



City Commission

Kingston Springs, Tennessee

September 15, 2022

Meeting Packet



**Kingston Springs Board of Commissioners
Regular Business Meeting Agenda
September 15, 2022**

1. Call to Order:

The meeting was called to order by _____ at _____ p.m.

2. Pledge of Allegiance:

3. Roll Call:

Board Members in Attendance:

Carolyn Clark, Commissioner _____
Tony Gross, Mayor _____
Mike Hargis, Commissioner _____
Glenn Remick, Vice-Mayor _____
Bob Stohler, Commissioner _____

Staff in Attendance:

John Lawless, City Manager _____
Jamie Dupré, City Recorder _____
Martha Brooke Perry, City Attorney _____
Kellie Reed, Finance Director _____
Eugene Ivey, Police and Fire Chief _____
Brandy Miniatt, Parks Director _____

4. Declaration of Quorum by Mayor

5. Motion to Approve the August 18, 2022 City Commission Meeting Minutes:

6. Motion to Approve the September 15, 2022 City Commission Meeting Agenda:

7. Announcements from Commissioners:

8. Community Input and Concerns:

9. Department Reports:

10. Legal Updates:

11. Unfinished Business:

- A. Motion to approve Change Order 1 – Safe Routes to School Project – TDOT PIN 123749.00 for revised increase in construction costs in the amount of \$169,282.00. Tabled from August 18, 2022 meeting.
- B. Motion to approve Resolution 22-012 – Adopting amended Personnel Policy for the Town of Kingston Springs. Deferred from August 18, 2022 meeting.

12. New Business:

- A. Ellersly PUD Subdivision - Energy Fit Solutions, INC - Recommendation of approval and execution of the PUD Agreement from the Kingston Springs Regional Planning Commission to the Kingston Springs Board of Commissioners.
- B. Discussion Item - Pond Health – Joy Gross.
- C. Discussion Item – Detailed Police Data Collection. Sponsored by Commissioner Clark.
- D. Motion to approve Resolution 22-015 – Adopting Mission and Vision Statements for the Town of Kingston Springs.
- E. Discussion Item – Traffic Signal Late Night Flashing – East Kingston Springs Road and Harpeth View Trail. Sponsored by Commissioner Clark.
- F. Discussion Item – Parking Configuration on North Main Street. Sponsored by Commissioner Clark.
- G. Discussion Item – Town of Kingston Springs Flood Preparedness. Sponsored by Commissioner Clark.

13. Surplus:

- City Hall – Corner Desk, Court Clerk Office – Discard
- Parks Department – 6' Round Table, Activity Center – Discard

14. Other (For Discussion Only):**15. Reminders:**

- Dinner on Main, Sunday, September 18th
- Art in the Park, Saturday, October 1st

16. Adjourn the Meeting:

Motion to adjourn the meeting.

Francis A. Gross, III
Mayor

Jamie Dupré
City Recorder



**Kingston Springs Board of Commissioners
Regular Business Meeting Minutes
August 18, 2022**

1. Call to Order:

The meeting was called to order by Vice-Mayor Remick at 7:00 p.m.

2. Pledge of Allegiance:

3. Roll Call:

Board Members in Attendance:

Carolyn Clark, Commissioner	Present
Tony Gross, Mayor	Absent
Mike Hargis, Commissioner	Present
Glenn Remick, Vice-Mayor	Present
Bob Stohler, Commissioner	Present

Staff in Attendance:

John Lawless, City Manager	Present
Jamie Dupré, City Recorder	Present
Martha Brooke Perry, City Attorney	Present
Kellie Reed, Finance Director	Present
Eugene Ivey, Police and Fire Chief	Present
Brandy Miniat, Parks Director	Present

4. Declaration of Quorum by Mayor

Vice-Mayor Remick declared a quorum.

5. Motion to Approve the July 21, 2022 Public Hearing Meeting Minutes:

Motion to Approve the July 21, 2022 Public Hearing Meeting Minutes made by Commissioner Stohler, with a second by Commissioner Hargis. Motion passed unanimously.

6. Motion to Approve the July 21, 2022 City Commission Meeting Minutes:

Motion to Approve the July 21, 2022 City Commission Meeting Minutes made by Commissioner Hargis, with a second by Commissioner Clark. Motion passed unanimously.

7. Motion to Approve the August 4, 2022 Public Hearing Meeting Minutes:

Motion to Approve the August 4, 2022 Public Hearing Meeting Minutes made by Commissioner Stohler, with a second by Commissioner Hargis. Motion passed unanimously.

8. **Motion to Approve the August 4, 2022 Special Called City Commission Meeting Minutes:**
Motion to Approve the August 4, 2022 Special Called City Commission Meeting Minutes made by Commissioner Hargis, with a second by Commissioner Stohler. Motion passed unanimously.

9. **Motion to Approve the August 18, 2022 City Commission Meeting Agenda:**
Motion to Approve the August 18, 2022 City Commission Meeting Agenda made by Commissioner Clark, with a second by Commissioner Hargis. Motion passed unanimously.

10. **Announcements from Commissioners:**

Commissioner Clark expressed appreciation to residents on Webb Ridge, South Harpeth, Sugar Hill Lane, and Forest Drive for getting Williamson County Highway Commission to recommend to Williamson County Commission to accept Forest Drive and bridge into the Williamson County road system.

Vice-Mayor Remick said Mayor Gross is in Colorado running a 100-mile marathon, and had best wishes for his safety.

11. **Community Input and Concerns:**

None.

12. **Department Reports:**

After receiving inquiries from neighbors on the frequency of local fire hydrants checks, Commissioner Clark asked to have fire hydrants in the town inspected. City Manager Lawless said he is working with Bill Zimmerman at Second South Cheatham Utility District, who own the hydrants, to develop a plan.

13. **Legal Updates:**

None.

14. **Unfinished Business:**

A. **Motion to approve Change Order 1 – Safe Routes to School Project – TDOT PIN 123749.00 for revised increase in construction costs in the amount of \$169,282.00. Tabled from August 4, 2022 meeting.**

City Manager Lawless said the change order has been sent to TDOT. They have requested additional information from the project engineer which has been submitted. We hoped to have an answer prior to today's meeting but have not received official word on whether TDOT will accept change order or not. City Manager requested to table this item until September. Commissioner Clark asked what the amount was for the second bidder. Lawless did not have that information on hand but would furnish it to the Commissioners after the meeting. Commissioner Hargis said prices will probably change again by the time it is approved, and that prices of lumber and concrete are going down, and we should touch base with TDOT on that. Lawless said TDOT has a list of material data that is used, and he will follow up with TDOT. Motion to table approval of Change Order 1 – Safe Routes to School Project – TDOT PIN 123749.00 for revised increase in construction costs in the

amount of \$169,282.00 (tabled from August 4, 2022 meeting) made by Commissioner Stohler. Commissioner Hargis seconded the motion. Motion passed unanimously.

15. New Business:

A. Motion to approve Resolution 22-010 – Kingston Springs Surplus Policy.

City Manager Lawless stated this resolution doesn't change the current practice, only codifies it. Motion to approve Resolution 22-010 – Kingston Springs Surplus Policy made by Commissioner Clark, with a second by Commissioner Hargis. Motion passed unanimously.

B. Motion to approve Resolution 22-011 – Discontinuation of Town's TCRS Probationary Period.

City Manager Lawless said currently there is a six-month waiting period to participate in the Tennessee Consolidated Retirement System (TCRS). Staff felt removing the waiting period would be beneficial for new hires. This action was also recommended by our TCRS representative as other municipalities are moving in this direction. Motion to approve Resolution 22-011 – Discontinuation of Town's TCRS Probationary Period made by Commissioner Stohler, with a second by Commissioner Clark. Motion passed unanimously.

C. Motion to approve Resolution 22-012 – Adopting amended Personnel Policy for the Town of Kingston Springs.

City Manager Lawless said this will require additional review of Section 6.3 that deals with personnel records before approval. Staff conferred with MTAS for clarification and their legal department requested we confer with State Open Records office for clarification regarding personnel records and open records. City Manager Lawless asked that the board defer action until the September meeting when we will have clarification on the matter. He said we could use this time to answer questions about the updated policy. Commissioner Hargis asked what was 6.3 about. Lawless said it concerns personal information that is in personnel records and what can be supplied and redacted when requested by law enforcement with and without a warrant for the information. Motion to defer action on Resolution 22-012 – Adopting amended Personnel Policy for the Town of Kingston Springs made by Vice-Mayor Remick with a second by Commissioner Hargis. There was discussion on the policy. Commissioner Clark had several items to discuss:

- Page 8: Breaks and lunches. Last policy was an 8.5-hour work day with 30-minute unpaid lunch. Work day is defined as an 8-hour day with a 30-minute unpaid lunch in this one. Lawless said nothing has changed in practice and the verbiage will be corrected to match previous policy to say 8.5-hour day with 30-minute unpaid lunch as in previous policy.
- Recruitment section – should there be an EEOC section? Attorney Perry said it is listed on page 3. Commissioner Clark asked if it should be spelled out under Employment on page 10. Perry said that it was listed again on page 11.
- Grievances – page 15: add EEOC verbiage.

- Grievances – page 16: It should be spelled out that if the grievance is against the supervisor, employee can go to City Manager (similar to steps in harassment). City Attorney Perry said it is addressed in step 3, but additional verbiage can be added.
 - Vacation – page 18: Clark questioned receiving a week’s vacation after 90 days. She said this is usually someone’s probationary period. City Manager Lawless said we are trying to retain and attract as many viable candidates as possible. Surrounding municipalities have policies that are similar or more advantageous. We are trying to make our policy attractive. Clark asked if we had open position that are not being filled. Lawless said we will have open positions very soon. Clark said that seemed like a lot when we have 14 holidays. City Manager and Finance Director said it was 13 holidays. City Manager Lawless said staff was trying to make the vacation policy more attractive to candidates. Vice-Mayor Remick said he had faith in the city manager to make decision as necessary. Finance Director Reed said the language stated that after 90 days, one week of vacation will be accrued and additional vacation would be accrue only after completion of one year on the anniversary of the hire date. Commissioner Stohler confirmed that it was 14 holidays (12 designated and 2 floating). No change made to this section of the updated policy.
 - Page 42 has a typo – wrong town name.
- Previous motion to defer, with a second. Motion passed unanimously.

D. Motion for issuance of a Certificate of Compliance to Sachin Patel/Sahasra Inc. for forwarding to the Tennessee Alcoholic Beverage Commission related to proposed liquor store at 121B Luyben Hills Road, Kingston Springs, Tennessee.

City Attorney Perry said that under State statute a person requesting a license from the state for a package liquor store has to have a Certificate of Compliance from the Town indicating that it has run appropriate background checks and applicant has complied with local laws. State requires a state and national background check. We are still waiting on national background check. There’s not a final certificate of occupancy. Board can issue a Certificate of Compliance upon receipt of satisfactory national background check. Certificate of Compliance acknowledges that has complied with everything but the final certificate of occupancy. Building inspector approves Certificate of Occupancy. Commissioner Hargis confirmed that this can be approved depending on those pieces coming in. Attorney Perry indicated the State of Tennessee says you can note in your letter that you don’t have a final Certificate of Occupancy. City Attorney Perry said the Board can approve the Certificate of Compliance pending the satisfactory return of the national background check. Motion for issuance of a Certificate of Compliance to Sachin Patel/Sahasra Inc. for forwarding to the Tennessee Alcoholic Beverage Commission related to proposed liquor store at 121B Luyben Hills Road, Kingston Springs, Tennessee pending satisfactory return of national background check made by Commissioner Hargis. Commissioner Stohler asked if there were any requirements regarding distance between liquor stores. City Attorney Perry said the only distance requirements are for churches and schools. We have restrictions on the number of liquor stores. Commissioner Stohler seconded the motion. Commissioner Clark abstained. Motion passed unanimously with Clark not voting.

E. Motion to approve Resolution 22-013 – Encouraging Williamson County to accept Forest Drive and Forest Drive Bridge as a Public Road and Bridge.

It was noted that the Williamson County Highway Commission has recommended that the Williamson County Board of Commissioners accept Forest Drive and Forest Drive Bridge as a public road and bridge. Motion to approve Resolution 22-013 – Encouraging Williamson County to accept Forest Drive and Forest Drive Bridge as a Public Road and Bridge made by Commissioner Clark, with a second by Commissioner Stohler. Motion passed unanimously.

F. Discussion of Town installed neighborhood signage. Sponsored by Commissioner Clark.

Commissioner Clark received a request from Henry Patterson, who resides at 1061 Patterson Drive, for a safety road sign. Mr. Patterson has a blind driveway when approaching from 1071 Patterson Drive. City Manager Lawless said we may have a sign in stock. Vice-Mayor Remick asked if there were any other places needing same type of signage. City Manager Lawless said no one else has reported the same issue. The item is before the Board instead of just a staff decision as this has been the Town's process for signage placed in the Town's right-of-way requested by citizens. It was noted the sign would cost approximately \$50-\$60, but town may have a sign on hand. Commissioner Clark motioned to recommend a "blind driveway sign" to be placed between 1071 and 1061 Patterson Drive. Commissioner Stohler seconded motion. Motion passed unanimously.

G. Motion to approve Resolution 22-014 – Implementing a Policy Regarding Emergency Paid Sick Leave for COVID-19 Related Testing, Illness, and Quarantine.

City Manager Lawless said the past resolution expired in April. Cases are again on the rise, there have been three employee cases in the last month, and he recommended reinstating emergency leave as needed through December 31, 2022. This Resolution has been updated to follow current CDC guidelines and impacts only employees who have tested positive. Commissioner Hargis asked if there was a limit on accrued sick time. There is no limit on sick time, but depending on length of service, some people have a lot of sick time and others do not. This would be outside regular sick time. Commissioner Clark said that now that there are no mask mandates, what about with flu. City Manager Lawless said that with COVID there is a mandated 5-day quarantine period. There is not one with flu. Motion to approve Resolution 22-014 – Implementing a Policy Regarding Emergency Paid Sick Leave for COVID-19 Related Testing, Illness, and Quarantine made by Commissioner Hargis, with a second by Commissioner Stohler. Motion passed unanimously.

Motion to amend agenda to include item 15.H. Motion to approve accepting Request for Proposal from Chris Steward for the removal of the vacant house from town owned property at 431 Park Street made by Commissioner Hargis with a second by Commissioner Stohler. Motion passed unanimously.

H. Motion to approve accepting submitted Request for Proposal from Chris Steward for the removal of the vacant house from town owned property at 431 Park Street.

City Manager Lawless said that the Town had advertised Requests for Proposals to remove the vacant house at 431 Park Street. The only proposal received was from Chris Steward who submitted a proposal for removing house and moving it to a property on West Kingston Springs Road. City Planner reviewed plan and it is an acceptable plan with the lot meeting the requirements of accepting the structure. Motion to approve accepting submitted Request for Proposal from Chris Steward for the removal of the vacant house from town owned property at 431 Park Street made by Commissioner Hargis with a second by Commissioner Clark. Motion passed unanimously.

16. Surplus:

- None

17. Other (For Discussion Only):

Commissioner Clark motioned to amend the June 2022 minutes. There was a discussion regarding Cheatham Exchange newspaper, where the town would list it as the paper of record on website, Facebook and social media that was not included in the minutes and needs to be added. Commissioner Hargis seconded the motion. Motion passed unanimously.

18. Reminders:

- Board of Commissioners Capital Improvement Plan Workshop August 25th at 5:30 pm
- City Hall will be closed September 5th for the Labor Day holiday.

19. Adjourn the Meeting:

Motion to adjourn the meeting made by Commissioner Hargis, with a second by Commissioner Stohler. Meeting adjourned at 7:45 pm.

Glenn Remick
Vice-Mayor

Jamie Dupré
City Recorder

11.A.

**CHANGE ORDER NO. 1
COLLIER ENGINEERING CO., INC.
2949 NOLENSVILLE PIKE
NASHVILLE, TN 37211
(615) 331-1441
FAX: (615) 331-1050**

**Harpeth Middle School – Safe Routes to School Project
TDOT PIN: 123749.00 – State Project No. 11LPLM-F3-017 – Contract No. 160153
Town of Kingston Springs, Tennessee (Cheatham County)
May 27, 2022**

					ADAMS CONTRACTING, LLC		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE		
105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	\$15,000.00	\$15,000.00		
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	525	\$80.00	\$42,000.00		
203-07	FURNISHING AND SPREADING TOPSOIL (3" THICK)	C.Y.	370	\$40.00	\$14,800.00		
209-03.21	FILTER SOCK (12 INCH)	L.F.	3800	\$4.00	\$15,200.00		
209-05	SEDIMENT REMOVAL	C.Y.	150	\$10.00	\$1,500.00		
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	3800	\$5.00	\$19,000.00		
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	300	\$40.00	\$12,000.00		
407-02.13	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	S.Y.	150	\$15.00	\$2,250.00		
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	1500	\$3.00	\$4,500.00		
701-01.01	CONCRETE SIDEWALK (4")	S.F.	18825	\$7.00	\$131,775.00		
701-02.02	CONCRETE DRIVEWAY (8")	S.F.	2260	\$10.00	\$22,600.00		
701-02.03	CONCRETE CURB RAMP	S.F.	600	\$14.00	\$8,400.00		
702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	90	\$380.00	\$34,200.00		
707-11.01	PEDESTRIAN CONSTRUCTION BARRIER FENCE	L.F.	20	\$25.00	\$500.00		
712-01	TRAFFIC CONTROL	L.S.	1	\$120,000.00	\$120,000.00		
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100	\$45.00	\$4,500.00		
712-06	SIGNS (CONSTRUCTION)	S.F.	235	\$10.00	\$2,350.00		
717-01	MOBILIZATION	L.S.	1	\$23,000.00	\$23,000.00		
801-01	SEEDING (WITH MULCH)	UNIT	40	\$40.00	\$1,600.00		
803-01	SODDING (NEW SOD)	S.Y.	200	\$20.00	\$4,000.00		
	Change Order No. 1						
Item 1	407-20.05	Saw Cutting Asphalt Pavement	LF	0	\$3.00	\$0.00	REJECTED
Item 2	407-02.13	Removal & Disposal of Existing Asphalt Pavement	SY	0	\$15.00	\$0.00	REJECTED
Item 3	204-06-01	Flowable Fill (General)	CY	0	\$275.00	\$0.00	REJECTED
Item 4	203-03	Borrow Excavation (Unclassified)	CY	750	\$80.00	\$60,000.00	REVISED
Item 5	706-01	Guardrail Removed	LF	40	\$5.00	\$200.00	
Item 5	604-01.20	Box Tube Safety Rail	LF	40	\$294.57	\$11,782.80	REVISED
Item 6	611-09.01	Adjustment of Existing Catchbasin	EA	1	\$2,500.00	\$2,500.00	
Item 7	701-02.02	Concrete Driveway (8")	SF	0	\$10.00	\$0.00	REJECTED
Item 8	202-01	Removal of Structures and Obstructions - Pipe and Headwalls	LS	1	\$10,000.00	\$10,000.00	
Item 9	202-03	Removal of Rigid Pavement, Sidewalk, Etc	SY	250	\$25.00	\$6,250.00	
Item 10	920-14.04	Curb Cut Flume	EA	10	\$2,500.00	\$25,000.00	REVISED
Item 11	709-05.06	Machined Rip-Rap (Class A-1)	TN	50	\$45.00	\$2,250.00	REVISED
Item 12	702-03	Concrete Combined Curb and Gutter	CY	135	\$380.00	\$51,300.00	
				TOTAL BASE BID AMOUNT	\$479,175.00		
				TOTAL CHANGE ORDER AMOUNT	\$169,282.80		
				NEW CONTRACT	\$648,457.80		

Resolution No. 22-012

A RESOLUTION TO ADOPT THE AMENDED PERSONNEL POLICY FOR THE TOWN OF KINGSTON SPRINGS

WHEREAS, the Town of Kingston Springs Municipal Code Title 4, Section 4-301 provides that "Personnel rules of the Town shall be adopted by resolutions passed by the Town"; and,

WHEREAS, the Board of Commissioners desires to adopt a Personnel Policy for the Town of Kingston Springs, attached hereto, to establish an understanding, cooperation, and efficiency in local government operations by establishing good personnel practices.

NOW, THEREFORE, BE IT RESOLVED by the Town of Kingston Springs Board of Commissioners that the attached Personnel Policy is hereby adopted to establish personnel rules for administration of the employment of the Town's employees. Any and all prior personnel policies adopted by Resolution of the Board of Commissioners shall be of no further effect and shall be deemed superseded by the Personnel Policy adopted here.

This Resolution shall become effective immediately upon its passage, and all benefits and obligations inuring therein to the current Town employees shall immediately apply, superseding the benefits and obligations applicable under the previous Personnel Policy.

Approved and adopted this the 15th day of September, 2022.

Attest:

Mayor Francis A. Gross III.

City Recorder Jamie Dupre'



PERSONNEL Rules

(Personnel Policy)

Resolution # _____
Adopted _____, 2022

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SECTION 1 – INTRODUCTION TO PERSONNEL RULES AND REGULATIONS

1.1. PURPOSE AND OBJECTIVES

Employment with the Town is on an at-will basis. This Personnel Policy and all other Town manuals and policies do not bestow any property rights or interests to employees regarding employment or employment benefits. This manual is not part of a contract and no employee has any contractual right to the matters set forth herein. The Town reserves the right to change any and all such policies, practices, and procedures in whole or in part at any time, with or without prior notice to employees.

The purpose of the following policies is to establish a high degree of understanding and cooperation among the Town of Kingston Springs employees, which comes from the application of good procedures in personnel administration, and to provide uniform policies for all employees. Each individual employee's primary purpose, regardless of occupational specialty, is to provide efficient and effective service for the citizens of Kingston Springs. The primary objective in providing efficient and effective service is good stewardship of the citizen investment whether through taxes or through fees paid to the Town to provide those services.

It is the policy of Town of Kingston Springs to provide equal employment opportunity to all employees and applicants for employment. No person will be discriminated against in employment because of race, color, creed, religion, sex (including pregnancy, sexual orientation, marital status, 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 or constitutional right or any right under clear public policy, political affiliation, or any other basis protected by law.*

** 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 Town's interest(s) in promoting efficiency in delivery of public services an employee may not expect free speech protection(s).*

Per 6-21-102 of the Town of Kingston Springs Charter:

(a) The City Manager may appoint, promote, suspend, transfer, and remove any officer or employee of the Town responsible to the City Manager; or the City Manager may, in the City Manager's discretion, authorize the head of a department or office responsible to the City Manager to take such actions regarding subordinates in such department or office. The City Manager shall appoint such heads of administrative offices or organizational units as the City Manager deems necessary. The City Manager may combine, or personally hold, any such administrative offices established pursuant to this subsection (a) or otherwise established or may delegate parts of the duties of the City Manager's office to designated subordinates.

(b) Except as otherwise provided in this charter, the compensation of all officers and employees of the Town shall be fixed by the City Manager within the limits of the appropriations ordinance and in accordance with a comprehensive pay plan adopted by the Board of Commissioners.

Per 6-21-108 of the Town of Kingston Springs Charter:

The City Manager shall "[e]xcept as otherwise provided in this charter, appoint, promote, demote, suspend, transfer, remove, and otherwise discipline all department heads and subordinate employees at any time, subject only to any personnel rules and regulations adopted by ordinance or resolution by the commission.

It is the intent of the Town for this Personnel Policy to comport itself with the Town Charter and Municipal Code and offer reasonable processes for making non-discriminatory, job-related employment decisions. It is not the intent of the Personnel Policy to grant property interest to employees. Tennessee is an Employment- At-Will state unless property interest is otherwise granted.

The Town will not discriminate on the basis of a person's national origin or citizenship status with regard to employment actions. However, the Town will not knowingly employ any person who is or becomes an unauthorized immigrant. In compliance with the Immigration Reform and Control Act, all employees hired after November 6, 1986, regardless of national origin, ancestry, or citizenship, must provide suitable documentation to verify identity and employability. The documentation must be provided within three days of employment or the individual will be subject to separation.

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

The Town complies with Title VI of the Civil Rights Act of 1964. Title VI requires that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Town further complies with all federal and state laws protecting employees from discrimination.

This Personnel Policy and all other Town manuals and policies do not bestow any property rights or interests to employees regarding employment or employment benefits. This Personnel Policy is not part of a contract, and no employee has any contractual right to the matters set forth herein. The Town reserves the right to change any and all such policies, practices, and procedures in whole or in part at any time, with or without prior notice to employees.

1.2. COVERAGE

Unless otherwise stated, the content of this Personnel Policy applies to all employees of the Town. All employees will receive a copy of, or electronic access to, the manual upon employment and a copy will be held by each department head for reference. The following persons are not covered by this Personnel Policy, unless otherwise provided and as statutorily required, and are classified in the exempted** class:

1. All elected officials;
2. Members of appointed boards and commissions;
3. Consultants, advisors, and legal counsel rendering temporary professional service;
4. The Town Attorney;
5. Independent contractors;
6. Volunteer and intern personnel appointed without compensation; and
7. The Town Judge.

The City Manager is covered under the personnel rules and regulations pertaining to benefits, etc. Terms and conditions of the City' Manager's employment may be subject to

an employment agreement as adopted by the Town Commission which may outline additional items and exclusions. The City Manager works at the pleasure of the Town Commission.

Some policies may be found to apply to all employees and officers of the Town including those placed in the exempted class above, such as policies related to discrimination and/or harassment and policies required by state or federal law.

***The exempted class refers only to coverage under policy, and not exempt/non-exempt status as defined under 29 U.S. Code § 213 – Fair Labor Standards Act.*

1.3. ADMINISTRATION OF POLICY

The City Manager, under the legislative authority of the Town Commission, is responsible for the proper operations of all Town functions, enforcement and application of all laws, provisions of the Town Charter, Municipal Code, and acts of the governing body including but not limited to personnel policies and procedures and pay classification plan.

The City Manager is also responsible for implementation of additional rules, policies, and procedures, which may be necessary for the proper operation of the Town or its various departments, provided that such rules and procedures are consistent with the personnel policies adopted by the Town Commission.

1.4. CONTACTING ELECTED OFFICIALS

No employee shall be disciplined or discriminated against for communicating with an elected official. However, an employee may be disciplined for making untrue allegations concerning any job-related matter (T.C.A. §§ 8-50-601 through 604).

1.5. POLITICAL ACTIVITY

Under T.C.A. § 7-51-1501, local government employees have the same rights as other citizens of Tennessee to run for public office and to participate in political activities, including, but not limited to, the right to participate in political activities by supporting or opposing political parties, political candidates, and petitions to governmental entities, provided, however, that such activity is not conducted by the employee on paid time. Further, pursuant to the statute, and notwithstanding the foregoing, Town employees, whether on or off duty, whether in or out of uniform, and whether on or off Town property, shall not, at any time or any place, act as a candidate for an elected Town office. The Town will not compensate employees for time when the employee is not performing work for the Town. Any time off from work used by the employee for participation in political activities will be limited to earned days off, vacation days, or by any other arrangements worked out between the employee and the Town. Nothing in this section is intended to prohibit any Town employee from privately expressing his/her political views or from casting his/her vote in all elections.

1.6. AMENDMENTS TO PERSONNEL POLICY

Amendments or revisions to the Personnel Policy may be recommended by the City Manager for adoption by the Town Board of Commissioners by resolution or initiated by the Commission itself. Such amendments or revisions of the Personnel Policy shall become effective upon adoption by the Town Commission; however, final adoption shall not occur until after the publication of the adopting resolution, or its caption, in a newspaper of general circulation in the Town (see T.C.A. § 6-54-123).

Departments may adopt their own internal operating policies (*i.e.*, *SOP/SOG*) specific to their operations; however, none of these policies shall be in conflict with these personnel regulations. Copies of departmental policies shall be provided to the City Manager 's office and are subject to review and approval prior to implementation.

1.7. SEVERABILITY

If any chapter, article, or section of this Personnel Policy is found to be in conflict with Federal, State or Town 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 chapter, article, or section of this Personnel Policy is or becomes invalid or unenforceable, such invalidity or unenforceable nature will not affect or impair any other chapter, article, or section of this Personnel Policy.

SECTION 2 – COMPENSATION

2.1. FAIR LABOR STANDARDS ACT (FLSA)

Minimum Wage

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the Federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations. Employees paid on an hourly rate basis are paid for all time actually worked.

Overtime

The FLSA shall govern the overtime compensation of hourly, non-exempt, Town employees. The FLSA defines overtime pay as one-and-one-half times the employee's regular rate of pay for all hours worked over the applicable overtime threshold. Generally, overtime work must be authorized by the City Manager. Employees who work more than forty (40) actual hours in a 7- day workweek are entitled to overtime payment on a cash or compensatory time basis, as applicable.

Compensatory Time

The definition of compensatory time is limited to paid time off the job which is earned and accrued by an FLSA non-exempt employee in lieu of immediate cash payment at the rate of one and one-half hours of time off for each overtime hour worked in accordance with Section 7 of the FLSA. Nonexempt employees entitled to overtime pay may elect or be required to receive overtime compensation in lieu of cash in the form of compensatory time up to an accrual cap maximum of 45 hours. Upon reaching the maximum accrual, overtime will be paid on a cash basis until accrual limits are reduced to accommodate further accrual. *The Town may cash out an employee's accrued compensatory time at any time.*

Workweek

A workweek is a regular recurring period of 168 hours consisting of seven, consecutive 24-hour periods. The number of days that shall constitute a workweek for regular employment is typically five in total. Schedules may vary in departments as necessary for the operation of the Town. The Town may set workweeks that best meet its administrative and service provision needs. A standard workweek for all Town employees is scheduled between 12:00 AM on Monday through 11:59 PM on the following Sunday.

Minimum Age

The FLSA requires that employees of state and cities be at least 16 years of age for most jobs and at least 18 years of age to work jobs declared hazardous by the Secretary of Labor. Police Officers must be a minimum of 18 years of age.

2.2. PAY FOR PART-TIME WORK

Employees who are employed in part-time positions are not eligible for benefits and will only be paid for their actual hours worked. In the event that hours worked by a part-time employee exceed the FLSA defined workweek/work period threshold, overtime rates will apply.

Volunteer Firefighter receive no compensation and receive no other benefits other than workers' compensation coverage. Per call pay is calculated to reflect a de minimis payment intended to cover expenses as a nominal fee. The fee paid is subject to establishment and adjustment by Resolution of the Town Commission.

2.3. DEDUCTIONS FROM PAY

By law, the Town is required to deduct, where applicable, federal withholding taxes, Social Security taxes, and garnishments from an employee's pay. The following deductions will be made:

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

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

Others – Other Town-authorized deductions will be made from an employee's pay with either the employee's signed consent or pursuant to a valid court order.

If applicable, this may include:

- health/hospitalization insurance (medical premiums),
- life insurance,
- dental insurance,
- vision insurance,
- deferred compensation payments,
- supplemental insurance approved by the Town,
- child support or other garnishments*, and
- cost of uniforms, safety footwear, and other applicable equipment and associated use costs (example: cell phone overage charges due to personal use) during employment or upon failure to return such upon separation as allowed by state law and the FLSA**

*An employee who is garnished for more than one indebtedness within a 12- month period may be subject to disciplinary action in accordance with the Consumer Credit Protection Act (15 USC, Ch. 41); except for assignment(s) of wages for spousal or child support (T.C.A. 36-5-501 (c)(2)(i)).

** The Town may deduct from an employee's final paycheck any amount due (on a depreciated/prorated basis) for failure to return Town property as long as the deduction(s) do not reduce final pay to below minimum wage.

2.4. PAYCHECKS

All employees of the Town of Kingston Springs will be paid on a basis determined to best suit the needs of the Town. Examples are weekly, bi-weekly, etc. as allowed by law. Direct deposit is chosen as the mandatory method of payment by the Town.

Final Pay will be made available no later than the employee's next regularly scheduled pay date, or within twenty-one (21) days, whichever is later.

2.5. BREAKS AND LUNCHES

All employees who work eight-hour shifts may include one unpaid 30-minute meal break for a total of eight and one-half hours for a shift, and may be allowed to take a fifteen (15) minute paid break in the

first half of their shift and another fifteen (15) minute paid break in the second half of their shift. The supervisor/manager will coordinate break schedules based on the needs of the department.

- A. Coffee breaks and snack breaks are compensable rest periods for FLSA nonexempt and cannot be excluded from hours worked as meal periods as long as they are under 20 minutes in length.
- B. Meal Periods - "A bona fide mealtime, when [FLSA nonexempt only] employees are completely relieved from duty, is not work time." 29 C.F.R. § 785.19(a). "Short periods, such as coffee breaks or snack breaks, are not considered mealtime. If an employee works during the meal, the time is compensable. Whether or not an employee's meal period can be excluded from compensable working time depends on the employee 'freedom meal test'." 29 C.F.R. § 785.19(a). Unless all of the following three conditions are met, meal periods must be counted as hours worked:
 - 1. The meal period generally must be at least 30 minutes, although a shorter period may qualify under special conditions.
 - 2. The employee must be completely relieved of all duties. (If an employee must sit at a desk and incidentally answer the telephone this would be compensable time)
 - 3. The employee must be free to leave his/her duty station. There are no requirements, however, that an employee be allowed to leave the premises or work site.

Note: FLSA nonexempt employees working in the field, away from their department office locations, must begin and end their 15-minute break(s) at the worksite. Travel time to and from the work location is included in the 15-minute break time. Overtime, lunch breaks, break times and any other modification of the hours/time mentioned above shall be subject to approval of the department head.

2.6. CALL OUT PAY

Employees called out to perform work after completion of the workday, and prior to the beginning of the next workday, will be paid for actual hours worked at their regular rate of pay.

SECTION 3 – EMPLOYMENT

3.1. RECRUITMENT AND SELECTION

It is the policy of Town of Kingston Springs to provide equal employment opportunity to all employees and applicants for employment. No person will be discriminated against in employment because of race, color, creed, religion, sex (including pregnancy, sexual orientation, marital status, 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 or constitutional right or any right under clear public policy, political affiliation, or any other basis protected by law.

The Town carefully selects employees through written applications, personal interviews, and job-related background and reference checks. All appointments in the Town shall be made according to merit and suitability and may be subject to competitive validated written examination if consistent with business necessity. After all available information is considered and evaluated, a decision may be made by the City Manager.

Applications

The Town of Kingston Springs will make a reasonable effort to attract qualified applicants for all positions. Applications are accepted for open positions during regular business hours and will remain active for consideration for six (6) months. Applicants shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that qualified applicants are obtained.

Vacancies for positions may be simultaneously posted internally and externally. The Town exercises a policy of fairness for every individual who applies for work and strives for the proper placement of individuals in various departments based on their experience, qualifications, and the needs of the Town.

Applications will remain active for a period of six (6) months from the date of original submission, and only for positions which are open, but will be retained according to the Town's records retention schedule. Retention of applications for record keeping will follow the Town records retention schedule.

Internal applicants for open positions are required to submit a transfer letter of interest for each open position applied for.

Applicants may be removed from consideration if:

1. Applicant declines an appointment when offered;
2. Applicant cannot be located by the postal authorities – it will be deemed impossible to so locate an applicant when a communication mailed to the last known address is returned unclaimed;
3. Applicant cannot be located via appropriate alternative means of communication;
4. Applicant moves out of a required geographic area if residency within is required for the position;
5. Applicant for a safety-sensitive position is currently using illegal drugs or narcotics as determined by a post-offer, pre-employment drug test;
6. Applicant is found to have been convicted of a felony or misdemeanor dependent upon the nature and gravity of the offense, the time passed since the offense, and the nature of the job sought if such affects the applicant's

- ability to effectively perform their duties;
- 7. Applicant has made a false statement on the application;
- 8. Applicant does not file the application within the period specified in the application/examination announcement;
- 9. Applicant fails to satisfactorily pass background check/investigation that is job-related and necessary; and/or
- 10. Applicant does not possess the minimum qualifications for the position.

3.2. SELECTION EXAMINATIONS

The examinations held to establish eligibility and fitness for any position may consist of one or more of the following elements as determined by the City Manager.

1. Written Test – This validated test, when necessary, will 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 employment.
2. Oral Interview – When necessary, this will include a personal interview where the ability to deal with others, to interact with the public, and/or other individual behavioral and experiential 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 – This test, when necessary, will involve performance tests as would aid in determining the demonstrated, job-related ability and skills of applicants to perform the work involved.
4. Physical Agility Test – When job-related and consistent with business necessity, this consists of job-related tests of conditioning, strength, agility, and physical fitness of job applicants for a specific position. This test may be given weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required physical job-related standards.
5. Psychological Test – When job-related and consistent with business necessity, this will include test(s) to determine mental alertness, psychological state/stability, general capacity of the applicant to adjust his/her thinking to new problems, or to ascertain special character traits and attitudes that are job-related and consistent with business necessity. This test must be administered and interpreted by a psychologist meeting practice requirement of the state.
6. Pre-employment, Post-offer Drug Test– Pre-employment drug testing will be conducted for safety-sensitive positions after the offer of employment is made. Positive results on the drug test will result in an applicant being denied employment.

3.3. APPOINTMENT TO POSITIONS

The City Manager shall appoint for budgeted, vacant positions and may promote or transfer all officers and employees of the Town.

The Town will not discriminate on the basis of a person's national origin or citizenship status with regard to recruitment, hiring, or discharge. However, the Town will not knowingly employ any person who is or becomes an unauthorized alien. In compliance with the Immigration Reform and Control Act, all

employees hired after Nov. 6, 1986, regardless of national origin, ancestry, or citizenship, must provide suitable documentation to verify identity and employability. The documentation must be provided within three days of employment or the individual will not be hired. All offers of employment are contingent on verification of the individual's right to work in the United States.

Contingent Job Offers are made to the candidate approved for hiring. The job offer is contingent on the results of job-related pre-employment inquiry(ies) as applicable. This may consist of prior employment verification, professional reference checks, and confirmation of other job-related characteristics. When appropriate, a criminal conviction history, health examination, driving record history and credit worthiness inquiry* may also be obtained if related to the position and consistent with business necessity.

**Following the requirements imposed by the Federal Truth-In-Lending and the Fair Credit Reporting Acts the Town may conduct 3rd party-administered post-offer, pre-employment consumer investigations for positions who are responsible for payments, cash, payroll, and other financial related duties, including some law enforcement positions. Employment may be offered conditionally upon the information in the credit check.*

Post-offer, Pre-employment drug screen and/or physical examinations may be required of prospective employees for certain positions based on the essential functions of the position as contained in the job description after a conditional offer of employment is made. The physical examination shall be given by a licensed medical practitioner, occupational or physical therapist, or appropriate licensed examiner designated by the Town to determine if the employee meets required standards enabling them to perform the essential functions of the job. Prospective employees who are unable to successfully perform the essential functions tested for in the examination shall have their offer of employment by the Town withdrawn if they:

1. cannot perform the essential functions due to a disability that cannot reasonably be accommodated; or
2. pose a direct threat to themselves and/or others.

A copy of the position's job description will be provided to the examiner. The cost of this physical examination shall be borne by the Town. Prospective employees who are unable to successfully perform the essential functions tested for in the examination shall have their offer of employment by the Town withdrawn.

Post-hire Medical Examinations / Physical Agility Tests - All employees of the Town may, during the period of their employment, be required by their department head, with the approval of the City Manager to undergo periodic medical (which may also include mental fitness) examinations, as allowed by law, to determine their fitness to perform the essential functions of the position they currently hold. Any such medical examination shall be at no expense to the employee. Determination of fitness for duty will be by a licensed medical practitioner, occupational or physical therapist, or appropriate licensed examiner designated by the Town or its insuring agency. Employees who are unable to successfully perform the essential functions tested for in the examination shall have their employment by the Town withdrawn if they:

1. cannot perform the essential functions due to a disability that cannot reasonably be accommodated; or
2. pose a direct threat to themselves and/or others.

Annual job-related physical agility testing for incumbent positions may be required based on business necessity. These will be limited to physical agility tests, which measure an employee's ability to perform actual or simulated job tasks, and physical fitness tests, which measure an employee's performance of physical tasks, as long as these tests do not include examinations that could be considered medical.

Employees determined to be physically or mentally unfit to continue in their positions may be demoted, or they may be separated from the Town service.

3.4. PROMOTIONS

The City Manager may promote employees subject to the provisions of the Town Charter, Municipal Code, and this personnel policy adopted in order to meet Town operational needs.

A promotion is the assignment of a qualified employee from one job class to another that has a higher pay rate. A qualified employee possesses the knowledge, skills, and abilities, has the required experience level and is able to physically perform the duties and functions as outlined in the job description. In every case, promotions must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation.

3.5. TRANSFERS

The City Manager may transfer officers and employees of the Town subject to the provisions of the Town Charter, Municipal Code, and this Personnel Policy adopted by resolution in order to meet Town operational needs.

A transfer is a lateral move assigning an employee from one position to another position of equal responsibility and class. 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 different classes holding equal responsibility levels and pay. An employee who transfers from one department to another will retain and carry forward all benefits earned, accrued, or both as of the date of transfer.

Under no circumstances will a department head, an employee of supervisory status, a certified operator, or any employee with a higher-level position be allowed to transfer to a position of lesser responsibility without accepting a lower rate of pay. Should this type of transfer be allowed, the employee's existing length of overall service to the Town will be acknowledged, but the employee's pay will be adjusted to the appropriate amount from the wage range for the position.

3.6. DEMOTIONS

The City Manager may demote officers and employees of the Town subject to the provisions of the Town Charter, state law, and this Personnel Policy adopted by resolution in order to meet Town operational needs.

A demotion is the assignment of an employee from one position to another that has a lower maximum pay rate and responsibility. An employee may be demoted for any of the following reasons:

1. because his/her position is being abolished and s/he would otherwise be laid off;
2. because his/her position is being reclassified to a higher grade, and the employee lacks the necessary skills to successfully perform the job;
3. because there is a lack of work;
4. because there is a lack of funds;
5. because another employee, returning from authorized leave granted in accordance with the rules of the leave, will occupy the position to which the employee is currently assigned;
6. because the employee does not possess the necessary qualifications to render satisfactory service to the position s/he holds;

7. because the employee voluntarily requests such a demotion, and an open position is available;
8. as a form of disciplinary action.

3.7. NEPOTISM / PERSONAL RELATIONSHIPS

Members of the immediate family of a Town employee or elected official who meet the hiring standards may be employed to fill Town positions as detailed below. For purposes of this policy, members of the immediate family include spouse, child, brother, sister, son- or daughter-in-law, sister- or brother-in-law, parents, parents-in-law, stepsisters, stepbrothers, stepchildren, and stepparents.

- No employee may directly supervise members of his/her immediate family. This does not preclude employment of immediate family members under other lines of supervision. If the Town cannot reasonably transfer one of the family members to another line of supervision, and the family members can't decide which one will leave voluntarily, the employee in the more junior position will be subject to discharge.
- No special preference will be given to family members in the selection of work location, days off, vacation schedules, etc.
- The work and conduct of the family members will be governed by the same requirements and procedures as all other employees.
- Seasonal and temporary employees are exempt from this provision/policy.

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 Town. When a conflict or potential conflict arises due to the relationship affecting employment, the Town reserves the right to make any and all employment decisions in the best interest of the Town.

3.8. TYPES OF EMPLOYEES

- **Full-Time, Ongoing Employees.** A full-time, ongoing employee is an employee who is typically scheduled a 40 hours per week (or appropriate full time shifts in public safety positions), is paid an hourly or salary rate, is subject to all conditions of employment, and receives all benefits offered unless specifically excluded by the Town Charter, code, or ordinance.
- **Part-Time Ongoing Employees.** A part-time ongoing employee is an employee who works fewer hours per workweek than a full-time employee on a regular basis and whose hours cannot exceed an average of 29 hours per week. Week-to-week increases of hours beyond the 29-hour limit must be approved by the City Manager. Ongoing part-time employees are not eligible for benefits other than those statutorily mandated. For individuals classified as part-time ongoing employees that are hired to fill full-time, ongoing employee positions, the effective date of employment shall be the date of the start of the appointment to the full-time, ongoing employment position.
- **Temporary Employees.** Temporary employees are individuals who perform work for the Town for no more than 10 months during a 12-month period and whose ongoing employment with the Town is not expected at time of hire. Temporary employees are not eligible for benefits except those coverage under workers' compensation. Hours of work shall be determined by the City Manager. For individuals classified as temporary employees that are hired to fill full-time, ongoing employee positions, the effective date of employment shall be the date of the start of the appointment to the full-time, ongoing employment position.
- **Seasonal Employees.** Seasonal employees are hired for a pre-established period, usually during

peak workloads, either directly or through an employment service and not to exceed 6 months in a 12 - month period. They may work a full-time or part-time schedule. They are ineligible for Town benefits except coverage under workers' compensation.

- **Volunteers.** Volunteer workers are not considered employees of the Town but are persons who perform work for the Town on a voluntary basis with no compensation. These persons may be subject to special injury and/or liability coverages provided by the Town's insurer.
- **Volunteer Firefighters.** Volunteer Firefighters are appointed by the Fire Chief based on qualification and ability to serve. These persons are covered under either the Town's workers' compensation policy, or special insurance as otherwise provided by the Town's insurer.
- **FLSA Non-Exempt Employees.** According to the Overtime Requirements of the FLSA non-exempt employees are eligible for overtime pay and may be required to work more than the threshold hours for overtime in their workweek / work period. They are not exempt from overtime pay and are entitled to receive overtime pay for hours actually worked in excess of the employee's defined work period. Paid leave time will not be considered as "hours worked" for purposes of calculating overtime pay. FLSA non-exempt employees are defined under the FLSA duties tests and may include hourly and salary-non-exempt employees.
- **FLSA Exempt Employees.** Employees whose positions meet specific tests established by applicable federal laws and whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the FLSA. They are not paid overtime regardless of the number of hours they work in a particular week. All exempt employees are expected to observe a normal forty-hour workweek and to work any additional hours necessary to accomplish the responsibilities of the position. Exempt employees are required to complete time records which are maintained by the Town and must be submitted during the payroll process.

3.9. PERFORMANCE EVALUATION

Annually, each employee's performance shall be appraised and reviewed annually by his/her immediate supervisor. The appraisal will be discussed with the employee so that he/she will know how he/she is progressing and what he/she may do to improve his/her performance. By this means, it is intended that each employee will have adequate opportunity to improve any level of performance in service to the Town.

3.10. OUTSIDE EMPLOYMENT

With the approval of the City Manager (on an annual basis if ongoing), outside employment is permissible, provided that there is no conflict of interest or impairment of work performance for the Town. Before outside employment begins, employees must present a written request to the City Manager describing the work to be performed.

Required overtime of any employee of the Town takes priority over an employee's outside employment. Anyone who knowingly misses work or refuses mandatory overtime at his/her primary job to work a second job may be subject to disciplinary action up to, and including, termination of employment. Employees missing work because of sickness or injury that can be attributed to outside employment will not receive pay or other benefits for time lost from their Town job. Approval of outside employment may be withdrawn for any business-related reason. For employees also covered under the Fire Department or Public Safety Department policies, the rules under the policies for such departments shall also apply as to uniform and equipment use during outside employment.

3.11. GRIEVANCES

A grievance is defined only as an expression of dissatisfaction, disagreement, or dispute arising between a current employee and his/her supervisor and/or the Town regarding an aspect of the application or interpretation of regulations and policies; reasonable accommodation under the ADA*; or an operational management decision affecting him/her. Disciplinary actions, promotions, demotions, and transfers are not grievable.

**If the grievance is for reasonable accommodation under the ADA, The City Manager must be involved in each grievance process step.*

It is the Town's desire to address grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be occasional situations that will be resolved only after a formal meeting and review.

Step 1. The employee files a written grievance with the immediate supervisor, or City Manager or his/her designee if the grievance is with the immediate supervisor, within five (5) business days of the incident. An employee should provide copies of any witness statements or other supporting documents. The immediate supervisor will promptly investigate the circumstances surrounding the grievance, discuss the matter with their appropriate department head, and act if within the scope of the immediate supervisor's authority. The supervisor shall inform the employee of his/her decision in writing within three (3) business days. The supervisor shall provide a copy of his/her decision to the department head and/or City Manager. No supervisor may hold a grievance longer than three (3) business days without forwarding it to the next supervisory level.

Step 2. If the issue cannot be resolved between the employee and his/her supervisor, the employee may proceed to the second step by reducing the request to writing and requesting that the department head review the written grievance and supervisor's response. If an employee wishes a meeting with the department head or human resources designee, one will be arranged. Upon hearing the grievance, the department head or human resources designee must provide a written response to the employee and the immediate supervisor within three (3) business days of the meeting.

Step 3. If the issue still cannot be resolved by the department head, the employee may request in writing a meeting with the City Manager. The City Manager shall have ten (10) business days to schedule the meeting after which, the City Manager shall provide a written response to the employee with copies to the department head and immediate supervisor. Every attempt will be made to resolve the employee's grievance. The City Manager's decision shall be final and binding on all parties involved.

SECTION 4 – EMPLOYEE BENEFITS

4.1. HEALTH, DENTAL AND VISION BENEFITS

Ongoing, full-time employees, and salary-non-exempt ongoing employees will be eligible for insurance benefits following thirty (30) days of employment.

- Part-time, temporary, seasonal employees, and volunteers are not eligible for benefits.
- No benefits are available to employees prior to the plan's stated eligibility date, except as otherwise provided by law.

4.2. RETIREMENT / TCRS

Retirement is defined as voluntary withdrawal from Town employment by an employee eligible to receive retirement benefits under Social Security and/or the Tennessee Consolidated Retirement System (TCRS). Retirement benefits are based upon the regulations of the retirement system in which the employee is enrolled and any other applicable provisions that may be in effect at the time of that employee's retirement.

All regular employees are required to contribute to TCRS via payroll deduction, with the Town also contributing a defined portion on the employee's behalf.

Retirement benefits are based upon the regulations of TCRS and any other applicable provisions that may be in effect at the time of that employee's retirement. Whenever an employee meets the conditions set forth in the retirement system's regulations, he/she may elect to retire and receive all benefits earned under the applicable schedule. Details regarding TCRS retirement eligibility and procedures may be obtained from the Human Resources designee.

Re-employment after Retirement

Any retired member may return to service in a position covered by the TCRS and continue to draw such person's retirement allowance in a temporary capacity limited to the equivalent of 120 days per 12-month period and may earn no more than the salary limit as set forth by TCRS on an annual basis.

4.3. TOWN OBSERVED HOLIDAYS

All offices of the Town of Kingston Springs, except emergency and necessary operations, will be closed and employees excused from work on the holidays listed below:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday prior to Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving

	in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday*	(2) per calendar year

Regular, full-time hourly-paid employees will be paid 8.0 hours at their regular rate for holiday pay whether the holiday is worked or not. The Town does not count holiday hours (non-worked hours) in addition to hours actually worked as 'hours worked' for purposes of calculating overtime during the pay period in which the holiday occurs.

When a legal holiday falls on Saturday, offices will be closed the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed. To receive compensation for a holiday, the employee must be in an active pay status on the workday before and the workday following the holiday unless on approved paid leave.

**Scheduling of floating holiday must be approved in advance in order to allow the Town to appropriately schedule and staff for positions.*

4.4. VACATION LEAVE

Vacation is an employee benefit that is awarded based on length of service to the Town for all regular full-time, exempt, and non-exempt employees. The Town will try to honor all vacation requests; however, vacations cannot interfere with the Town's operation. Therefore, vacation must be approved by the City Manager, or designee, in advance on a first come, first-served basis. If any conflicts arise in vacation requests, preference will be given to the employee with the longest length of continuous service.

No employee may begin his/her vacation leave until his/her request has been approved. Legal holidays falling within a vacation period are not to be counted as vacation days. Service in the Tennessee National Guard, Military Reserves, State Guard, or Civil Air Patrol may be charged as annual vacation at the option of the employee where statutorily allowed. Employees electing to coincide vacation time with military leave shall receive full pay for the specified vacation leave above and beyond what is required by Tennessee law.

The vacation benefit year begins on the employee hire date anniversary. Employees may roll over no more than 40 hours of vacation annually. As such any unused vacation time over 40 hours on the employee's hire date anniversary will automatically roll over into the employee's sick leave.

Vacation time will be calculated according to the following schedule:

<i>Time in Service</i>	<i>Vacation Time Earned</i>
<i>3 Months</i>	<i>40 hours</i>
<i>Completion of 1 year</i>	<i>80 hours annually</i>
<i>Completion of 5 Years</i>	<i>120 hours annually</i>
<i>11 + years</i>	<i>160 hours annually</i>

Vacation Pay-out at Termination of Employment (*minimum of 1 year of continuous service required for eligibility*): If there is unused vacation time upon separation from employment with the Town, the employee will be paid out at his/her regular, base rate. Vacation cannot be used to 'work out' notice of resignation. A break in service of 6 months or more will reset the vacation accrual calculation.

4.5. SICK LEAVE

Sick leave accrual begins upon employment and accrues at the rate of (8) hours per month of service with no accrual limit. When an employee is on "leave without pay" for 10 days during a calendar month no sick leave will be accrued. Sick leave will not be cashed out upon separation from employment. Unused sick leave at time of retirement will be provided to TCRS for calculation of service credit.

To prevent abuse of the sick leave privilege, department heads are required to satisfy themselves that the employee is genuinely ill before paying sick leave. Any absence may require a doctor's certificate, any absence in excess of three (3) workdays shall require a doctor's certificate upon return to work. Sick leave is not to be used to replace vacation leave time except as provided by law.

Generally, employees become eligible to use sick leave when:

- Employees are incapacitated by sickness or non-job-related injury or for medical, dental, psychological, or optical diagnosis and treatment.
- For necessary care and attendance of a member of the employee's household or the following immediate family members: Spouse, Parent, Sibling, Child, Parent-in law, Grandparent, and person for whom the employee stands in loco parentis.

Use of sick time for purposes other than specifically mentioned in this section may be approved by the employees Department Head or City Manager on a case-by-case basis.

Any hours deducted from an employee's sick leave accumulation shall be for a regular workday and shall not include holidays and scheduled off days. Employees claiming sick leave while on annual leave must support their claim by a doctor's statement.

4.6. BEREAVEMENT LEAVE

Full-time employees may take a maximum of twenty-four (24) hours of bereavement leave in conjunction with services, assisting in family matters, or memorials per relative for the following family members:

Children	Spouse	Parents	Mother-in-law
Father-in-law	Stepparent	Stepchildren	Grandfather
Grandmother	Brother	Brother-in-law	Sister
Sister-in-law	Grandchildren	Daughter-in-law	Son-in-law
Legal Guardian/Foster Child or Parent			

For bereavement of extended family members (uncle, aunt, niece, nephew, cousin) will be granted eight (8) hours of bereavement leave.

Should more than the allotted hours of leave be necessary employees may seek approval from the City Manager, or designee, to use available vacation, or sick time in addition to the bereavement leave. Notice must be given to the supervisor and the amount of vacation or sick time to be used must be approved prior to the additional time being taken. Bereavement Leave may be used non-consecutively as approved.

4.7. FAMILY MEDICAL LEAVE ACT

Eligibility: The Family & Medical Leave policy is applicable employees who work for an employer with 50 or more employees, who have worked at least 12 months for the employer, and who have worked at least 1,250 hours during the preceding 12- month period. ***Until such time the Town of Kingston Springs employs 50 or more employees, no employee is eligible for FMLA.***

4.8. WORKERS COMPENSATION LEAVE

As set forth herein, an employee of the Town of Kingston Springs who suffers injury or illness as a result of a work-related accident or condition shall receive compensation during the period of illness or injury in accordance with the Tennessee Worker's Compensation Act.

Work Related Injuries Notification: If you experience any injury on the job as a Town employee - regardless of whether it seems minor; regardless of whether it needs medical attention - you must take the following steps:

1. Report the injury immediately to your supervisor;
2. If the supervisor is not available, report it to the City Manager;
3. Should the injury occur after hours (weekdays) or on the weekends, report of the injury must be made as soon as practicable – immediately if possible – to the supervisor;
4. Failure to comply with this procedure may result in disciplinary action up to, and including, termination of employment.

Please note that health insurance will not cover the cost of a work-related injury. Timely reporting is important and is required by law.

No compensation shall be paid by the Town for the first seven (7) days of disability resulting from injury, excluding the day of injury. *If sick leave is accumulated, the employee may use it for this seven (7) day period only.* If disability extends beyond the seven (7) day period, workers' compensation payment from the workers' compensation insurer will commence with the eighth day after the injury. Beginning on the eighth day, and for as long as worker's compensation benefits continue, no accumulated paid leave shall be used by the employee to supplement workers' compensation temporary disability pay. In the event the disability from injury exists for a period as long as fourteen (14) days, then the workers' compensation payment will be retroactively paid beginning with the first day after injury through.

Employees on occupational disability leave due to an on-the-job injury will not be charged sick or vacation leave during the period of convalescence. Employees shall continue to accrue sick leave and vacation leave at their regular rate while on occupational disability or injury leave. The employee shall continue paying their portion of their insurance premiums normally deducted from their paycheck while on worker's compensation leave.

Time Off for Medical Appointments. Any Town employee with a workers'-compensation-related illness or injury who is on the job but seeing a medical provider for said illness/injury will not be required to use his/her accumulated sick leave for medical appointments that are scheduled during the employee's regularly scheduled work hours. Medical providers and medical appointments shall include, but not necessarily be limited to specializing physicians, medical practitioners, chiropractors, occupational therapists, and providers from other medical fields, as prescribed by provisions of the TN Code, Title 50, Chapter 6.

4.9. AMERICANS WITH DISABILITIES ACT (ADA)

The Town is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA). It is The Town's policy to provide reasonable accommodation to individuals with disabilities who are qualified for the job in question unless the accommodation would impose an undue hardship on the Town. The Town prohibits any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA as amended, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment and all employees.

Disability

"Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. 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.

Reasonable Accommodation

The Town will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. Many individuals with disabilities can apply for jobs and perform the essential functions of their jobs without any reasonable accommodations. However, there are situations in which a workplace barrier may interfere. 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 without placing an undue hardship on the Town. The Town is not required to create light duty work, but, if it does so as a reasonable accommodation that allows the employee to perform the essential functions of the job, it can create light duty on a temporary basis. The aim of light duty work is to gradually transition an employee back into his/her position, and to allow the employee a modest amount of time to heal until they are ready to perform their job duties again. The Town is not obligated to create light duty work that does not already exist.

There are three types of reasonable accommodation that may be considered:

- Changes to the job application process so that a qualified applicant with a disability will receive equal consideration for the job opportunity;
- Modifications to the work environment so that the qualified individual with a disability can perform the essential functions of the job; or
- Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and privileges of employment as other similarly situated employees without disabilities.

Essential Job Functions

For each position, the job description typically will identify essential job functions. The City Manager generally will review job descriptions on a periodic basis to evaluate job functions designated as essential. An employee's questions about a job's requirements should be directed to the employee's supervisor or the City Manager.

Requesting a Reasonable Accommodation

An employee with a disability is responsible for requesting an accommodation from his/her supervisor and engaging in an informal process to clarify what the employee needs and to identify possible

accommodations. The Town will provide notice of the employee's rights under the ADA and document the interactive process discussions. If requested, the employee is responsible for providing medical documentation regarding the disability.

The employee should describe the problem created by a workplace barrier so that an appropriate accommodation may be considered. The City Manager, or designee, will work with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job.

Based on this interactive process, a reasonable accommodation will be selected that is appropriate for both the Town and the individual employee. While an individual's preference will be considered, the Town is free to choose between equally effective accommodations with consideration toward expense and impact on the rest of the organization.

A request for reasonable accommodation may be denied if it would create an undue hardship for the Town. The Town will provide notification in writing of denial based on undue hardship. Factors to be considered when determining whether an undue hardship exists include the cost of the accommodation, the organization's overall financial resources, the financial resources of the particular facility at which the accommodation is to be made, the number of employees at the facility, the total number of employees of the organization, and the type of operation.

Grievances

In the event that an employee would like to grieve the outcome of the reasonable accommodation and interactive process, he/she should follow the Town Grievance Procedure.

Safety

All employees are expected to comply with all safety procedures. The Town 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 Town and will be based on factual, objective evidence. A written copy of the determination will be given to the employee so that s/he may submit additional information and/or challenge the determination that s/he poses a direct threat.

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.

It is the policy of the Town to prohibit any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels s/he has been subject to such treatment or has witnessed such treatment, the situation should be reported using the harassment complaint procedure.

The Town's policy prohibits retaliation against an employee for exercising his or her rights under the ADA or applicable state fair employment laws. Any employee found to have engaged in retaliation against an employee for exercising his or her rights or for making a request for reasonable accommodation under this policy will be subject to disciplinary action up to and including discharge. If an employee feels he or she has been retaliated against, the situation should be reported using the harassment complaint procedure.

4.10. MILITARY LEAVE

Any employee who is or becomes a member of the armed forces of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) and leaves work for initial training for the Guard or Reserves, leaves work to join active-duty military, or is called to active duty, will be placed on military leave. Such employee must present his/her supervisor or department head with advance notice of the active-duty orders. The employee's seniority, status and pay rate will remain unchanged during his/her time of military leave. Continued health insurance coverage will be offered up to 24 months, with the employee paying premiums due for such policy. For the first 31 days of military leave, the Town will maintain contribution at the same level as was done prior to leave. An employee wishing to continue health insurance coverage during his/her military leave shall provide a mailing address where notices of premium payments due may be sent. When an employee's unpaid leave time is greater than half of their assigned shifts or more during any calendar month, no sick leave accrues for that month.

The process for reinstatement of employees returning from military leave begins when the employee submits an "application for re-employment." Said application must be submitted within ninety (90) days of the end of service, or from the end of hospitalization continuing after discharge for a period of not more than one (1) year for an injury/illness related to deployment.

The returning employee will be re-employed in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

4.11. GUARD/RESERVIST LEAVE

Any employee who is member or may become a member of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year.

Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. Employees serving in the National Guard or Military Reserve will receive full compensation for a period of twenty (20) days of military leave each calendar year, excluding holidays and scheduled off days. Such leave will not be charged to any form of accrued paid leave. An employee requesting military leave shall provide the Town the dates for training and travel time in advance. After the twenty (20) working days of full compensation, members of any reserve component of the armed forces of the United States, including members of the Tennessee army and air national guard, may use up to five (5) days of sick leave in lieu of vacation leave for the purposes of not having to take leave without pay.

Active State Duty: TN State Guard, Civil Air Patrol

In addition to the leave of absence provided above, employees who are members of the Tennessee Army and Air National Guard on active state duty or the Tennessee State Guard and Civil Air Patrol shall be entitled to an unpaid leave of absence from their respective duties, without loss of time, pay not specifically related to leave of absence time, regular leave or vacation, or impairment of efficiency rating for all periods of service during which under competent orders he/she is engaged in the performance of duty or training in the service of this state, including the performance of duties in an emergency.

Pursuant to T.C.A. § 42-7-102, members of the United States Air Force Auxiliary Civil Air Patrol who participate in a training program for the Civil Air Patrol, or in emergency and disaster services, as defined in T.C.A. § 58-2-101, are entitled to a leave of absence with pay for a period of not more than fifteen (15) days during a calendar year for such purposes if the leave of absence is at the request of the employee's wing commander or the wing commander's designated representative. Employees granted leave are entitled to their regular salary during the time that they are away from their regular duties. All the rights and benefits of the employee continue as if a leave of absence had not been granted. It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists.

4.12. LEAVE WITHOUT PAY

Leave without pay is defined as time off from regular work which may be granted without pay at the recommendation of the employee's department head. Leave without pay may only be authorized by the City Manager unless provided for statutorily.

Leave without pay for a period greater than 5 work days may only be granted after an employee exhausts all applicable paid leave, and for a period not to exceed thirty (30) days for good and sufficient reasons that are considered uncontrollable. When an employee is on Leave Without Pay for greater than half of their assigned shifts during any calendar month, no sick time or vacation time shall accumulate until the employee returns to work for their regular schedule work shift.

There is no job protection entitlement associated with a leave without pay except where statutorily mandated. Such leaves of absence may be granted to regular, ongoing full-time employees in instances where unusual or unavoidable circumstances require a prolonged absence and all applicable unpaid and paid-time-off options are unavailable or have been exhausted.

- The Town reserves the right to limit the number of leaves granted an employee unless statutorily mandated.
- The employee on leave without pay will not receive holiday pay.

An employee who utilizes leave time to actively pursue other employment or who accepts any employment or goes into business while on leave of absence shall be considered to have resigned from their employment and will be terminated as of the day the other employment began.

4.13. VOTING LEAVE

When elections are held in the state, leave for the purpose of voting, if requested, shall be in accordance with T.C.A. 2-1-106. Any person entitled to vote in an election held in this state may be absent from any service or employment on the day of the election for a reasonable period of time, not to exceed three (3) hours, necessary to vote during the time the polls are open in the county where the person is a resident. A voter who is absent from work to vote in compliance with this section may not be subjected to any penalty or reduction in pay for such absence.

If the tour of duty [workday] of an employee begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls of the county where the employee is a resident, the employee may not take time off under this section. The employer may specify the hours during which the employee may be absent.

4.14. JURY AND CIVIL DUTY LEAVE

Civil leave with pay shall be granted to employees for the following reasons:

1. Jury duty (T.C.A. 22-4-108);
2. To answer a subpoena to testify for the Town.

Employees providing proper documentation when selected for jury duty shall be excused from their assigned duties for the actual duration of the jury duty. In the event of release from jury duty during the employee's normal working hours, s/he shall be expected to return to his/her department. An employee shall receive full pay from the Town during jury duty. Any monies received from jury duty may be kept by the employee.

If an employee summoned for jury duty is working a night shift or is working during hours preceding those in which court is normally held, such employee will also be excused from employment as provided by this section for the shift immediately preceding the employee's first day of service on any lawsuit. After the first day of service, when such person's responsibility for jury duty exceeds three (3) hours during a day, then such person shall be excused from the person's next scheduled work period occurring within twenty-four (24) hours of such day of jury service.

4.15. CHRISTMAS BONUS

All ongoing regular full-time and part-time employees may be granted a Christmas Bonus, if the Commission elects to budget and provide such a benefit, according to terms and conditions adopted by the Commission in the Town's fiscal budget.

SECTION 5 – GENERAL RULES OF CONDUCT

5.1. RULES OF CONDUCT

The following list of unacceptable activities is a sample of the types of infractions to the Code of Conduct that may result in disciplinary action. It does not include all types of conduct that can result in disciplinary action, up to and including termination.

Rule 1 – VIOLATION OF RULES

Employees of the Town of Kingston Springs shall not commit any act or omit any acts which constitute a violation of any of the rules, regulations, directives, or orders of this Policy whether stated in this Policy or elsewhere (i.e., departmental SOP/SOG).

Rule 2 – UNBECOMING CONDUCT

Employees shall conduct themselves at all times, both on and off duty, in such a manner as to reflect most favorably on the Town. Unbecoming conduct shall include that which brings the Town disrepute or reflects discredit upon the individual as an employee of the Town, or that which impairs the operation or efficiency of the Town.

Rule 3 – IMMORAL CONDUCT

Employees shall not participate in any incident involving moral turpitude, which impairs their ability to perform or causes the Town to be brought into disrepute. Moral Turpitude is defined as conduct that is believed to be contrary to community standards of honesty, justice, or good morals, thought by a reasonable person to be shameful, corrupt, or vile acts.

Rule 4 – CONFORMANCE TO LAWS

Employees shall in the course of their duties obey all laws of the United States and of any state and local jurisdictions in which the employees are present. Violation of any law may be evidence of violation of this section.

Rule 5 – REPORTING FOR DUTY

Employees shall report for duty at the time and place required by assignment or orders and shall be properly equipped and be aware of all information required for the proper performance of duty.

Rule 6 – NEGLECT OF DUTY

Employees shall not commit any acts expressly forbidden or omit any acts that are specifically required by the laws of this state, the ordinances of this Town, the Personnel Policy, policies, procedures, or directives of the Town. Employees shall not engage in any activity or personal business that could cause them to neglect or be inattentive to duty.

Rule 7 – FICTITIOUS ILLNESS OR INJURY REPORTS

Employees shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive any official of the Town as to the condition of their health.

Rule 8 – EMPLOYMENT; SICK – INJURED – LIMITED DUTY

No employee shall engage in off-duty employment of any kind while on sick leave, workers compensation leave, or leave of absence status, except by specific written permission from the City Manager.

Rule 9 – SLEEPING ON DUTY

Employees shall remain awake while on duty. If unable to do so, they shall so report to their supervisor,

who shall determine the proper course of action.

Rule 10 – UNSATISFACTORY PERFORMANCE

Employees shall maintain sufficient competency to properly perform their duties and assume the responsibility of their positions. Employees shall perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the functions and objectives of the department.

Unsatisfactory performance may be demonstrated by a lack of knowledge of the job duties; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the position; the failure to take appropriate action; or absence without approval.

Rule 11 – INSUBORDINATION

Employees shall promptly obey any lawful directives of a supervisor, department head, or the City Manager and shall be truthful in any communication with a supervisor, department head, the City Manager, elected officials, and the City Attorney.

Rule 12 – GRATUITIES

Gratuities acceptance policy is outlined in the Municipal Code Title 1 Section 405.

Rule 13 – ABUSE OF POSITION

Employees shall not use their official position, official identification card, or badges:

1. To secure any privilege or exemption for themselves or others that is not authorized by the charter, general law, or ordinance or policy of the Town; or
2. To avoid consequences of unlawful acts.

Rule 14 – ENDORSEMENTS AND REFERRALS

Employees shall not recommend or suggest in any manner, except in the transaction of personal business, the employment or procurement of a particular product, professional service, or commercial service.

Rule 15 – CITIZEN COMPLAINTS

Employees shall courteously and promptly direct complaints against employees to a supervisor for handling. Supervisors taking a complaint may attempt to resolve the complaint but shall never attempt to dissuade anyone from lodging a complaint against any employee.

Rule 16 – COURTESY

Employees shall be courteous to the public and co-workers. Employees shall be tactful in the performance of their duties; shall exercise patience and discretion; and shall not engage in argumentative discussions.

Rule 17 – REPORTS

Employees shall submit all required reports on time and in accordance with established procedures. Reports submitted by employees shall be truthful and complete and no employee shall knowingly enter or cause to be entered any inaccurate, false, or improper information, or alter, remove, or destroy any report once filed for the purpose of altering the natural order of information. Per Public Chapter 495 – 2019 the penalty for knowingly making a false entry in, or a false alteration of a government record, may be punishable as a Class E Felony under Tennessee Law.

Rule 18– ISSUANCE / RETURN OF TOWN OWNED EQUIPMENT

Each employee may be issued or provided with authorized equipment required for duty. Any employee

separated from employment shall return all equipment issued.

Employees shall utilize Town-owned property only for its intended purpose in accordance with established procedures and shall not abuse, damage, alter, tamper with, repair unless authorized, or allow unauthorized persons to use Town-owned property. All Town-owned property issued to employees shall be maintained in a proper order and returned upon separation from employment. Intentionally defacing or damaging Town property is not permitted.

Rule 19 – TRUTHFULNESS

Upon the directive of the City Manager, department head or a supervisor, employees shall fully and truthfully answer all questions specifically directed and narrowly relating to the performance of official duties or fitness for duty which may be asked of them.

As a public employee, the Town may require you to provide information as part of an internal and/or administrative investigation to determine whether disciplinary or administrative action is necessary. You may be ordered to truthfully respond to questions or be subject to disciplinary action. You may be asked questions specifically, directly, and narrowly related to performance of your official duties or fitness for your job. You are entitled to all the rights and privileges guaranteed by the law and the Constitution of the United States, including the right not to be compelled to incriminate yourself. If you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you could be subject to discharge. If you do answer, neither your statement, nor any information or evidence which is gained by reason of such statement, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent internal discipline.

Rule 20 – TOWN VEHICLE USAGE

All Town vehicles and equipment are for official use only. No other person other than a Town employee may operate a Town vehicle or piece of machinery. Passengers may be carried only as part of official business. Drivers and/or operators must have a valid driver's license and other certifications as required for a particular vehicle or piece of equipment and be approved by the department head or the City Manager. Employees who operate Town equipment or vehicles are not to use a handheld cellular phone or other device (to include text messaging), either personal or business-use, while driving, refueling, or operating equipment. *The City Manager as authorized by the Town Commission may promulgate a list of positions eligible for take-home vehicles.*

Rule 21 – ETHICAL and LEGAL BEHAVIORS

Employees shall not conspire or knowingly engage in any activity which deprives any person of their civil rights, due process, equal opportunity for employment, advancement, job opportunities, or any constitutional or statutory guaranteed right. No employee shall disseminate confidential or protected information to any unauthorized person for any purpose.

Employees are responsible to follow the ethics code as defined in The Town of Kingston Springs Ethics Ordinance contained within the Town of Kingston Springs Municipal Code.

5.2. DRUG FREE WORKPLACE (DFW Policy Adopted Separately)

To provide a safe, healthy, productive, and drug-free working environment for its employees to properly conduct the public business, the Town has adopted a drug and alcohol testing policy. The policy complies with the Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs; Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Department of Transportation (DOT) rules, which include

procedures for urine drug testing and breath alcohol testing; and the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, pipeline, commercial marine, and mass transit industries. The types of tests that may be required under the DFW policy are pre-employment, transfer, reasonable suspicion, post-accident (post-incident), random (for safety-sensitive positions only), return-to-duty, and follow-up.

It is the policy of the Town that the use of drugs by its employees and impairment in the workplace due to drugs and/or alcohol is prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to disciplinary action. Prohibited and/or illegal conduct includes but is not limited to:

1. being on duty or performing work for the Town while under the influence of drugs and/or alcohol;
2. engaging in the manufacture, sale, distribution, use or unauthorized possession of drugs at any time and of alcohol while on duty or while in or on Town property, or Town vehicles;
3. refusing or failing a drug and/or alcohol test administered under the policy;
4. providing an adulterated, altered, or substituted specimen for testing;
5. use of alcohol within four hours prior to reporting for duty on schedule, while on duty, or use of alcohol while on-call for duty; and
6. use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.

Employees who are required to take prescribed or over-the-counter medication shall notify the immediate supervisor should the medication produce, or be at risk of producing, any effects which might limit the employee's ability to safely perform his/her job.

Per Public Chapter 373 – 2019 a valid prescription is defined only as a prescription issued within six (6) months prior to a positive drug test.

The Town performs post-offer, pre-employment (for safety sensitive positions); post-accident; reasonable suspicion; and return to duty testing. No disciplinary action may be taken pursuant to this drug policy against employees who voluntarily identify themselves as drug users prior to selection for drug testing, obtain counseling and rehabilitation through the Town's Employee Assistance Program or other program sanctioned by the Town, and thereafter refrains from violating the Town's policy on drug and alcohol abuse. However, voluntary identification will not prevent disciplinary action for the violation of the Town's drug and alcohol testing policies and regulations, nor will it relieve the employee of any requirements for return to duty testing.

A job applicant will be denied employment with the Town if his/her post-offer, pre-employment test result has been confirmed positive.

Current employees will be subject to disciplinary action up to and including termination of employment if their test result has been confirmed positive, if they refuse to test, or for any other violations outlined in the Drug Free Workplace policy. Compliance with this substance abuse policy is a condition of employment; the Town will pay for all required drug tests.

The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire or disciplinary actions up to and including termination of employment. The submission by an applicant or employee of a urine sample that is not his/her own or is adulterated shall be grounds for refusal to hire or disciplinary actions up to and including termination of employment.

All property belonging to the Town is subject to inspection at any time without notice, as there is no expectation of privacy.

- a. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.
- b. Employee assigned lockers (that are locked by the employee) are also subject to inspection.

Employees who have reason to believe another employee is using alcohol or illegal drugs while on duty must report the facts and circumstances immediately to their supervisor or the City Manager. Failure to do so may result in disciplinary action. Supervisors are required to detail in writing the specific facts, symptoms, or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate department head who shall immediately forward the information to the City Manager.

To the extent allowed under the Tennessee Open Records Law, all information from an employee's or applicant's drug and alcohol test is confidential and only those individuals with a need to know are to be informed of test results.

5.3. WORKPLACE VIOLENCE AND HARASSMENT

The Town is committed to preventing workplace violence and to maintaining a safe work environment. It is the policy of the Town to promote a productive, safe, and healthy work environment for all employees, customers, vendors, contractors, and members of the general public and to provide for the efficient and effective operation of the Town's activities.

Employees are expected to maintain a productive work environment free from harassing or disruptive activity including threats of physical violence. No form of bullying or harassment will be tolerated, including sexual harassment and harassment based on race, color, creed, religion, sex (*including pregnancy, sexual orientation, marital status, gender or gender identity*), age, national origin, disability, military status, genetic information; an employee's 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.

This policy applies to all Town employees, elected officials, appointed officials, regular part-time/temporary/seasonal employees, members of the public, and contractors. The governing body may discipline an elected official in whatever manner it deems appropriate, consistent with its authority under state law, the municipal charter, ordinances, resolutions, or other rules governing discipline of elected officials.

Per Public Chapter 331 – 2019 the Town can seek an injunction against a person who commits harassment against a Town employee.

Harassment of an employee by a non-employee is defined as two (2) or more instances of contact serving no legitimate purpose directed at an employee, in connection with that person's status as an employee, that a reasonable person would consider alarming, threatening, intimidating, abusive, or emotionally distressing and that does or reasonably could interfere with the performance of the employee's duties.

The Town will not tolerate bullying, or verbal or physical conduct by an employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, abusive, offensive, or hostile environment.

1. No employee or non-employee shall be allowed to harass any other employee or non-employee by exhibiting behavior including, but not limited to, the following:
 - a. Verbal harassment – Verbal threats toward persons or property; the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slurs; offensive flirtations or propositions; verbal intimidation; exaggerated criticism or name-calling; spreading untrue or malicious gossip about others.
 - b. Physical Harassment – Any physical assault, such as hitting, pushing, kicking, holding, impeding, or blocking the movement of another person.
 - c. Visual Harassment – Displaying derogatory or offensive posters, cartoons, publications, or drawings.
 - d. Bullying – Workplace bullying refers to unwanted aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The imbalance of power involves the use of physical strength, access to embarrassing information, or popularity to control or harm others. This behavior may be performed by individuals (or a group) directed towards an individual (or a group of individuals).
 - e. Abusive Conduct – 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 work environment, which can include but is not limited to:
 - i. repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
 - ii. verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
 - iii. the sabotage or undermining of an employee's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe; multiple acts may rise to the level of pervasive. To aid employees in identifying abusive conduct, the following examples are provided. These examples are not exhaustive; they illustrate, however, the types of conduct that may violate this policy:

- Intimidating an employee by excessive yelling, repeated emotional outbursts, berating others, using an unreasonably harsh tone of voice;
- Undermining another's work by withholding pertinent work-related information or purposefully giving incorrect information, or by not giving enough information to do what is required, as compared to others;
- Persistent or constant criticism in front of others for the purpose of humiliating another employee;
- Isolating an employee from co-workers, or launching a campaign not based on facts to provoke an employee to leave or be removed;
- Making humiliating or degrading remarks about a person through or on social media; or
- Any malicious behavior a reasonable person would find unprofessional, disturbing, and/or harmful to his or her psychological health.

Under no circumstances are the following items permitted on Town property, including Town- owned parking areas, except when issued or sanctioned by the Town for use in the performance of the employee's job or otherwise specifically authorized by statute:

- a. dangerous chemicals;
- b. explosives or blasting caps;
- c. other objects carried for the purposes of injury or intimidation;

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, department heads, or the City Manager before the situation escalates into potential violence.

The Town 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 if they believe a criminal act has occurred. Employees are prohibited from interfering or attempting to interfere with any departmental investigation.

False allegations will be dealt with on a case-by-case basis, and depending on the outcome, may include disciplinary action, up to and including termination.

Sexual Harassment

The following actions constitute an unlawful employment practice and are absolutely prohibited by the Town when they affect employment decisions, create a hostile work environment, cause distractions, or unreasonably interfere with work performance. They are:

1. Sexual harassment or unwelcome sexual advances;
2. Requests for sexual favors;
3. Verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting, or propositioning;
4. Explicit or implied job threats or promises in return for submission to sexual favors;
5. Inappropriate sexually oriented comments on appearance;
6. Sexually oriented stories;
7. Displaying sexually explicit or pornographic material, no matter how the material is displayed or communicated; and/or
8. Sexual assault on the job by supervisors, fellow employees, or non-employees
9. Demeaning insulting, intimidating or sexually suggestive written, recorded or electronically transmitted materials (such as email, instant message, video and audio, and internet materials).

Sexual harassment includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women.

Making harassment complaints

An employee who feels he/she is subjected to harassment should immediately contact a person (listed below) with whom the employee feels the most comfortable. Any number of individuals may be chosen. The object is to give several options to a harassment victim. Complaints may be made orally or in writing to:

1. The employee's immediate supervisor,
2. The department head,
3. The City Manager, or
4. Human Resources Designee.

Employees have the right to circumvent the employee chain-of-command when selecting the person to complain to about harassment. The employee should be prepared to provide the following information:

1. his/her name, department, and position title;
2. the name of the person or people allegedly committing the harassment, including their title(s), if

- known;
3. the specific nature of the harassment, how long it has gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;
 4. witnesses to the harassment; and
 5. whether the employee has previously reported the harassment and, if so, when and to whom.

Employee Obligation

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 making written reports or verbally answering 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 files a complaint of harassment in bad faith. Employees are prohibited from interfering or attempting to interfere with any departmental investigation. False allegations will be dealt with on a case-by-case basis, and depending on the outcome, may include disciplinary action up to and including termination of employment.

Reporting and investigating harassment complaints

The City Manager or designee, as appropriate, is the officer the Town designates as the investigator of harassment complaints against employees. In the event the harassment complaint is against the City Manager, the investigator may be independent outside counsel appointed by the Town Commission or provided through the Town employment practices liability insurer.

5.4. ATTENDANCE

Punctual and regular attendance is necessary for the Town to operate efficiently. The Town provides a variety of forms of leave to cover absences from work. Employees are expected to report for duty and be ready to begin work by the start of the regular workday or their regular shift, unless on approved leave.

Employees unavoidably late or absent from work due to illness or other causes must notify their supervisor within the time frame established by each department, unless unusual circumstances prevent the employee from making proper notification. Employees must explain the reason for the absence and, if possible, the anticipated time and date they will return to work. When this is not possible due to sudden illness or emergency, the employee is to notify his/her supervisor as soon as possible, and in all cases if possible, prior to the start of the workday in which the employee will be absent. Failure to notify one's supervisor of absences, or abuse of leave policies may result in disciplinary action.

An unauthorized absence from work for a period of three (3) consecutive working days including three (3) days no show/no call will be considered a voluntary resignation.

PAID TIME OFF and TIME OFF DOCUMENTATION: If the timecard /sheet calculations result in less than the assigned work hours for the pay or work period, the employee must claim paid-time-off leave e.g., vacation leave, funeral leave, sick time, jury duty, or other paid-time-off reason for the lost time, including unpaid leave. (*NOTE: All of these must be approved, and some in advance.)

Prior arrangements, approved by the supervisor, for lost time for anything other than the approved, paid-time-off reasons noted above may supersede the prior approval requirement. In other words, the

employee shall be docked for lost time during the workweek if no provision is made for the absence by using any of the paid-time-off reasons listed above.

Timecards/sheets must be signed by the employee and forwarded to the supervisor for review and approval. The employee's signature attests to the accuracy and completeness of the timecard/sheet.

Any deliberate documentation inaccuracies to timecards/sheets will be considered falsification of records and documents and shall be a violation of Town policy that will result in disciplinary action being taken against any employee willfully or knowingly participating in the falsification or submission of deliberate inaccuracies, including the employee to whom the timecard/sheets applies and any other employee knowingly or willfully participating in such falsification or submission. Per Public Chapter 495 – 2019 the penalty for knowingly making a false entry in, or a false alteration of a government record, may be punishable as a Class E Felony under Tennessee Law.

5.5. INCLEMENT WEATHER

It is the Town's intent to remain open through all-weather situations unless determined the essential functions of the Town cannot be safely be administered and City Hall is closed to the public. This decision will be made by the City Manager and will be communicated via email, telephone, and/or text message.

In the event that a decision is made by the City Manager to close City Hall, employees will be notified by their supervisor as soon as possible. Employees will be compensated for their regular scheduled work hours unless the employee was scheduled to be on vacation, sick or other leave for that period. While City Hall is closed, the Town may require certain employees to work to maintain essential services or assist in special necessary functions, such as snow removal. These employees will be compensated for their regular scheduled work hours in addition to being compensated with time for time at straight time for the hours worked to maintain the essential services. In the case that City Hall is closed to the public, no exempt employee will be allowed to work remotely unless authorized to do so by the City Manager. This determination will be made based on the immediate needs of the town. If remote work is authorized the employee will be compensated for their regular scheduled work hours in addition to being compensated with time for time at straight time for the hours worked to maintain the needs of the town.

When the weather conditions appear to be so severe that an employee fears for his/her safety in traveling to or from the work site, but City Hall is not closed to the public, he/she may be absent with leave if the following conditions are met:

1. The employee informs his/her immediate supervisor of his/her absence and the reason for it as soon as possible.
2. The employee reports to work immediately if a change in weather conditions allows safe transportation to the work site.
3. The employer will deduct the missed workday (or portion thereof) from accumulated vacation leave. Reporting this leave shall follow the same requirements as other leave.

The policy is meant for those who are in danger due to weather conditions only. Should any employee abuse this policy, he/she will be subject to disciplinary action. In situations where advanced notice of closure is known, the City Manager will communicate such closure via email and telephone to Department Supervisors who will then contact their employees. Further, the City Manager may authorize work-from-home in lieu of reporting to the usual work location in the event work can be performed remotely.

5.6. TELECOMMUTING

Telecommuting is not conducive to every employee position; however, in some circumstances telecommuting may be necessary to accomplish expected duties of the position. Requests to consider telecommuting should be presented to the City Manager and will be considered on a case-by-case basis with the needs of the Town as the primary determining factor. As such, the City Manager, in his or her discretion, may authorize employees to work from home for a limited time.

SECTION 6 – MISCELLANEOUS POLICIES

6.1. NONSMOKER PROTECTION ACT

The Town complies with the Non-Smoker Protection Act of 2007 which prohibits smoking in all public places such as buildings, equipment, and Town-owned vehicles. All employees who operate Town-owned vehicles are prohibited from smoking, the use of vapor devices, or use of smokeless tobacco in the vehicle or piece of equipment. This includes other occupants that may be being transported in the vehicles. Violators of this policy will be subject to disciplinary action.

6.2. DRIVERS LICENSES

Any employee who is required as an employment condition to operate a Town vehicle must possess and maintain an appropriate valid driver's license. Any employee who drives a Town vehicle must immediately inform his/her supervisor if his/her license becomes denied, expired, restricted, suspended, or revoked. Periodic review of employees' driving records may be conducted by the Town.

Employees operating vehicles of greater than 26,000 GVW and/or carrying 15 or more passengers are required to have a Tennessee Commercial Driver's License in accordance with T.C.A. 55-50-101 et seq. Fire truck, police vehicle, and emergency medical vehicle operators are exempt from the CDL requirements.

6.3. PERSONNEL RECORDS

Per Public Chapter 495 – 2019 the penalty for knowingly making a false entry in, or a false alteration of a government record is punishable as a Class E Felony under Tennessee Law.

The Town respects the dignity and worth of each individual employee, while asking each employee to offer in return his/her loyalty, respect, and best effort. The Town will collect, retain, use, disclose, and maintain the confidentiality of employee information as required by law.

Human Resources records for each employee are kept on file and maintained in a secure manner by the City Manager or his/her designee.

The Human Resources File for each employee may contain, but not be limited to the following information:

- 1) Human Resources 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;
- 7) information relative to grievance proceedings, and complaints of discrimination and harassment filed by the employee; and,
- 8) all applicable benefits records. All medical records shall be kept in a separate confidential file for each employee.

It is the responsibility of each employee to update personal information including change of address, telephone number, marital status, draft status, beneficiaries, number of dependents, or completed

education/training maintained in the Human Resources file by notifying the City Manager or his/her designee. The Town shall not be held liable when incorrect withholding, wrong beneficiaries, or loss of employee benefits result from the failure of any employee to keep Human Resources records current.

Collection, Retention, and Use of Personal Information

The Town will strictly follow the requirements of applicable laws regarding information collection concerning membership in protected class. With these restrictions in mind, the Town will gather such information about job applicants or employees as determined by the Town to meet compliance initiatives.

The following basic principles will be applied in collecting and retaining personal information:

1. The City Manager or his/her designee shall maintain a complete (master) file of each employee's records, which will contain necessary information, as determined by applicable provisions within a Town charter, ordinance, or resolution. The master file shall be the central file containing all employee information.
2. Each department head may maintain a file on each employee in his/her charge. The file shall be limited to performance evaluations, attendance records, official memos, letters, and information related to an employee's salary history. All information contained in this file must also be present in the master file.
3. Payroll data may be kept separately from the human resources file and the departmental file, although both may include information about an employee's salary history.
4. Supervisors may maintain separate files on their subordinates. The file shall be limited to performance evaluations, attendance records, official memos, and letters. All information contained in this file must also be present in the master file.
5. Employee information may be collected from employees whenever possible, but the Town may use outside sources for other information where allowed by law.
6. Worker's Compensation documents will be maintained in a separate file in the custody of the City Manager.
7. Medical information obtained from Town provided medical examinations are the property of the Town and will be maintained in a secured file system separate from an employee's official Human Resources record. Medical information may include, but not be limited to the following: benefit documentation such as health insurance 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. These procedures are in accordance with applicable laws.

Employees' Access to Human Resources Records and Management Files

Current employees may have access to and review their own Human Resources files during normal business hours. If the employee disagrees with any information found therein, the employee may submit a written disagreement to the City Manager, which will be attached to the specific document in the file(s). Contents of employee files may not be removed, except by court order. An employee desiring to access the Human Resources file of another employee must follow the procedures for public records requests.

Employees' Access Procedures

Employees may contact the City Manager, or designee, for an appointment to view their own file. Employees must review the file in the presence of an appropriate representative. Employees may take notes and may request to be provided with a copy of any of the file's contents subject to the Town's policy on copy charges. Any question about the information's accuracy must be referred to the City Manager.

Disclosure of Applicant and Employee Records and Information

The content of applicant and employee Human Resources files is open to public inspection under the Tennessee Public Records law excluding, some personal information that has been deemed confidential under state and federal law. Only the City Manager is authorized to disclose information about applicants and employees to outside inquirers.

Confidential information shall only be disclosed under the following circumstances:

1. properly identified and duly authorized law enforcement officials without a warrant when investigating allegations of illegal conduct against the Town by applicants and employees, excluding any information otherwise protected under state and federal laws;
2. legally issued summonses or judicial orders, including subpoenas and search warrants; and
3. others as legally allowed by state and federal law.

Requests for copies of detailed applicant and employment information shall be made in writing and should be directed to the City Manager or his/her designee who will then forward to the appropriate departments. Requests for public inspection of applicant and employee records shall be directed to the City Manager or his/her designee who will then inform the appropriate departments.

Police Department applicant and employment records may be exempt from public access pursuant to state law. All requests for applicant and employment records shall be reviewed by the Chief of Police on a case-by-case basis. When a request is for a professional, business, or official purpose, and includes a request for personal information as defined by T.C.A. § 10-7- 504(g), the Chief of Police (or designated custodian of files) must notify the officer prior to disclosure. The officer must be given a reasonable opportunity to be heard to oppose the release of the information. If the Chief of Police decides not to disclose personal information, the requestor must be notified within two (2) business days from the request and the files shall be released with personal information redacted.

All public records requested shall be subject to the Town's public records request process. Confidential information will be redacted out of any Human Resources 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 shall be notified within seventy-two (72) hours of the records inspection and/or provision of copies. Police officers shall be informed that an inspection has taken place or copies have been provided; the name, address, and phone number of the person(s) making the request; person(s) for whom the request was made; and the date of inspection and/or the provision of copies. Exceptions for non-police employees may be made to release limited general information, such as the following: (a) employment dates; (b) position held; and (c) location of job site.

6.4. COMPUTER/ELECTRONIC DEVICE USE AND SOCIAL MEDIA POLICY

Computers, Town-issued electronic devices, the internet, e-mail, as with other technologies, should be used to maximize the Town's efforts in serving its citizens. It is every employee's duty to use the Town's computer resources and communication devices responsibly, professionally, ethically, and lawfully. These policies are not intended to, and do not, grant employees any contractual rights. *The Town may construct an allowance procedure subject to approval and oversight of the City Manager for issuing a stipend for employees in lieu of providing cellular phones.*

Computer/Electronic Device Use Policy Overview

The device resources are the property of the Town and should be used for legitimate business purposes. Personal use shall be minimal and shall not interfere with the performance of the employee's, or other

employees', job duties and responsibilities. Employees are permitted access to device resources to assist them in performing their jobs. Confidential information should not be provided using e-mail or shared with individuals who are not employed by the Town without authorization.

No one may use loopholes within the computer security systems, acts of deception, or knowledge of a special password to damage computer systems, compromise sensitive information, obtain extra resources, take resources from another employee, gain access to systems, or use systems from which proper authorization has not been given. Employees may not impersonate other individuals or misrepresent themselves to gain access to or compromise the Town's information technologies.

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 Town's computer resources for personal financial gain by posting messages that promote the products or services of a local business or their own product or services.

Use of device resources and Town email is a privilege that may be restricted or revoked at any time. All information contained in or on device resources and all documents generated therefrom, including information contained in or on Town-supported devices owned by the employee (such as a cell phone for which the employee receives a stipend) are for the exclusive use of the Town in connection with the conduct of its business and are the sole property of the Town.

Employees should not use their personal email addresses to conduct Town business.

Waiver of Privacy Rights

Employees expressly waive any right of privacy in anything they create, store, send or receive using the computer resources or Town-supported devices owned by the employee. Employees consent to allowing the Town to access and review all materials employees create, store, send or receive using the computer resources or Town-supported devices owned by the employee.

Inappropriate or Unlawful Material

Material that is, or could reasonably be regarded as, derogatory or discriminatory on the basis of race, color, religion, gender or gender identity, age, national origin, disability, military status, genetic information or any other basis protected by law, or is fraudulent, harassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, by e-mail or other forms of electronic communication (such as bulletin Commission systems, news groups and chat groups) or displayed on or stored in the computer resources.

Misuse of Software

The Town purchases and licenses the use of various computer software programs. Without prior authorization and proper licensing, employees may not do any of the following: a) copy software for use on their home computers; (b) provide copies of software to any third person; (c) install software or hardware on any Town computer resources; (d) download any software from the internet or other online service to any Town computer resources; (e) modify, revise, transform, or adapt any software on any computer resources.

Compliance with Laws and Licenses

In their use of computer resources, employees must comply with all software licenses and copyrights and all state, federal and international laws governing intellectual property and online activities.

Communication of Confidential Information

Unless expressly authorized by the Town, sending, transmitting, or otherwise disseminating confidential information is strictly prohibited.

Monitoring Usage

The Town may monitor any and all aspects of the use of Town-issued device resources. The circumstances under which monitoring of resources may occur includes monitoring sites visited by employees on the internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by employees to the internet, and reviewing e-mail sent and received by others. Employee violations of any of the provisions outlined in this policy may subject employee to disciplinary action.

Public Records

All correspondence sent and/or received by employees related to Town business is public record under the Tennessee Public Records Act and may be subject to public inspection under the law. Employees must retain all communications and records, including, but not limited to, text messages and emails, in accordance with the Town's records retention policy.

SOCIAL MEDIA POLICY STATEMENT

This policy applies to every employee currently employed by the Town in any capacity who posts any material whether written, audio, video or otherwise on any website, mobile device application, blog or any other medium accessible via the Internet. Use of the Town's social media to support or oppose individual political candidates, political parties, or any ballot measure is strictly prohibited.

For purposes of this policy, social media is content created by individuals using accessible and scalable technologies through the internet. Examples of social media include but are not limited to: Facebook, blogs, RSS, YouTube, Twitter, LinkedIn, discussion forums, and online collaborative information and publishing systems that are accessible to internal and external audiences (i.e., wikis, including Wikipedia).

Employees shall abide by the terms of use and rules and guidelines of each individual social media platform utilized. By posting on the Town sites, an employee may be granting to the Town an irrevocable, perpetual, non-exclusive license to use and distribute content for any purpose, commercial, advertising, or otherwise. Employees who violate the terms of this policy are subject to discipline up to and including termination.

Town owned or created social media

The Town maintains an online presence. The provisions of this section apply to Town employees posting content in an official capacity on a Town owned or created social media platform or on any other platform. Unless authorized, an employee may not characterize him or herself as representing the Town directly or indirectly.

All Town social media sites and platforms representing the Town in an official capacity must be created pursuant to this policy and be approved by the City Manager or designee. Accounts and pages should, where possible, feature the official Town name and logo. The Town's social media platforms are also encouraged to use official Town Graphic Identity Standards for color, logo, seal, type font, marks, etc.

The Town maintains a primary and predominant internet presence defined by the City Manager or designee and no other website, blog or social media site shall characterize itself as such. Whenever possible a social media site or platform shall link or otherwise refer visitors to the Town's main website.

The City Manager or designee shall coordinate the upkeep of content on social media sites or platforms created pursuant to this policy.

All Town social media sites and platforms are subject to the Tennessee's Public Records Act (T.C.A. § 10-7-101, et seq.), and no social media site or platform shall be used to circumvent or otherwise violate this law. All lawful records requests for information contained on a Town social media site or platform shall be directed to the City Manager or designee and will be fulfilled by any employee whose assistance is necessitated. Every social media site or platform shall contain a clear and conspicuous statement referencing the state law. All official postings on a Town social media site or platform shall be preserved to the extent possible in each platform in accordance with any applicable retention policy.

The following content is not allowed and will be immediately removed and may subject the poster to banishment from all Town social media sites and platforms:

- a. Profane language or content;
- b. Obscene images;
- c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, color, religion, gender or gender identity, age, national origin, disability, military status, communication with an elected public official, free speech, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law., creed, or status with regard to public assistance;
- d. Sexual content or links to sexual content;
- e. Solicitations of commerce;
- f. Illegal conduct or encouragement of such;
- g. Content that incites violence or harassment;
- h. Links to third party sites and platforms; or
- i. Content that violates a legal ownership interest of any other party.

Rights and permissions must be secured before posting, sharing, or distributing copyrighted materials, including but not limited to music, art, copyrighted photographs or texts, portions of copyrighted video, or information considered proprietary by a Town employee, vendor, affiliate, or contractor. Authorized employees must secure written permission prior to using/incorporating any copyrighted or proprietary materials except when such material is covered under Fair Use provisions.

An employee must not post content on Town sites and platforms that might be embarrassing to an individual or that could be construed as placing a customer, employee, or other individual in a negative or false light. An employee must not post content that might cause someone to believe that his/her name, image, likeness, or other identifying aspect of his/her identity is being used, without permission, for commercial purposes. Employees shall not post any content to a Town's social media site or platform for their financial gain or for the financial gain of any other person or entity. A Town employee posting on a Town social media site or platform shall take reasonable care not to disclose any confidential information in any posting.

Non-Town social media

This section applies to Town employees posting content to non-Town created social media sites and platforms in their personal capacity. Employees are prohibited from posting anything on the Internet that could be construed as an act of unlawful harassment, a threat, or other evidence of discrimination. Employees should limit their personal Internet activities to non-working hours, meal periods and/or rest breaks. An employee may not characterize him or herself as representing the Town, directly or indirectly, in any online posting unless done pursuant to a written policy of the Town.

The simultaneous use of a Town email address, job title, official Town name, or logo in conjunction with a posting may be evidence of an attempt to represent the Town in an official capacity. Other communications leading a reasonable viewer to conclude that a posting was made in an official capacity may also be deemed evidence to represent the Town in an official capacity.

Any postings on non-Town social media sites and platforms made in an official capacity or that can reasonably be construed to have been made in an official capacity, may be subject to the Tennessee Public Records Act. A Town employee posting on a non-Town social media site or platform shall take reasonable care not to disclose any confidential information in any posting. When posting in a personal capacity an employee should take reasonable care to distinguish that his content is a personal expression and not that of the Town.

Perception

With social media, the lines between public and private, personal, and professional can be blurred. Employees identifying themselves as working for the Town of Kingston Springs should be mindful that they may be creating perceptions about themselves and about the Town by customers, business partners, and the general public, and perceptions about themselves by co-workers, other employees, supervisors, and management.

- a. Employees must not represent or speak on behalf of the Town on their personal social media sites when they are not authorized to do so.
- b. Employees must not give the appearance that they are speaking on behalf of the Town and/or department or posting comments as an official Town employee on personal social media sites when they are not authorized to speak on behalf of the Town.
- c. This perception may be avoided by choosing to not post work-related information, featuring themselves while wearing a Town uniform or displaying Town logo, public safety patches, badges, or Town vehicles on a personal site – especially in profile images.

These actions could cause people to believe employees are posting as authorized Town spokespersons, official department representatives, or on behalf of the Town.

SECTION 7 – SEPARATIONS AND DISCIPLINARY ACTION

All separations of employees from positions with the Town shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, reduction in force, disability, retirement, death, or dismissal. At the time of separation and prior to final payment, all records, assets, and other Town property in the employee's custody must be transferred to the Town.

Any amount due for failure to return Town property may be withheld from the employee's final compensation on a depreciated/prorated basis. Deductions from pay cannot result in the employee being paid less than the federal minimum wage. These rules are not intended to grant property interest in employment. All sworn Police Department separations will comply with TN P.O.S.T. Commission notification requirements.

7.1. RESIGNATION

In the event an employee decides to leave the Town's employ, an appropriate (customarily, two weeks') notice shall be given so that arrangements for a replacement can be made. In such a case, employees will be expected to return any/or all Town equipment assigned and/or in their possession. An unauthorized absence from work for a period of three (3) consecutive working days may be considered resignation from employment by means of job abandonment.

In the event an employee tenders a resignation with appropriate notice while in good employment standing, and not under investigation for an offense in violation of Town policy, the Town may, if in the best interest of Town operation, remove the employee from service and compensate them for remaining scheduled work hours and any unpaid vacation.

If a former employee returns to Town employment after resigning, his/her status of seniority, pay, leave, etc., will be the same as a new employee unless the employee returns within six months.

7.2. REDUCTION IN FORCE / LAYOFF

To establish an effective and equitable process in the event that a reduction-in-force (RIF) is necessary, a RIF may be determined as necessary by the City Manager. The City Manager may promulgate additional policy, rules, and procedures necessary for the implementation of a RIF.

This regulation applies to all regular employees. Provisional 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 Town supplements, may be subject to a reduction or elimination of the Town supplement. A loss of the Town supplement may not ultimately result in a position reduction.

In the event that a RIF becomes necessary, consideration shall be given to Town needs, the quality of each employee's service, and finally as a tiebreaker, if needed, the length of service in determining retention. For the purpose of this regulation, it is understood that upon determination that a RIF becomes necessary, a RIF plan may be implemented based on any current circumstances.

7.3. DISABILITY

An employee may be separated from employment with the Town for a disability when he/she cannot perform the functions of the job because of a physical or mental impairment that cannot be accommodated.

7.4. RETIREMENT

Retirement is defined as voluntary withdrawal from Town employment by an employee eligible to receive retirement benefits under Social Security, the Tennessee Consolidated Retirement System (TCRS), or other adopted retirement system. Retirement benefits are based upon the regulations of the retirement system in which the employee is enrolled and any other applicable provisions that may be in effect at the time of that employee's retirement. Whenever an employee meets the conditions set forth in the retirement system's regulations, he/she may elect to retire and receive all benefits earned under the appropriate schedule.

7.5. DEATH

All compensation due in accordance with T.C.A., Section 30-2-103, designation of beneficiary, wages and debts owed deceased employee, shall be paid except for such sums as by law must be paid to the surviving spouse.

7.6. DISMISSAL

The City Manager may remove all officers and employees of the Town subject to the Town Charter, state law, and provisions of this personnel policy.

7.7. DISCIPLINARY ACTION

Whenever an employee's performance, attitude, work habits, or personal conduct fall below desirable level, supervisors should inform employees promptly and specifically of such lapses and should give them counsel and assistance. All records associated with disciplinary action shall become a permanent part of the employee's file. The employee may attach a rebuttal statement, or, if discipline is rescinded at a later date, the Town may attach a letter of rescission.

The types of disciplinary action include, but may not be limited to:

1. oral reprimand,
2. written reprimand,
3. suspension,
4. reduction in pay,
5. demotion, and
6. dismissal

Disciplinary action may be remedial and progressive, when practical, with the objective of directing and motivating employees to fully carry forth their work obligations to the Town.

Employees should be informed of standards of conduct, performance, and applicable rules and regulations. Rules and regulations should be consistently applied considering the gravity of the infraction, mitigating circumstances, previous work record, and other relevant criteria. As a public employee, the Town may require you to provide information as part of an internal and/or administrative investigation to determine whether disciplinary or administrative action is necessary. You may be ordered to truthfully respond to questions or be subject to disciplinary action. You may be asked questions specifically, directly, and narrowly related to performance of your official duties or fitness for your job. You are entitled to all the rights and privileges guaranteed by the law and the Constitution of the United States, including the right not to be compelled to incriminate yourself. If you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you could be subject to discharge. If you do

answer, neither your statement, nor any information or evidence which is gained by reason of such statement, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent internal discipline.

Oral reprimand

Whenever an employee's performance, attitude, work habits, or personal conduct fall below a desirable level, the supervisor should inform the employee of such lapses and should give him/her counsel. If justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. The supervisor will place a memorandum in the employee's file stating the date of the oral reprimand, what was said to the employee, and the employee's response. The memorandum will be reviewed with the employee prior to placement in the employee's file.

Written reprimand

The supervisor administering the reprimand will advise the employee that the action is a written reprimand. At the conclusion of a meeting with the employee, a signed copy of the written reprimand will be given to the employee and a copy placed in the employee's file. It is recommended that the affected employee sign the written reprimand to indicate that he/she has seen the document and to acknowledge receipt of the employee's copy. Should the employee refuse to sign the written reprimand, the supervisor will obtain a witness to sign and date the form and so indicate the employee's refusal to sign.

Suspension

An employee may be temporarily suspended with or without pay by the City Manager.

Reduction in pay / Disciplinary demotion

An employee may have their pay reduced, and or be demoted as a disciplinary action by the City Manager.

Discharge

An employee may be discharged by the City Manager. The action of the City Manager as authorized by the Charter, shall be final and binding on all parties involved, unless overturned or remanded by the appropriate court on appeal.

The Town shall assess terminations using the following standard:

- The employee was informed either verbally, or by promulgation of work rules, that an act, omission, or behavior could reasonably result in discipline.
- The employee should have known that the act, omission, or behavior could reasonably result in discipline due to the nature of such.
- The Town took reasonable steps to make a fair determination of the circumstance(s) involved.
- The Town has reasonable cause to believe the employee committed the alleged act, omission, or behavior based on observation of reasonable facts, even if the employee denies such.
- The Town took reasonable measures to ensure the consistent application of rules and regulations using available resources.

7.8. INVESTIGATIVE LEAVES

Administrative leave with pay/reassignment

An employee may be placed on administrative leave with pay from his/her specific job duties or temporarily reassigned pending the outcome of an investigation upon approval of the City Manager, or approved designee. A copy of the temporary removal/reassignment notification and related documentation shall be forwarded to the City Manager or his/her designee for inclusion in the employee's

file.

Administrative leave without pay

When an employee is unable to effectively perform the duties of his/her position due to an ongoing investigation, the employee may be temporarily placed on administrative leave without pay by the City Manager pending the outcome of the investigation when it is in the best interest of the Town. In the event the employee is determined eligible to return to his/her duty at the conclusion of the investigation, the employee will be restored with backpay for hours missed.

PERSONNEL POLICY ACKNOWLEDGEMENT OF RECEIPT



Sign, date and keep this copy with your manual

Sign, date and return the duplicate acknowledgement to the City Manager or his/her designee

I acknowledge that I have received a copy (written or electronic access) of the Town of Kingston Springs, TN Personnel Policy adopted by Resolution# _____.

I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Personnel Policy. If I have any questions, I understand that it is my responsibility to ask my supervisor or the City Manager.

I understand that all policies and practices can be changed at any time by the Town by resolution.

I understand and agree that the Personnel Policy may be changed at any time upon issuance of resolution by the Town Commission.

I understand that nothing in the Personnel Policy or any summary brochure or employee handbook should be deemed to be a promise by the Town to provide any benefit. The Town reserves the right to alter or eliminate any benefit, without notice, at any time by Town Commission action.

I understand that the Personnel Policy replaces (supersedes) any and all prior resolutions and any and all prior Personnel Policies or employee handbooks and any information contained in any such prior policy, handbook, or manual is no longer in effect.

As an employee, I am aware that I may be required to undergo drug and/or alcohol tests, that I may not be informed prior to the drug and/or alcohol test if classified as a safety sensitive position, and that I may be subject to immediate dismissal if I refuse to take the test.

I understand that the Personnel Policies grant me no property interest in my employment, and employment with the Town is At-Will.

I understand and agree that the Town may deduct from my final paycheck any amount due (on a depreciated/prorated basis) for failure to return Town property, or for reimbursement of appropriate fees paid for educational assistance, as long as the deduction(s) do not reduce final pay to below minimum wage.

Upon delivery of these personnel rules, the continuance of performing work for the Town indicates the employee's agreement to abide by these rules, even without the presence of a signature below.

Employee Signature

Date

**PLANNED UNIT DEVELOPMENT AGREEMENT
TOWN OF KINGSTON SPRINGS, TN
ENERGY FIT SOLUTIONS, INC**

THIS DEVELOPMENT AGREEMENT is made and entered into on this _____ day of _____, 2022, by and between THE TOWN OF KINGSTON SPRINGS OF CHEATHAM COUNTY, TENNESSEE, A MUNICIPAL CORPORATION under the laws of the State of Tennessee, with its office and principal place of business in Cheatham County, Tennessee (hereinafter called the "TOWN"), and RONALD B. MERVILLE, JR. AND WIFE, LADONNA M. MERVILLE, the Developer in that certain Planned Unit Development Agreement executed by them and the Town, dated March 8, 2007, for Ellersly Subdivision (the Mervilles being hereinafter collectively referred to as "Assignor"), and ENERGY FIT SOLUTIONS, INC., a corporation under the laws of the State of Tennessee, (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the TOWN previously entered into a Planned Urban Development Agreement with Assignor, dated March 8, 2007, pertaining to the development of that certain Phase I of Ellersly Subdivision (hereinafter "Ellersly"), and the original plat for Ellersly, a Planned Unit Development consisting of 35 Lots, being Phase I of a multi-phase development, received preliminary and final platting approval of the Kingston Springs Municipal Regional Planning Commission (hereinafter called the Planning Commission) on the 8th day of March, 2007, pursuant to Tennessee Code Annotated § 13-4-301, et seq. and § 13-3-401, et seq., and the Subdivision Regulations of Kingston Springs, Tennessee, (the Subdivision Regulations) and other applicable ordinances of the TOWN. Such plat was recorded at Plat Book 13, page 256, Register's Office of Cheatham County, Tennessee and was re-recorded at Plat Book 13, page 308, said Register's Office; and

WHEREAS, on January 22, 2007, Assignor filed a Charter of the Ellersly Homeowners Association, Inc. with the Tennessee Secretary of State (hereinafter, "the Association"), and such Charter was recorded at Record Book 234, page 139, said Register's Office; and

WHEREAS, on June 5, 2007, at Record Book 250, page 1, said Register's Office, the Assignor filed a Declaration of Covenants, Conditions and Restrictions for Ellersly a Planned Unit Development Together with Appended By-Laws For Ellersly Homeowners Association, Inc. (hereinafter "the Restrictions"), and such document (and its addendums) was approved by the TOWN prior to recording; and

WHEREAS, the Assignor subsequently sold, transferred, and conveyed certain lots of the Ellersly subdivision to third parties; and

WHEREAS, the Assignor did not fully complete the terms of the original Development Agreement, and the said original Development Agreement executed between the TOWN and the

Assignor, dated March 8, 2007, has expired. Further, certain of the applicable regulations and ordinances of the TOWN relative to property development have since been amended and are now in effect with respect to the further development of the subject property; and

WHEREAS, the DEVELOPER is now the owner of certain portions of Ellersly pursuant to a conveyance and assignment of all rights and responsibilities by Assignor to DEVELOPER, and DEVELOPER has authority to engage in such development, and DEVELOPER herein may be referred to as "he, she, his, her or it." A copy of the deed from Assignor to DEVELOPER is of record at Record Book 574, page 541, said Register's Office, and a copy of the assignment of rights and responsibilities of development (hereinafter "Assignment and Assumption Agreement") is attached hereto as Exhibit D; and

WHEREAS, at the time of execution of this Agreement, the Assignor owns one (1) lot in Ellersly and the DEVELOPER owns nine (9) lots and the common areas and roadways in Ellersly. A description of these properties, which the parties intend to make subject to this Agreement is set forth in Exhibit C hereto (hereinafter "Property"); and

WHEREAS, the DEVELOPER desires to continue to further develop and complete Phase I of Ellersly as described on the Exhibits hereto (hereinafter called the "PROJECT"); and

WHEREAS, upon satisfactory completion of the conditions of this Agreement, the General Common Elements and all infrastructure improvements including, but not limited to, sewer, private roads, sidewalks, drainage, landscaping, private sewer system, and all other improvements specified by the plans and plats of the development approved by the TOWN and the Planning Commission as same may be amended from time to time by the TOWN and the Planning Commission, for the PROJECT (hereinafter "Improvements") will be owned, operated and maintained by the Association, provided that the Association is or remains a Tennessee non-profit mutual benefit corporation, existing for a perpetual term with general and special assessment powers. The common areas, together with the private roadways, sewer and water systems will be General Common Elements pursuant to this Agreement. Each parcel owner within the Development will be a member of the Association (at all times during the term of such ownership), and subject to assessment, thereby.

WHEREAS, the Association is authorized to perform the functions and duties as specified in the Association By-Laws (together known as the "ASSOCIATION BY-LAWS"), either directly, or through maintenance contractors or a management agent engaged by the Association or through an association in which such Association is a constituent member, or any combination thereof.

WHEREAS, in consideration for the agreement of the TOWN to approve the plans for the PROJECT, the DEVELOPER has agreed to construct the necessary improvements to the standards of the TOWN; to assume the role and obligations of the developer of the project from Assignor and to assume the role and obligations of the Declarant in the Restrictions and Association By-Laws, all of which shall be set forth in the Assignment and Assumption

Agreement; and to perform the terms, conditions, and obligations set forth herein; and

WHEREAS, in order for said improvements to be connected with the utility system(s) and road infrastructure of the TOWN and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the Subdivision Regulations and other rules, regulations and ordinances of the TOWN that are currently in effect for private improvements in said project and construct or extend utilities to the project at its own cost; and

WHEREAS, the TOWN accepts no dedication of the wastewater utilities, roadways, and other appurtenant improvements which are private in nature.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, is the parties agree and acknowledge as follows:

I. GENERAL CONDITIONS

1. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the private roads, sidewalks, sewers and other facilities in accordance with this agreement.

2. Bonding

At the time of execution of this Agreement, the DEVELOPER shall be bound to provide to the TOWN a Performance Bond as set forth in the TOWN Subdivision Regulations in the amount of most recent State of Tennessee Unit Costs for Region 3 at the time of the execution of the Performance Bond plus Twenty-Five Percent (25%), from a bank or other appropriate insurance bonding institution licensed to do business in Tennessee and insured by the FDIC, irrevocable without conditions, and which shall provide a location in Cheatham County or a county contiguous to Cheatham County, Tennessee where such bond may be drawn, in the amount set forth on the Bonding Schedule and form attached hereto as Exhibit "A" for the Improvements. The Performance Bond shall secure performance of all obligations of the DEVELOPER under this Agreement pursuant to Planning Commission approved plans, filings and permits, as same may be amended from time to time. The Performance Bond shall meet all requirements established in the Subdivision Regulations or other ordinances of the TOWN and secure full compliance with all terms and conditions of this agreement, including payment of all amounts payable by the DEVELOPER of DEVELOPER's obligations hereunder, and its obligations under the warranty and indemnification provisions hereof. The Performance Bond may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the Performance Bond without any further approval of the TOWN legislative body or Planning Commission; such call of the Performance Bond may be made upon the sending by the TOWN of notice of same to the DEVELOPER. The Performance Bond will not be released, except and until there has been full compliance with this Agreement, and upon

certification by the Town Planner that the development has been completed in full compliance with the approved plat, and upon certification of a licensed engineer that the development has been completed in full compliance with the construction plans. Thereafter, in conformity with the TOWN's Subdivision Regulations, maintenance bonding, as applicable, shall be required prior to release of the Performance Bond.

3. Inspection

The TOWN shall have a continuous right to inspect the work, Improvements, and facilities to assure that same are constructed in accordance with the Subdivision Regulations, other applicable ordinances or resolutions of the TOWN and approved construction plans. Further, the TOWN shall have the right to enter upon any property of the DEVELOPER or the common areas of the PROJECT in order to perform such inspections.

4. Right of Entry

The TOWN shall have the right, in the event the Performance Bond is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed. The taking of such action shall, in no way, be deemed an event of acceptance or intent to accept the Improvements completed by the Town or dedication thereof by DEVELOPER.

Easements to the TOWN for the inspection or repair or performance of the construction of the Improvements (in the event of a call of the Performance Bond as contemplated herein) are acknowledged and reserved as shown on the approved final plan attached hereto as Exhibit B. No structure, landscaping, planting, fill or other material shall be placed which may interfere with, impede, obstruct, or change the direction of the water flow within the easements for the stormwater drainage system, Project drainage areas, and utility easement areas, or which otherwise interferes with, impedes, or obstructs the use and maintenance of the Improvements. The repair and maintenance of all of the aforementioned easement areas shall be the responsibility of and enforced by DEVELOPER until the transfer of such obligation described herein to the Association (such transfer being subject to the approval of the TOWN and Planning Commission as contemplated further herein), at which time the Association shall be responsible for the same and the Developer shall no longer be so responsible pursuant to the terms of the Restrictions and Association By-Laws. Notwithstanding the foregoing, such transfer of obligations shall not be made until such time as the TOWN has approved such transfer in accordance with the provisions contained in this Agreement.

5. Approval of Facilities

Upon written notice by the TOWN to the DEVELOPER of the TOWN'S approval of all or part of the Improvements, and conveyance by deed of same to the Association as contemplated in this Agreement, then those Improvements, facilities, and/or easements specified in the approval shall become private property of the Association, subject to any maintenance and other obligations contemplated in this Agreement. Prior to the granting of approval by the TOWN and conveyance by deed of the Improvements or other facilities or easement areas to the Association, DEVELOPER shall, if requested by the TOWN, furnish to TOWN an attorney's certificate of title examination evidencing any such Improvement, facility, and/or easement parcel is free and clear of any encumbrance, except for any permitted exception(s) approved in writing by TOWN's attorney. A written legal description to be exhibited to the deed shall be furnished with DEVELOPER's evidence of clear title. Prior to transfer of all facilities and Improvements to the Association, DEVELOPER will file a requisite Notice of Completion in the Register of Deeds Office of Cheatham County, Tennessee, pursuant to Tennessee Code Annotated, § 66-11-143, and fulfilling all requisite notices provided for therein.

The deed of conveyance for any such Improvements, facilities, common areas and/or easements from the DEVELOPER to the Association shall recite that such conveyance is subject to the terms, conditions, and obligations of this Planned Urban Development Agreement between DEVELOPER and the TOWN and that the Association accepts and shall be bound by such terms, conditions, and obligations set forth in said Agreement. Prior to execution and recording, such deed of conveyance must be approved by the TOWN'S attorney to ensure its compliance with the provisions of this Agreement. The DEVELOPER further agrees that any Improvements or facilities placed within a public or platted public right-of-way or dedicated public easement is irrevocably dedicated to the public use. All conveyances or dedications are without any right of reimbursement or compensation of any kind.

6. Failure to Install

In the event the DEVELOPER fails to install the Improvements in accordance with the terms of this Agreement, the TOWN shall have the right to call the Performance Bond and to enter upon the property as provided for in this Agreement in order to complete the installation of such Improvements as the TOWN deems necessary. The TOWN's election to call the Performance Bond and complete the installation of such Improvements shall not be construed as an assumption of any obligation related to these Improvements, including, but not limited to, the obligation to construct, repair, complete, or maintain or accept the Improvements and facilities, nor shall it be construed as any assumption of obligation on the part of the TOWN to pay for any part of the cost of installing the Improvements, nor will it relieve DEVELOPER from any other contractual or

monetary obligation owing unto TOWN for which DEVELOPER shall remain liable. In all events, DEVELOPER shall remain liable for all costs of completion of the Improvements that are in excess of the amount of the Performance Bond.

7. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees, monies tendered under the TOWN'S Pass-Through Ordinance, or other amounts paid to the TOWN shall be refundable to the DEVELOPER. Further, upon final approval, no fees or monies paid shall be refundable.

8. Liability Insurance

The DEVELOPER shall purchase and maintain an owner's and contractor's general liability policy in the amount of two million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate, as well as a public liability insurance policy in the amount of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate, and name the TOWN as an additional insured party on both policies until the expiration of the warranty periods contemplated in this Agreement that begin upon the final completion and approval of the construction of the Improvements. DEVELOPER further agrees to indemnify and hold and name the TOWN harmless from the claim of any person for any matter whatsoever, including, but not limited to, injury, death, or damages to persons or property, and the DEVELOPER further agrees to pay the costs of the TOWN to defend any action brought in any court against the TOWN, including, but not limited to the costs of attorneys' fees, and to pay any judgments rendered against the TOWN.

9. Legal Expense in Case of Default

In the event the DEVELOPER or its sureties breach this agreement, they shall bear all costs of the TOWN's reasonable expenses, including reasonable attorney's fees and other expenses incurred in enforcing this Agreement, whether incurred by negotiation, litigation or otherwise and in completing the obligations and terms set forth in this Agreement Entitlement to the aforesaid costs and expenses shall also be applicable to I (8) above.

10. Town Ordinances, Rules and Regulations

All currently existing TOWN ordinances, resolutions, rules and regulations, and the Subdivision Regulations adopted by the Planning Commission and Board of Commissioners of the TOWN are made a part of this Agreement by reference as if fully set forth verbatim herein. In the event of a conflict between the terms of this Agreement and a TOWN ordinance, in existence as of the effective date of

this Agreement, whichever imposes the more stringent restrictions shall prevail. In the event of a conflict between the terms of this Agreement and the Subdivision Regulations in existence as of the effective date of this Agreement, whichever imposes the more stringent restrictions shall prevail. All work done under this Agreement is to be performed in accordance with approved plans, permits, and specifications approved by the TOWN and which are made a part hereof as Exhibit "B".

11. Agreement not Assignable

No third party shall obtain any benefits or rights under this Agreement with the exception of the assignment to the Association as contemplated herein, nor shall the rights or duties be assigned by any party absent mutual consent of the parties reduced to writing, said consent from either party not to be unreasonably withheld.

12. Revocation and Interpretation

This Agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the TOWN, even if the Agreement has not been executed by the TOWN or does not bind TOWN for other reasons. This Agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Cheatham County, Tennessee, and Tennessee appellate courts therefrom.

13. No Oral Agreement

This Agreement may not be orally amended and supersedes all prior negotiations, commitments or understandings. Any written modification to this Agreement must be recommended for approval by the Kingston Springs Municipal Regional Planning Commission and must be approved by Kingston Springs Board of Commissioners.

14. Severability

If any portion of this Agreement is held to be unenforceable, the TOWN solely shall have the right to determine whether the remainder of the Agreement shall remain in effect or whether the Agreement shall be void and all rights of the DEVELOPER pursuant to this Agreement terminated.

15. Transferability

The DEVELOPER and/or Assignor agree that it/they will not transfer the Property which is subject to this Agreement without first obtaining approval from TOWN as provided herein. Notwithstanding the foregoing, the prohibition on transfer without TOWN approval set forth in this provision shall not be applicable to the individual building lots described in Exhibit C, Tract 2. For any proposed transfer, the TOWN must be provided with the contact information of the transferee, and the transferee must assume the obligations and conditions to develop the PROJECT as set forth in this Agreement. The DEVELOPER agrees to provide the TOWN an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide bond security sufficient to assure such performance. Said Assumption Agreement will be subject to the approval of the TOWN. The DEVELOPER and/or Assignor understand that if it/they transfer said property without providing the notice of transfer and Assumption Agreement as required herein, it will be in breach of this Agreement and in violation of the TOWN Subdivision Regulations. The DEVELOPER further agrees that it shall remain liable under the terms of this Agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the TOWN and a new agreement and Performance Bond is issued naming the new owners as principal.

16. Covenants, Conditions and Restrictions to Be Filed

Irrespective of any provisions in the Restrictions purporting to limit the DEVELOPER'S obligation to pay for maintenance or repair of Improvements in the Common Areas, DEVELOPER acknowledges that said Improvements have never been fully completed, approved by the TOWN, or transferred to the Association and that solely DEVELOPER remains responsible under this Agreement for the completion of construction of the Improvements and maintenance thereof until such time as same has been conveyed to the Association as contemplated herein. DEVELOPER acknowledges and agrees that DEVELOPER will not seek payment or reimbursement from the Association or its members for any such cost of completion of construction of the Improvements or the pre-conveyance maintenance thereof required in this Agreement.

17. Conveyance of Common Area and Open Space

Subject to the provisions contained in this Agreement, all Improvements, open space and common area not to become a facility or property conveyed to the TOWN and to vest in the Association, shall be conveyed by deed by the DEVELOPER to the Association and be sufficiently described so as to create an identifiable separate taxing parcel by the Assessor's Office for Cheatham County, Tennessee. Notwithstanding, the Assessor may elect to tax the common area fractionally with the individual lots of the PROJECT.

18. Time Period for Construction

In consideration of the approval by the TOWN of the amended development plans for improvement of all common areas and infrastructure including roads, streets, alleyways, and sewer for the PROJECT as covered by this Agreement, the DEVELOPER agrees to be bound to complete the PROJECT including, but not limited to, all improvements shown on the aforesaid recorded plat and any amendments thereto, the approved and amended development plans attached hereto, and all other obligations required by this Agreement within ONE (1) year from the date that is the earlier of 1) thirty (30) days after the date of execution of this Agreement by both parties or 2) the date of submission of application by DEVELOPER to the TOWN for the initial permit(s) for construction of the improvements contemplated herein (hereinafter "Termination Date"). The DEVELOPER further agrees that if the DEVELOPER is unable to or does not complete all work contemplated in this Agreement within the time specified above; the TOWN may find the DEVELOPER in default of this Agreement. Further, the TOWN may in the same meeting determine the steps necessary to gain compliance with the Agreement using all available remedies of the TOWN, including, but not limited to, calling the Performance Bond and using the funds therefrom to perform or to hire the performance of the work necessary to achieve compliance with this Agreement or filing suit to enforce the Agreement. The DEVELOPER further agrees that if the Performance Bond contemplated herein is inadequate to secure the cost of completion of said Improvements for any reason whatsoever, the DEVELOPER will, upon the sole discretion and election of the Town, provide the additional security to increase the bond amount to satisfy with the cost projections then made by the TOWN or will pay the difference in cost for the completion of Improvements and the Performance Bond funding. The TOWN agrees that it will not unreasonably withhold approval of extensions where the DEVELOPER has complied with the requirements of notice to the TOWN and provided the required additional security, provided, however, that notwithstanding the foregoing provision, the TOWN may, with sufficient and good cause determined by the Town Council after an opportunity for the Developer to be heard on the matter and upon recommendation by the Town Planning Commission, refuse to extend this Agreement beyond six months of the Termination Date. The DEVELOPER understands that its failure to perform the terms and conditions of this Agreement constitutes a breach of this Agreement and places it in violation of the Subdivision Regulations of the TOWN. The DEVELOPER further understands that should it fail to complete any part of the work and Improvements outlined in this Agreement in a good and workmanlike manner as provided herein, the TOWN shall reserve the right to withhold and withdraw all building permits to the subdivision until all items of this Agreement have been fulfilled by the DEVELOPER.

II. DESIGN AND APPROVAL

1. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the TOWN plans (the "Plans") describing in reasonable detail all utility systems, the storm drainage system, and street system improvements necessary to provide adequate services to the Project. The plans shall include all information required by the Subdivision Regulations, Stormwater Ordinance, Zoning Ordinance, and all applicable Ordinances and Regulations as required by the TOWN and shall serve, as applicable, as an amendment to any such plans previously approved by the TOWN during the period of the original Development Agreement referenced herein. As previously provided herein, the IMPROVEMENTS will be constructed in within the one (1) year term agreed to herein and as set forth in Exhibit "B" of this Agreement.

2. Preparation of Plans

The Plans shall be prepared by an engineer licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of the engineer preparing the Plans.

3. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee regulations, the requirements of the Second South Cheatham Utility District, and the Town of Kingston Springs, TN Sewer Ordinance and Stormwater Ordinance criteria and any other applicable law, ordinance, or regulation. Drainage and streets shall be designed according to the Subdivision Regulations, all other applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the TOWN and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the TOWN's specifications, the decision of the TOWN shall be final and binding on the DEVELOPER. The requisite sets of prints of the Plans shall be submitted by the DEVELOPER to the TOWN. The TOWN agrees to review the drawings and Plans so submitted in a timely manner. DEVELOPER agrees to make all revisions to the Plans as required by the TOWN. Following review and approval of the Plans, or following review and approval of revised Plans if revisions have been required, a representative of the TOWN will sign the Plans. The DEVELOPER must then submit the Plans, as approved by the TOWN Engineer, to the Tennessee Department of Environment and Conservation for approval. The TOWN will require a copy of the State approval letter, TDEC Permit Application, SWPPP, and Notice of Coverage (NOC) for land disturbance, sewer and water, along with three (3) copies of the State approved (stamped) Plans before the DEVELOPER may commence work.

III. COMMENCEMENT OF CONSTRUCTION

Construction of Improvements may not begin until the following events have occurred:

1. The Plans are approved by the TOWN, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.
2. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the TOWN and/or DEVELOPER in writing.
3. If required, the review fee described in Paragraph XIV (FEES), hereof, has been paid in full.
4. The TOWN has received three (3) copies of the State-approved Plans and Planning Commission approved plans
5. The TOWN shall have received the Performance Bond described in Paragraph 2, of Section I, hereof.
6. The pre-construction conference described in Article IV hereof has been held. The DEVELOPER shall give the TOWN notice of commencement of construction, in writing at least five (5) days prior to commencement.
7. This Agreement has been recommended for approval by the Kingston Springs Regional Municipal Planning Commission to the Kingston Springs City Commission and approved by the Kingston Springs City Commission.

IV. CONTRACTOR

The Improvements shall be installed in accordance with the Plans, approved as provided above, by a CONTRACTOR licensed by the State of Tennessee for the applicable type of construction and satisfying the requirements of the TOWN for issuance of a building permit. After the submission of the application for the respective building permits, the DEVELOPER, CONTRACTOR, and TOWN shall hold a pre-construction meeting at the TOWN offices or such other TOWN designated location, at a time mutually acceptable to the parties. This meeting is required before construction may begin.

V. CONSTRUCTION

The DEVELOPER shall be responsible for construction of the Improvements, providing all labor, materials, construction supervision and equipment necessary to construct and install the Improvements. The TOWN will not be responsible for the sale of materials to the DEVELOPER. It will be the responsibility of the DEVELOPER to purchase the necessary materials through a reputable vendor. The work indicated on the Plans is to be

performed in accordance with plans, grades and specifications approved by the TOWN and made a part hereof, and according to the specifications contained within such Plans, the Subdivision Regulations, and the requirements of this section.

1. Utilities

a. Water System

SECOND SOUTH CHEATHAM UTILITY DISTRICT (SSCUD) is the utility providing potable water to serve the PROJECT. DEVELOPER agrees to pay the cost of water mains and accessories to serve the subdivision plus the water mains and accessories within the subdivision including service lines and accessories from main to the meter center for each lot within the subdivision. The Developer further agrees to install fire hydrants of the type and at the locations approved by SECOND SOUTH CHEATHAM UTILITY DISTRICT and the TOWN in the Plans. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the water service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities brought about as a result of the development of the project, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and SECOND SOUTH CHEATHAM UTILITY DISTRICT specifications, all water service taps, fire lines, and all facilities, equipment and accessories relating thereto necessary to provide water service to the Project. DEVELOPER shall fully perform pursuant to its contract and approvals with SECOND SOUTH CHEATHAM UTILITY DISTRICT.

b. Sewer System

As applicable, DEVELOPER agrees to pay the cost of necessary facilities to a State approved sewage system complete with necessary pump stations, force mains and with manholes, outside the boundary of the subdivision as approved by the TOWN. The DEVELOPER further agrees to pay the cost of sewer mains, manhole, and sewer service laterals from the sewer main to the property line of each unit within the development as approved by the TOWN upon the subdivision plans and specifications. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities brought about as a result of the development of the project, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and TOWN

specifications, all water service taps, sewer service, and all facilities, equipment and accessories relating thereto necessary to provide utility service to the Project. DEVELOPER and approved DEVELOPER's contractor shall adhere to the TOWN's policy and procedures as set forth in all applicable ordinances and resolutions heretofore adopted by the TOWN.

c. Gas System

Should the PROJECT be served by natural gas, the DEVELOPER, or the natural gas provider, agrees to pay the cost of an approved natural gas distribution system that is to be constructed utilizing materials and construction standards established by the gas supplier. The DEVELOPER shall fully perform pursuant to his contract with the gas system franchisee utility, Greater Dickson Gas Authority, and approvals given by it and further agrees that the gas distribution system will be installed so as to meet all requisite conditions and specifications.

d. Electric System

DEVELOPER to perform as required by Town of Dickson Electric Department to serve the PROJECT with sufficient electric utility service.

e. Telephone, Cable Television and Other Communications

Perform as DEVELOPER may be required by such third party entity or by contract with said provider. CATV must be coordinated between TOWN and franchise holder.

2. Storm Drainage

The DEVELOPER shall be responsible for all drainage work, including ditch paving, bank protection, and fencing adjacent to open ditches made necessary by the development of this subdivision.

- A. The DEVELOPER shall provide and deliver the formal written opinion of a licensed and bonded professional engineer certifying that he has reviewed the entire water shed wherein the subdivision is located and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed subdivision will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property. Further, the DEVELOPER agrees to hold harmless and defend the TOWN from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface water by reason of the

DEVELOPER's design, construction, installation or the development itself, in whole or part.

- B. The DEVELOPER shall provide necessary erosion control such as seeding for gentle slopes, grass sod for sharper slopes with special grading and terracing to the published design standards and specifications of the TOWN. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the TOWN to prevent erosion. In the event the TOWN determines that necessary erosion control is not being provided by the DEVELOPER, the TOWN or other proper governing authority, such as the Tennessee Department of Transportation, as may be applicable, shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within ten (10) days after the notice, then the proper governing authority may make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work. Prior to releasing any securities covering this subdivision, all expenses incurred by the governing authority shall be paid in full by the DEVELOPER.
- C. Any and all unenclosed water courses lying partially or wholly within the bounds of this subdivision shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this subdivision, or of any adjoining property.
- D. All drainage structures necessitated by the road plans of this development that affect any watercourse lying partially or wholly within vision are to be provided by the DEVELOPER.
- E. It is understood and agreed that the TOWN in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the TOWN vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The TOWN is vested with the right of periodic inspections, final approval, stop work order, and any other remedy available as a measure of secondary or subsequent enforcement. Rather, the DEVELOPER now has and shall retain the responsibility to properly assess, survey, design and construct the subdivision surface water drainage improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the TOWN does not and shall not relieve or accept any liability from the DEVELOPER.

3. Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Plans to comply with the construction standards of the TOWN and to the satisfaction and approval of the TOWN Engineer by grading, draining, subgrade preparation, base preparation, curb and gutter, sidewalk installation and paving with the required amount of material the full required width. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including, but not limited to, material and density testing. The proposed streets are "private" streets/roadways to be kept and maintained by the Association. The TOWN is in no manner obligated to provide maintenance to the public ways, which are private in nature.

- A It is agreed and understood that all grading within the street right-of-way and public easements shall be completed before the utilities are installed.
- B. The DEVELOPER further agrees to furnish and install asphalt base and a final asphalt surface course (wearing surface) in accordance with the Subdivision Regulations. Upon completion of ninety-nine percent (99%) of the individual lots owned by DEVELOPER and/or Assignor (being the lots described on Exhibit C, Tract 2), the final surface of Phase I of the subdivision shall be placed within thirty (30) days after approval by the TOWN of the street construction, but not more than sixty (60) days unless a time extension is requested and approved by the TOWN.
- C. The DEVELOPER further agrees to install permanent street signposts and markers at all intersections in said subdivision. The plans and specifications for said street signpost and lettering can be obtained from the TOWN. Location of street signs to be installed will be at the direction of the Director of Public Works. Variance from standard street sign type shall be approved by the Director of Public Works.
- D. The DEVELOPER further agrees to make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base material, as required, in areas recommended by TOWN, prior to application of final surface. It is further agreed and understood that if it is not necessary to change the existing grade or disturb the pavement of an existing street or road, the DEVELOPER shall only be required to construct drainage, grade and gravel to match the existing pavement and construct sidewalks and curb and gutter as required. If the existing grade is changed, the DEVELOPER shall be required to grade and gravel the full width of said street.

VI. OFF-SITE IMPROVEMENTS (UTILITIES)

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the Project, not including any additions, improvements and upgrades. The TOWN shall not be required to incur costs of the DEVELOPER for construction, connection, or maintenance of off-site Improvements.

VII. INSPECTION AND COMPLIANCE

After construction begins, the TOWN shall provide on-site construction inspection as the TOWN deems necessary to ensure that all work is performed and completed in accordance with the approved Plans the TOWN'S specifications and the contents of this agreement. In the event of a disagreement as to compliance with or interpretation of the Plans and the TOWN's specifications, the decision of the TOWN shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Plans or to comply with the TOWN's specifications, the TOWN may issue a stop-work order and DEVELOPER hereby agrees to be bound by such order.

VIII. TESTING

The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory costs incidental to construction of the Improvements included within this Agreement. Such testing includes, but is not limited to, material and density testing.

IX. CONSTRUCTION DEBRIS REMOVAL

The DEVELOPER agrees that it shall contain all construction debris in an onsite area designated by the TOWN and will haul all construction debris, building materials, rubbish, and other degradable materials to an authorized landfill and shall not bury such materials within the limits of the subdivision.

X. APPROVAL (ROADS & UTILITIES)

As may be applicable and at such time as the Improvements have been constructed and installed and approved by the TOWN in accordance with the Plans and specifications, required testing has been accomplished and the test results found satisfactory, and all clean-up and cover-up has been done to the satisfaction of the TOWN's engineer, a letter of tentative approval of construction will be provided the DEVELOPER. Formal approval shall follow the procedure established in the Subdivision Regulations. Prior to approval of the Improvements which shall remain private except as otherwise provided herein, the DEVELOPER shall deliver to the TOWN a certificate stating that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this agreement have been paid in full.

The DEVELOPER agrees it shall have no claim, direct or implied, in the title or ownership of the Improvements specified in this Agreement when the approved Improvements are completed and thereafter approved by the TOWN. As provided for

previously herein, the Association, upon final approval by the TOWN, will take full title by deed of conveyance to the private Improvements and will provide maintenance thereafter, except that the DEVELOPER will be responsible for construction failures and defects in the subdivision for one (1) year after the date of final approval of the subdivision construction. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures. All warranties for any component(s) of a facility in excess of one year shall be transferred for the Association's benefit thereunder.

This PROJECT's wastewater facility construction must be fully operational prior to approval, in addition to all other requisite inspections, testing and bonding set forth herein.

XI. WARRANTY

The DEVELOPER shall warrant that all installed facilities are free from defects in design, materials or workmanship for a period of one (1) year from the date of written approval by the TOWN. Further, the DEVELOPER shall immediately repair, at its own costs, all defects of any type whatsoever which occur within one (1) year from the date the facilities are approved in writing by the TOWN. The warranty of the DEVELOPER shall provide that the Association shall have the right to make repairs or have others make the repairs at the expense of the DEVELOPER, if the Association deems it necessary. The DEVELOPER shall pay for all work, labor, materials and all other expenses of the facilities in a timely manner and this shall include any amounts that exceed the Maintenance Bond (which is described below). The Developer further agrees to execute a Maintenance Bond with good security to be approved by the TOWN Board of Commissioners and City Attorney in the amount of twenty-five (25) percent of the construction cost of the facilities being offered for dedication to the Association. Ten (10) months after final approval of the facilities included in the offer of dedication, an inspection will be made by the TOWN to determine and list any defects or failures of improvements within the subdivision. All failures or defects, if any, shall be repaired within thirty (30) days after which the bond will be released and cancelled by TOWN.

XII. EASEMENTS

The DEVELOPER shall obtain and dedicate to the TOWN or cause to be dedicated to the TOWN by easement deed acceptable to the TOWN, permanent easements of such widths as required by the TOWN and noted on the Plans. The DEVELOPER or the Owner further agrees that it will grant the necessary easement and rights-of-way across its properties without expense to the TOWN and waive any claim for damages. Notwithstanding the foregoing and in no limitation thereof, the DEVELOPER does hereby expressly grant unto the TOWN all such easements as may be necessary for the TOWN to inspect, repair, perform, enforce, or complete any other action necessary to effectuate and enjoy the TOWN'S rights and obligations under this Agreement.

XIII. AS-BUILT DRAWINGS AND POST-COMPLETION ITEMS

The DEVELOPER agrees to furnish to the TOWN as-built plans, on a reproducible, stable media, of all improvements within the subdivision before the TOWN shall approve such improvements.

XIV. FEES

Review fees established by the TOWN shall be paid prior to any review of the Plans. No construction or grading of any sort shall be begun prior to approval of such plans. Any applicable pass-through fee for engineering, planning, legal or otherwise necessary under the TOWN's ordinances shall be paid within fifteen (15) days of submitted to DEVELOPER.

XV. INDEMNITY

The DEVELOPER shall indemnify and hold the TOWN harmless from all loss, costs, expenses, liability, money damages, penalties or claims arising out of any work covered by this Agreement, including any attorney fees incurred by the TOWN in connection therewith. Inspection of the Improvements by an authorized representative of the TOWN shall not constitute a waiver by the TOWN of any defector of the DEVELOPER's obligations hereunder.

XVI. REMEDIES

In the event of a default in the performance by DEVELOPER of its obligation hereunder, the TOWN, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

XVII. BINDING EFFECT

The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

XVIII. ENTIRE AGREEMENT

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them, and no variations or alterations of the terms of this Agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this Agreement.

XIX. HEADINGS

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the Agreement and in no way shall define, limit, extend or describe the scope or intent of any provision hereof.

XX. NOTICES

Any notice or other communication required to be given hereunder shall be in writing and delivered personally or sent by United States Certified Mail, return receipt requested, or sent by Federal Express Delivery Service, addressed to the TOWN at City Hall and addressed to the DEVELOPER at the address set forth below, or such other address as either party may hereafter give the other, to wit:

TO THE TOWN:

Town of Kingston Springs
396 Spring Street
P.O. Box 256
Kingston Springs, Tennessee 37082

with a copy to:

Law Offices of Balthrop, Perry & Noe, PLLC
102 Boyd Street
Ashland City, Tennessee 37015

TO THE DEVELOPER:

Energy Fit Solutions, Inc.
LaDonna M. Merville, President
8 Westlake Drive
Nashville, Tennessee 37205

with a copy to:

David C. Risner, Esq.
P.O. Box 594
Kingston Springs, TN 37082

XXI. TRAFFIC CONTROL

All traffic control and safety devices, including signs, lane markings, and barriers necessitated by any and all construction activity undertaken pursuant to this Agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the United

States Department of Transportation. The TOWN is under no obligation to furnish its employees for traffic control.

XXII. TEMPORARY FACILITIES

The DEVELOPER shall provide all temporary facilities, including, but not limited to, utilities and roadways, that are determined by the TOWN to be required in connection with and/or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this Agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.

XXIII. ASSIGNMENT AND ASSUMPTION

The Assignor, TOWN, and DEVELOPER agree that any rights and obligations of the Assignor, if any still exist, as to the PROJECT shall vest with and be assumed by the DEVELOPER upon TOWN approval of and execution by Assignor and DEVELOPER of the Assignment and Assumption Agreement, a draft of which is attached hereto, but that this Agreement sets forth all the rights, duties, conditions, requirements, and obligations relative to Ellersly and the PROJECT effective henceforth except as same may be amended by the TOWN and DEVELOPER in the future.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

SIGNATURE PAGES TO FOLLOW.

TOWN OF KINGSTON SPRINGS

BY: _____
FRANCIS A. GROSS, MAYOR

State of Tennessee
County of _____

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Francis A. Gross, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the Town of Kingston Springs, the within named bargainer, a Tennessee municipal corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the municipal corporation as Mayor. Witness my hand, at office, this _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DEVELOPER:

ENERGY FIT SOLUTIONS, INC.
BY: LADONNA M. MERVILLE, PRESIDENT

State of Tennessee
County of _____

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Ladonna M. Merville, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Energy Fit Solutions, Inc., the within named bargainor, a Tennessee corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President. Witness my hand, at office, this _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

ASSIGNOR:

RONALD B. MERVILLE, JR.

LADONNA M. MERVILLE

State of Tennessee

County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ronald B. Merville, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee

County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ladonna M. Merville, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"
TO
ELLERSLY
DEVELOPMENT AGREEMENT

PERFORMANCE BOND


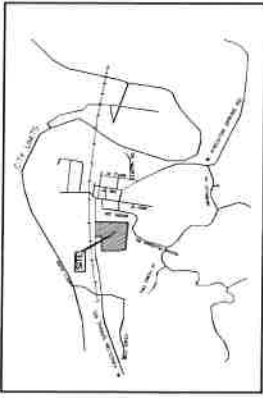
**A Performance Bond to be posted in the amount of \$ 488,752 ,
a copy of which will be attached hereto.**

EXHIBIT "A" - PERFORMANCE BOND - ELLERSLY DEVELOPMENT AGREEMENT

Bond Cost Estimate Ellersley Phase 1 - WITH 25% REQUIRED CONTINGENCY						
		Date:		5/19/2022		
KS CALC.	QTY	UNT	UNIT PRICE	EXT. TOTAL	TOTAL COST	
Clearing and Grading						
Grading cut/fill (roads and pond)	3,250	CY	\$ 12.92	\$ 41,990.00		
Stripping Topsoil (6") 0.7 acres	580	CY	\$ 5.00	\$ 2,900.00		
Clearing and Grinding Trees	2	AC	\$ 11,000.00	\$ 22,000.00		
						\$ 66,890
Sanitary Sewer						
N/A						
Storm						
Headwall	3	EA	\$ 2,000.00	\$ 6,000.00		
18" RCP	162	LF	\$ 72.40	\$ 11,729.00		
24" RCP	120	LF	\$ 108.00	\$ 12,960.00		
30" RCP	42	LF	\$ 125.00	\$ 5,250.00		
Detention Pond Outlet structure	1	LS	\$ 5,000.00	\$ 5,000.00		
						\$ 40,939
Water						
N/A						
Base and Binder/Paving A.C.						
Ellersley Way						
Base Stone 8" (unbuilt sections)	1480	SY	\$ 25.26	\$ 37,385.00		
Bituminous Binder 3" (unbuilt sections)	1200	SY	\$ 17.30	\$ 20,760.00		
Asphalt Topping 2" (entire roadway)	3137	SY	\$ 13.00	\$ 40,781.00		
Extruded Curb	680	LF	\$ 20.00	\$ 13,600.00		
Alleys						
Base Stone 8" (Alley C)	1050	SY	\$ 25.26	\$ 26,523.00		
Bituminous Binder 3" (Alley C)	1280	SY	\$ 17.30	\$ 22,144.00		
Asphalt Topping 2" (all Alleys)	3960	SY	\$ 13.00	\$ 51,480.00		
						\$ 212,673
Other						
Construction Entrance	1	EA	\$ 15,000.00	\$ 15,000.00		
Silt Fence	1500	LF	\$ 5.00	\$ 7,500.00		
Slope Matting	1	LS	\$ 25,000.00	\$ 25,000.00		
Riprap	3	LS	\$ 5,000.00	\$ 15,000.00		
Temporary Seeding & Straw	4.0	AC	\$ 2,000.00	\$ 8,000.00		
						\$ 70,500
Totals for Site Work						\$ 391,002
Contingency - PUD Agreement				25%	\$ 97,750	
TOTAL WITH 25% CONTINGENCY						\$ 488,752
<p>NOTE: This Engineer's Opinion of Possible Construction Cost is made on the basis of our experience and qualifications. It represents our best judgment as experienced and qualified design professionals. It should be recognized that CSDG does not have control over the cost of materials or services furnished by others, over market conditions or contractors methods of determining their prices. Accordingly, CSDG cannot and does not guarantee that bids or actual costs will not vary from this Opinion.</p>						

EXHIBIT "B" TO ELLERSLY
DEVELOPMENT AGREEMENT

APPROVED DEVELOPMENT PLANS



VICINITY MAP
NOT TO SCALE

DAVID J. DEWILDER
 CIVIL ENGINEER
 2508 2ND AVENUE SOUTH, SUIT 450
 NASHVILLE, TN 37212

CERTIFICATE OF APPROVAL OF WATER SYSTEM
 I HEREBY CERTIFY THAT THE WATER SYSTEM OUTLINED OR
 INDICATED ON THE FINAL SUBDIVISION PLAN HAS BEEN DESIGNED IN
 ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT
 REQUIREMENTS FOR A SUFFICIENT AND SAFE WATER SUPPLY. THIS
 PLAN HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

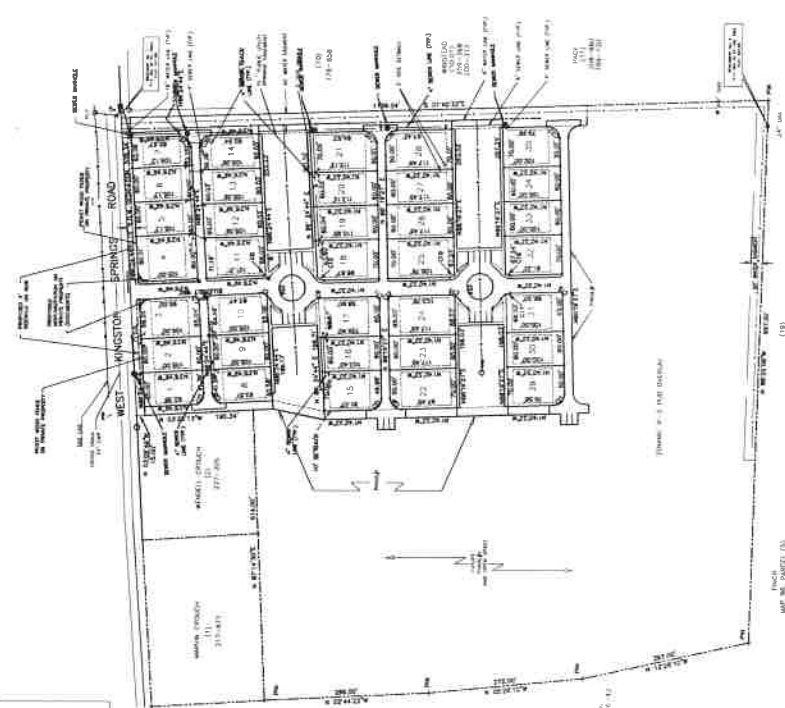
DATE: _____
 Name of Authorizing Agent

RAPID OVERLAY CALCULATIONS

9.60 ACRES
 - 3.59 ACRES
 - 2.48 ACRES
 - 0.53 ACRES
 13.52 ACRES

1750 INTERNAL DRIVEWAY (10' W)
 1750 TOTAL DRIVEWAY (10' W)
 TOTAL PHASE ONE OPEN SPACE
 TOTAL PHASE TWO DEVELOPMENT
 AND REMAINING OPEN SPACE
 REMAINING UNPAVED SURFACES

13.52 ACRES
 22



- LEGEND:**
- ⊠ CONCRETE MONUMENT
 - ⊗ EXISTING UTILITY
 - WATER LINE
 - SEWER LINE
 - EDGE OF PAVEMENT
 - FIRE HYDRANT
 - SEWER MANHOLE

CERTIFICATE OF APPROVAL OF PUBLIC SEWER SYSTEM
 I HEREBY CERTIFY THAT THE SEWER SYSTEM OUTLINED OR
 INDICATED ON THE FINAL SUBDIVISION PLAN HAS BEEN DESIGNED IN
 ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT
 REQUIREMENTS FOR A SUFFICIENT AND SAFE SEWER SYSTEM.
 THIS PLAN HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: _____
 Name of Authorizing Agent

CERTIFICATE OF EASEMENT DECISIONS CONCERNING
 SEPTIC TANK AND DISCHARGE PIPES
 I HEREBY CERTIFY THAT THE SEPTIC TANK AND DISCHARGE PIPES
 INDICATED ON THE FINAL SUBDIVISION PLAN COMPLY WITH THE
 REQUIREMENTS OF THE FINAL SUBDIVISION PLAN.

DATE: _____
 Director of Public Works

CERTIFICATE OF APPROVAL FOR RECORDING
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON
 HAS BEEN PREPARED IN ACCORDANCE WITH THE RELEVANT
 REGULATIONS, WITH THE EXCEPTION OF SUCH CHANGES, IF ANY,
 AS ARE NOTED IN THE MARGINS OF THE PLANNING COMMISSION.
 THE PLANNING COMMISSION HAS APPROVED THIS PLAN ACCORDING TO THE OFFICE
 OF THE COUNTY REGISTER.

DATE: _____
 Secretary, Planning Commission

CERTIFICATE OF SURVEY ACCURACY
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND
 BELIEF THE SURVEY SHOWN HEREON COMPLIES WITH THE
 STANDARDS OF PRACTICE ADOPTED BY THE TENNESSEE BOARD OF
 SURVEYORS. THE ACCURACY OF THE SURVEY IS GREATER THAN OR
 EQUAL TO 1:10,000.

DATE: _____
 Surveyor

- NOTES**
- PROPERTY LINE INFORMATION SHOWN HEREON WAS DERIVED FROM A FIELD SURVEY BY DAVID J. DEWILDER, REGISTERED SURVEYOR NO. 1537, ON JULY 28, 2000.
 - EXISTING UTILITIES SHOWN HEREON WERE LOCATED BY FIELD SURVEY AND FIELD MEASUREMENTS.
 - BEING THE FINAL PROPERTY SHOWN AS TRACT ON A UNRESERVED PLAN OF SUBDIVISION, THIS PLAN SHALL BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY REGISTER OF DEEDS, TENNESSEE, ON JULY 28, 2000.
 - THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.
 - THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.
 - THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.
 - THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.

- THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.
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- THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.
- THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.

THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON FE MA 4702 (FLOOD HAZARD INVENTORY) DATED 12/26/1999.

CERTIFICATE OF OWNERSHIP AND DEDICATION
 I HEREBY CERTIFY THAT THE PUBLIC WAYS AND UTILITIES SHOWN ON THIS
 SUBDIVISION PLAN ARE BEING DEDICATED TO THE PUBLIC AND ARE TO BE
 MAINTAINED AND OPERATED AS SUCH. THE CITY OF NASHVILLE HAS
 APPROVED THIS DEDICATION AND HAS AGREED TO ACCEPT THE PUBLIC WAYS
 AND UTILITIES SHOWN ON THIS SUBDIVISION PLAN.

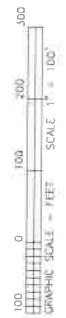
DATE: _____
 Name of Authorizing Agent

CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING
 I HEREBY CERTIFY THAT THE DESIGNATED PUBLIC WAYS ON THIS
 SUBDIVISION PLAN ARE BEING DEDICATED TO THE PUBLIC AND ARE TO BE
 MAINTAINED AND OPERATED AS SUCH. THE CITY OF NASHVILLE HAS
 APPROVED THIS DEDICATION AND HAS AGREED TO ACCEPT THE PUBLIC WAYS
 AND UTILITIES SHOWN ON THIS SUBDIVISION PLAN.

DATE: _____
 Name of Authorizing Agent



BENNY M. CANTRELL, R.L.S.
 P.O. BOX 283192, NASHVILLE, TN 37229
 TEL: (615) 847-2525
 FAX: (615) 847-2522



REVISION 06-16-08

AREA	AREA	AREA
E1	0.01	0.14
E2	0.01	0.14
E3	0.01	0.14
E4	0.01	0.14
E5	0.01	0.14
E6	0.01	0.14
E7	0.01	0.14
E8	0.01	0.14
E9	0.01	0.14
E10	0.01	0.14
E11	0.01	0.14
E12	0.01	0.14
E13	0.01	0.14
E14	0.01	0.14
E15	0.01	0.14
E16	0.01	0.14
E17	0.01	0.14
E18	0.01	0.14
E19	0.01	0.14
E20	0.01	0.14
E21	0.01	0.14
E22	0.01	0.14
E23	0.01	0.14
E24	0.01	0.14
E25	0.01	0.14
E26	0.01	0.14
E27	0.01	0.14
E28	0.01	0.14
E29	0.01	0.14
E30	0.01	0.14

AREA	AREA	AREA
E1	0.01	0.14
E2	0.01	0.14
E3	0.01	0.14
E4	0.01	0.14
E5	0.01	0.14
E6	0.01	0.14
E7	0.01	0.14
E8	0.01	0.14
E9	0.01	0.14
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E11	0.01	0.14
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E19	0.01	0.14
E20	0.01	0.14
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E22	0.01	0.14
E23	0.01	0.14
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E28	0.01	0.14
E29	0.01	0.14
E30	0.01	0.14

EXHIBIT C
DESCRIPTION OF SUBJECT PROPERTY AND
CURRENT RECORDED PLAT

Energy Fit Solutions, Inc., Developer of the following:

TRACT 1

BEING a tract of land in the Eleventh Councilmanic District of Cheatham County, Tennessee, and located in the Town of Kingston Springs on the south margin of West Kingston Springs Road, west of North Main Street and being more particularly described as follows:

Being all that land identified as lying within the boundaries of Phase 1 of Ellersly Subdivision as shown on the Final Plat of Ellersly Subdivision, Phase #1 of record at Plat Book 13, page 308, Register's Office of Cheatham County, Tennessee, including, but expressly not limited to, the land lying within the streets, alleys, sidewalks, open space, common areas, and easements as depicted on said plat.

INCLUDED IN THE ABOVE PROPERTY DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is that portion thereof described as Lot Nos. 1-35 on the Plan of Final Plat of Ellersly Subdivision, Phase 1, of record in Plat Book 13, page 256, as amended in Plat Book 13, page 308, in the Register's Office for Cheatham County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

TRACT 2

LAND in Cheatham County, Tennessee, being Lot Nos. 22-24 and 29-35, as shown on the map entitled Final Plat of Ellersly Subdivision, Phase 1, of record in Plat Book 13, page 256, as amended in Plat Book 13, page 308, Register's Office for Cheatham County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

The subject property is also known as 450 West Kingston Springs Road, Kingston Springs, Tennessee 37082 (Tract 1) and Lots 22, 23, 24, 29, 30, 31, 32, 33, 34, and 35, Ellersly Way, Kingston Springs, Tennessee 37082 (collectively, Tract 2).

See attachment reflecting 35 lots for first of multi-phase development.

TRACT 3

LAND in Cheatham County, Tennessee, consisting of solely such portions lands adjoining Tract 1 and Tract 2 that are owned by the Developer and/or Assignor and lie within the area identified as "Future Phase #II and Open Space" on the plat of record at Plat Book 13, page 308, Register's Office for Cheatham County, Tennessee and that are necessary to construct the Improvements, the locations of which are depicted on Exhibit B – "The Development Plans" hereto.

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF RIGHTS AND RESPONSIBILITIES FROM PREVIOUS DEVELOPER/ASSIGNOR, RONALD B. MERVILLE, JR. AND WIFE, LADONNA M. MERVILLE, BOTH INDIVIDUALLY, TO CURRENT DEVELOPER/ASSIGNEE, ENERGY FIT SOLUTIONS, INC.

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made this the ____ day of _____, 2022, ("Effective Date") by and between Ronald B. Merville, Jr., and wife, LaDonna M. Merville, both individually, (hereinafter collectively referred to as "Assignor"), ENERGY FIT SOLUTIONS, INC., a corporation duly formed under the laws of the State of Tennessee, (hereinafter referred to as "Assignee"), and THE TOWN OF KINGSTON SPRINGS OF CHEATHAM COUNTY, TENNESSEE, A MUNICIPAL CORPORATION (hereinafter referred to as the "Town"):

WITNESSETH:

WHEREAS, the Town of Kingston Springs (hereinafter referred to as the "Town"), previously entered into a Planned Unit Development Agreement with Assignor, dated March 8, 2007, pertaining to the development of that certain Phase I of Ellersly Subdivision (hereinafter "Ellersly"), and the original plat for Ellersly, a Planned Unit Development consisting of 35 Lots, being Phase I of a multi-phase development, received preliminary and final platting approval of the Kingston Springs Municipal Regional Planning Commission (hereinafter called the Planning Commission) on the 8th day of March, 2007, pursuant to Tennessee Code Annotated § 13-4-301, et seq. and § 13-3-401, et seq., and the Subdivision Regulations of Kingston Springs, Tennessee, (the Subdivision Regulations) and other applicable ordinances of the TOWN. Such plat was recorded at Plat Book 13, page 256, Register's Office of Cheatham County, Tennessee and was re-recorded at Plat Book 13, page 308, said Register's Office; and

WHEREAS, on January 22, 2007, Assignor filed a Charter of the Ellersly Homeowners Association, Inc. with the Tennessee Secretary of State (hereinafter, "the Association"), and such Charter was recorded at Record Book 234, page 139, said Register's Office; and

WHEREAS, on June 5, 2007, at Record Book 250, page 1, said Register's Office, the Assignor filed a Declaration of Covenants, Conditions and Restrictions for Ellersly a Planned Unit Development Together with Appended By-Laws for Ellersly Homeowners Association, Inc. (hereinafter "the Restrictions"), and such document (and its addendums) was approved by the TOWN prior to recording; and

WHEREAS, the Assignor subsequently sold, transferred, and conveyed certain lots of the Ellersly subdivision to third parties; and

WHEREAS, the Assignor did not fully complete the terms of the original Development Agreement, and the said original Development Agreement executed between the TOWN and the Assignor, dated March 8, 2007, has expired. Further, certain of the applicable regulations and ordinances of the Town relative to property development have since been amended and are now in effect with respect to the further development of the subject property; and

WHEREAS, the Assignee is now the owner of certain portions of the Ellersly property pursuant to deed conveyance by Assignor to Assignee, and Assignee has authority to engage in such development, and Assignee herein may be referred to as "he, she, his, her or it." A copy of the deed from Assignor to Assignee is of record at Record Book 574, page 541, said Register's Office; and

WHEREAS, at the time of execution of this Agreement, the Assignor owns one (1) lot in Ellersly and the Assignee owns nine (9) lots and the common areas and roadways in Ellersly; and

WHEREAS, the Assignee now desires to continue to further develop, and complete Phase I of Ellersly as more particularly set out in the Ellersly Planned Unit Development Agreement between the Town and Assignee executed simultaneously herewith; and

WHEREAS, in consideration for the agreement of the Town to accept and approve this Assignment and Assumption Agreement between Assignor and Assignee, the Assignee in the capacity of developer has agreed to construct the necessary improvements to the standards of the TOWN; to assume the role and obligations of the developer of the project from Assignor and to assume the role and obligations of the Declarant in the Restrictions and Association By-Laws; and to perform the terms, conditions, and obligations set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, the parties hereby agree and acknowledge as follows:

1. Assignor hereby assigns, transfers, and conveys over unto Assignee all of their right, title and interest in and to the development of that certain Property identified in Exhibit C to the Ellersly Planned Unit Development Agreement, Phase I, entered into between the Town and Assignee, with an Effective Date of _____.
2. Assignee does hereby accept the assignment of the Assignors' aforesaid right, title and interest in and to the development of that certain Property identified in Exhibit C to the Planned Unit Development Agreement for Ellersly, Phase I, entered into between the Town and Assignee, with an Effective Date of _____; and agrees to be bound by each and every one of the terms, conditions and covenants contained therein.
3. Assignor warrants and represents to Assignee that it currently has no other pending obligations to the Town to perform under the terms of the previous Planned Unit Development Agreement, dated March 8, 2007, due to the expiration of said original agreement.
4. Assignee hereby agrees that after the execution of this Assignment and Assumption Agreement, Assignor does not have any duty to Assignee to perform any of the obligations to be performed by Assignee as the Developer under the Ellersly Planned Unit Development Agreement, Phase I, entered into between the Town and Assignee, with an Effective Date of _____.

5. Assignee hereby further agrees to save and hold harmless, defend, and indemnify Assignor, their heirs, successors, and assigns, and from any and all other persons or entities, arising from, under or out of any rights or responsibilities contained herein and assigned hereby, after the effective date of this Agreement, and attributable to Assignee's action or failure to act.
6. This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ASSIGNOR:

Ronald B. Merville, Jr., individually

LaDonna M. Merville, individually

ASSIGNEE:

ENERGY FIT SOLUTIONS, INC.

By: _____
LaDonna M. Merville, President

State of Tennessee
County of _____

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Ladonna M. Merville, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Energy Fit Solutions, Inc., the within named bargainor, a Tennessee corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President. Witness my hand, at office, this ____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee
County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ronald B. Merville, Jr., the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee
County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, LaDonna M. Merville, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

The Town of Kingston Springs hereby consents to this Assignment and Assumption Agreement from Assignor, RONALD B. MERVILLE, JR., and wife LADONNA M. MERVILLE, both individually, to Assignee, ENERGY FIT SOLUTIONS, INC. Further, the Town of Kingston Springs agrees that any liability or duty to perform by Assignor under the terms of the previous Planned Unit Development Agreement, dated March 8, 2007, and the current Planned Unit Development Agreement with the Assignee to be executed simultaneously herewith, shall terminate as of the effective date of the Assignment and Assumption Agreement as set out herein.

TOWN OF KINGSTON SPRINGS

BY: _____
FRANCIS A. GROSS, MAYOR

State of Tennessee
County of _____

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Francis A. Gross, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the Town of Kingston Springs, the within named bargainor, a Tennessee municipal corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the municipal corporation as Mayor. Witness my hand, at office, this ____ day of _____, 2022.

NOTARY PUBLIC

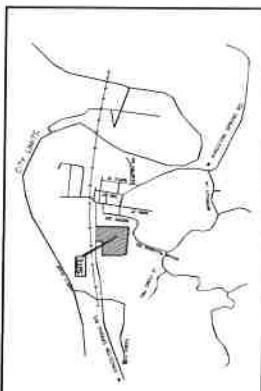
My commission expires: _____

EXHIBIT E

CONSTRUCTION PLANS

R-3 PUD OVERLAY CALCULATIONS

TOTAL PHASE ONE SITE AREA	8.80 ACRES
LESS INTERNAL STREET ROW	- 1.35 ACRES
LESS EXTERNAL STREET ROW	- 0.18 ACRES
LESS ROW DEDICATION SPACE	- 0.18 ACRES
TOTAL SITE AREA REMAINING FOR PHASE TWO DEVELOPMENT	7.10 ACRES
PARKING SPACES PROVIDED	13.55 SPACES
	13.22



VICINITY MAP
NOT TO SCALE

OWNER / DEVELOPER
 RONALD B. MERVILLE, JR.
 5000 W. MERVILLE, MARIETTA, TENNESSEE 37758
 PROPERTY TAX MAP 94-11, GROUP "A", PARCEL 3 DEED BK 203,
 PAGE 568-569, P.O.C.C., TENNESSEE.

CIVIL ENGINEER
 MERVILLE & HOWE ENGINEERING
 1212 S. MAIN STREET, SUITE 450
 MARIETTA, TN 37752

CERTIFICATE OF APPROVAL OF WATER SYSTEM
 INDICATED ON THE FINAL SUBDIVISION PLANNING OR
 ENTIREMENT WITH EXHIBIT "C" HAS/SHOULD BE INSTALLED IN
 RECONSTRUCTION OF A SUBSTANTIAL ROAD OR OTHER SURFACE PAVED
 BEEN FULFILLED TO COMPLETE THE INSTALLATION.

Name of Authorizing Agent _____ DATE _____



- LEGEND:**
- ☒ CONCRETE MONUMENT
 - ⊗ IRON PIN
 - ⊗ EXISTING UTILITIES
 - WATER LINE
 - SLOPED LINE
 - EDGE OF PAVEMENT
 - FIRE HYDRANT
 - SEWER MANHOLE

LOT	ACRES
1	0.14
2	0.14
3	0.14
4	0.14
5	0.14
6	0.14
7	0.14
8	0.14
9	0.14
10	0.14
11	0.14
12	0.14
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97	0.14
98	0.14
99	0.14
100	0.14

NUMBER	AREA	ACRES
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3	1.00	1.00
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86	1.00	1.00
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93	1.00	1.00
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96	1.00	1.00
97	1.00	1.00
98	1.00	1.00
99	1.00	1.00
100	1.00	1.00

CERTIFICATE OF APPROVAL OF PUBLIC UTILITY SYSTEM
 INDICATED ON THE FINAL SUBDIVISION PLANNING OR
 ACCORDANCE WITH CURRENT LOCAL ORDINANCES HAS BEEN INSTALLED IN
 RECONSTRUCTION OF A SUBSTANTIAL ROAD OR OTHER SURFACE PAVED
 BEEN FULFILLED TO COMPLETE THE INSTALLATION.

Name of Authorizing Agent _____ DATE _____

CERTIFICATE OF SURVEY ACCURACY
 I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND THAT MY KNOWLEDGE AND
 BELIEF HAS BEEN FORMED BY A TRUTHFUL AND ACCURATE SURVEY OF THE
 SHOWN HEREON, THAT THIS IS A CATEGORY 1 SURVEY AS PER THE
 REQUIREMENTS OF THE TENNESSEE SURVEYING BOARD. I HAVE BEEN A LICENSED BOARD OF
 ENGINEERS FOR LAND SURVEYORS AND THIS SURVEY IS CONDUCTED IN ACCORDANCE
 WITH CHAPTER 100 OF THE TENNESSEE CODE, AND IS VALID BY RECORDER

Name: _____ P.L.S. NO. _____ DATE _____

By: _____

CERTIFICATE OF FASIMEST DECISIONS CONCERNING
 HEREIN, SEPTIC TANK AND DISCHARGE LINES
 REQUIRED FOR THE PROPOSED DEVELOPMENT OF THE
 SUBDIVISION WITHIN THE R-3 PUD OVERLAY DISTRICT, THE
 INDICATED ON THE FINAL SUBDIVISION PLANNING

Name of Authorizing Agent _____ DATE _____

CERTIFICATE OF APPROVAL FOR RECORDING
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION HAS BEEN
 ACCURATELY SURVEYED AND THAT THE PLANS HEREON REPRESENT A TRUE AND
 ACCURATE STATEMENT OF THE FACTS AND CONDITIONS AS SHOWN BY THE
 SURVEY. I HAVE BEEN A LICENSED SURVEYOR FOR THE STATE OF TENNESSEE
 AND THIS SURVEY HAS BEEN APPROVED FOR RECORDING IN THE OFFICE
 OF THE COUNTY REDEVELOPMENT

Name of Authorizing Agent _____ DATE _____

By: _____

CERTIFICATE OF OWNERSHIP AND DEDICATION
 THE PROPERTY SHOWN AND DESCRIBED HEREON AS INDICATED IN
 THE PLANS AND SPECIFICATIONS HEREOF, IS THE PROPERTY OF THE CITY OF
 MARIETTA, TENNESSEE, AND IS HEREBY DEDICATED TO THE PUBLIC USE OF
 THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL
 REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

Appropriate governmental Representative _____ DATE _____

CERTIFICATE OF APPROVAL OF PUBLIC UTILITY SYSTEMS FOR BOND POSTING
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PUBLIC UTILITY SYSTEMS ON THIS
 FINAL SUBDIVISION PLANNING HAS BEEN ACCURATELY SURVEYED AND THAT THE
 PLANS AND SPECIFICATIONS HEREOF, IS THE PROPERTY OF THE CITY OF
 MARIETTA, TENNESSEE, AND IS HEREBY DEDICATED TO THE PUBLIC USE OF
 THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL
 REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

Appropriate governmental Representative _____ DATE _____

CERTIFICATE OF APPROVAL OF BOND POSTING
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PUBLIC UTILITY SYSTEMS ON THIS
 FINAL SUBDIVISION PLANNING HAS BEEN ACCURATELY SURVEYED AND THAT THE
 PLANS AND SPECIFICATIONS HEREOF, IS THE PROPERTY OF THE CITY OF
 MARIETTA, TENNESSEE, AND IS HEREBY DEDICATED TO THE PUBLIC USE OF
 THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL
 REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

Appropriate governmental Representative _____ DATE _____



REVISIONS 06-16-08



**ELLERSLY
SUBDIVISION
PHASE 1**
0 ELLERSLY WAY,
KINGSTON SPRINGS
CHEATHAM COUNTY,
TENNESSEE

ISSUE SET

NO.	DATE	DESCRIPTION
1	01/01/2022	ISSUE SET
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DRAINAGE MAP
C1.01
PROJECT NO.: 19-012-01

SWPPP LEGEND

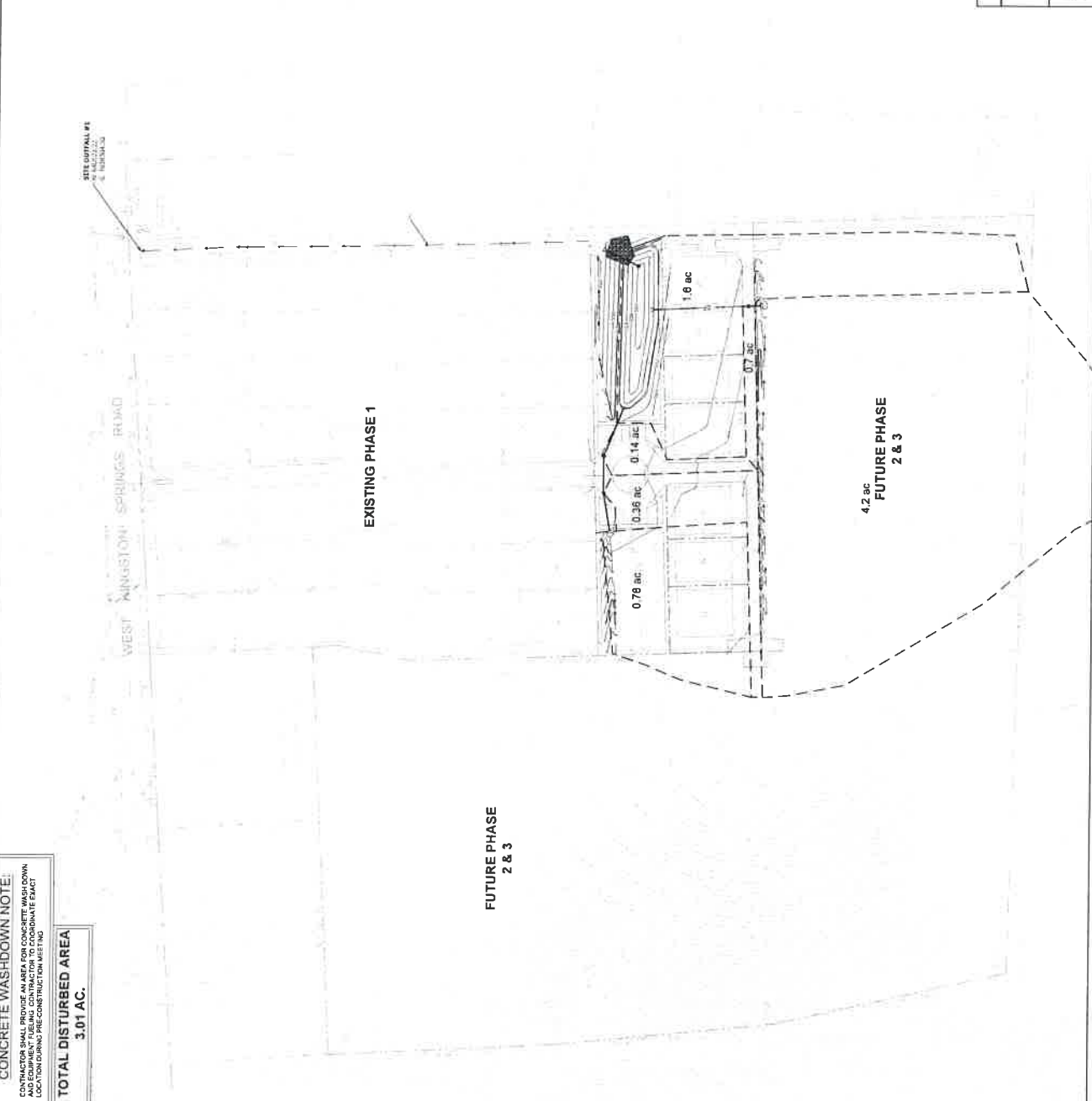
CD	CHECK DAM
CE	CONSTRUCTION ENTRANCE
DS	DRAINAGE SWALE
ST	SEDIMENT TRAP
SF	SILT FENCE
WB	WIRE RACKED SILT FENCE



MAP 95-B, PARCEL 003.00

UNIVERSITY BENCHMARK
DESCRIPTION: PK N/4 IN TEL. POLE
ELEVATION: 517.09

Scale: 1" = 60'



CONCRETE WASHDOWN NOTE:
CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING. CONTRACTOR TO COORDINATE EXACT LOCATION DURING PRE-CONSTRUCTION MEETING.

**TOTAL DISTURBED AREA
3.01 AC.**

N.O.C. Certification

I, The Signer associated with these submitted plans, is certified under Tennessee Construction General Permit, TN 108-14872. The total disturbed area is 3.01 AC.

Signature: *[Signature]* Date: 01/05/2022

Circle one: Developer (Contract Engineer) Other: _____

Erosion Control Specialist Note

I, SEAN E. LOVELACE, 25477 Certified Erosion Control Specialist, have reviewed the plans submitted for this project and certify that the erosion control measures are in accordance with the approved permit and applicable federal, state, and local laws and regulations.

Signature: *[Signature]* Date: 01/05/2022

NOTES:

1. CONSTRUCTION ENTRANCES AND CONCRETE WASHDOWN ARE TO BE INSTALLED AT THE LOCATION OF THE DISTURBED AREA TO BE INSTALLED WITH ORANGE CONSTRUCTION FENCE OR EQUIVALENT TO MAINTAIN THE UTILITY.

DRAINAGE REPORT

FOR

Ellersly Subdivision Phase 1b

Ellersly Way
Cheatham County
Kingston Springs, Tennessee

April 4, 2022

Prepared By:

CSDG
2305 Kline Ave, Ste 300
Nashville, TN 37211
Phone: (615) 248-9999
Attn: Ryan Lovelace, P.E.



CSDG Job No. 19-012-01

EXHIBIT "B" - ELLERSLY PUD APPROVED DEVELOPMENT PLANS Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1	A0-A1	6.47	18	Cir	66.000	560.00	568.00	12.121	561.50	568.98	n/a	568.98 j	End	Combination
2	A1-A2	2.06	18	Cir	48.000	568.10	568.40	0.625	568.98	568.94	0.20	568.94	1	Combination
3	A2-A3	3.72	18	Cir	48.000	568.50	573.00	9.375	568.98	573.74	0.29	573.74	1	OpenHeadwall

Project File: Line A.stm

Number of lines: 3

Run Date: 4/4/2022

NOTES: Return period = 25 Yrs. ; j - Line contains hyd. jump.

Inlet Report

EXHIBIT "B" - ELLERSLY PUD APPROVED DEVELOPMENT PLANS

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter						Inlet		By Line No		
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)		Spread (ft)	Depth (ft)
1	A1	0.95	0.00	0.95	0.00	Comb	4.0	2.50	1.80	2.50	2.00	Sag	2.00	0.020	0.020	0.000	0.07	3.51	0.24	3.51	2.0	Off
2	A2	2.06	0.00	2.06	0.00	Comb	4.0	2.50	1.80	2.50	2.00	Sag	2.00	0.020	0.020	0.000	0.16	8.02	0.33	8.02	2.0	Off
3	A3	3.72	0.00	3.72	0.00	Hdwl	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off

Project File: Line A.stm

Number of lines: 3

Run Date: 4/4/2022

NOTES: Inlet N-Values = 0.016; Intensity = 65.39 / (Inlet time + 11.50) ^ 0.75; Return period = 25 Yrs. ; * Indicates Known Q added. All curb inlets are Horiz throat.

EXHIBIT "B" - ELLERSLY PUD APPROVED DEVELOPMENT PLANS

Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line Shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1	C0-C1	20.34	24	Cir	120.000	556.00	579.50	19.583	557.50	581.12	0.43	581.12	End	DropGrate
2	C1-C2	16.73	24	Cir	15.000	579.60	581.00	9.333	581.12	582.47	n/a	582.47 j	1	OpenHeadwall

Line C Number of lines: 2 Run Date: 4/4/2022

NOTES: Return period = 25 Yrs. ; j - Line contains hyd. jump.

Inlet Report

EXHIBIT "B" - ELLERSLY PUD APPROVED DEVELOPMENT PLANS

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter						Inlet			Byp Line No						
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)		Depth (ft)	Spread (ft)	Depr (in)			
1	C1	4.75	0.00	1.64	3.11	DrGrt	0.0	0.00	0.00	2.50	2.50	0.060	2.00	0.020	0.020	0.013	0.13	15.10	0.13	15.10	0.13	15.10	0.00	0.00	0.00	0.0	Off
2	C2	16.73	0.00	16.73	0.00	Hdwl	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	Off

Line C Number of lines: 2 Run Date: 4/4/2022

NOTES: Inlet N-Values = 0.016; Intensity = 65.39 / (Inlet time + 11.50) ^ 0.75; Return period = 25 Yrs. ; * Indicates Known Q added. All curb inlets are Horiz throat.



CSDG

Planning | Engineering | Landscape Architecture

EXHIBIT "B" - ELLERSLY PUD APPROVED DEVELOPMENT PLANS

Project: Ellersly

Subject: Drainage Calcs

Date: 10/6/21 By: REL

Ditch Calcs

- 5 Acres
- trees

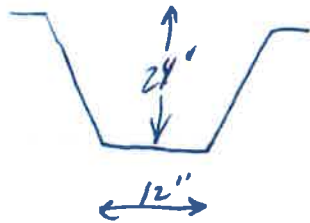
$$Q = \frac{CIA}{2.5}$$

$$= 0.4(7.0)(5)$$

$$= 14 \text{ cfs}$$

$$T_c = 8 \text{ min}$$

$$i = 7.0$$



slope 10%

$n = 0.24$

$Q = 14 \text{ cfs}$

Depth = 1.6'

Hydrograph Return Period Recap

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	-----	-----	9.609	-----	17.41	22.99	30.57	-----	42.18	Pre-Condition
2	SCS Runoff	-----	-----	17.85	-----	27.45	33.89	42.15	-----	54.33	Post-Condition
3	Reservoir	2	-----	8.976	-----	15.23	20.25	27.65	-----	48.65	Routed Pond

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description	
1	SCS Runoff	9.609	2	722	26,059	----	----	----	Pre-Condition	
2	SCS Runoff	17.85	2	720	46,287	----	----	----	Post-Condition	
3	Reservoir	8.976	2	730	46,255	2	557.57	10,857	Routed Pond	
Pond design.gpw					Return Period: 2 Year			Monday, 04 / 4 / 2022		

Hydrograph Report

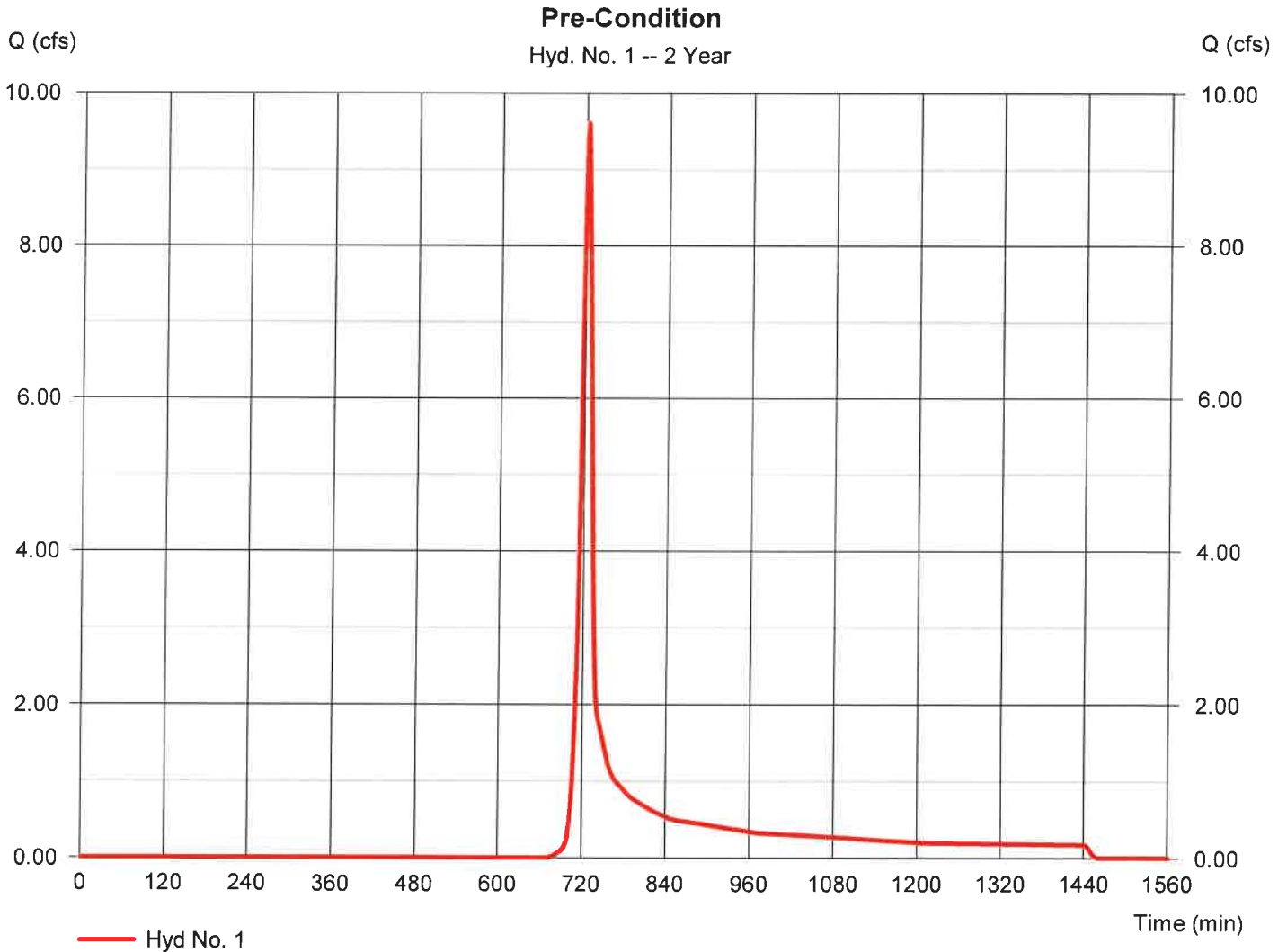
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 9.609 cfs
Storm frequency	= 2 yrs	Time to peak	= 722 min
Time interval	= 2 min	Hyd. volume	= 26,059 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 3.39 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

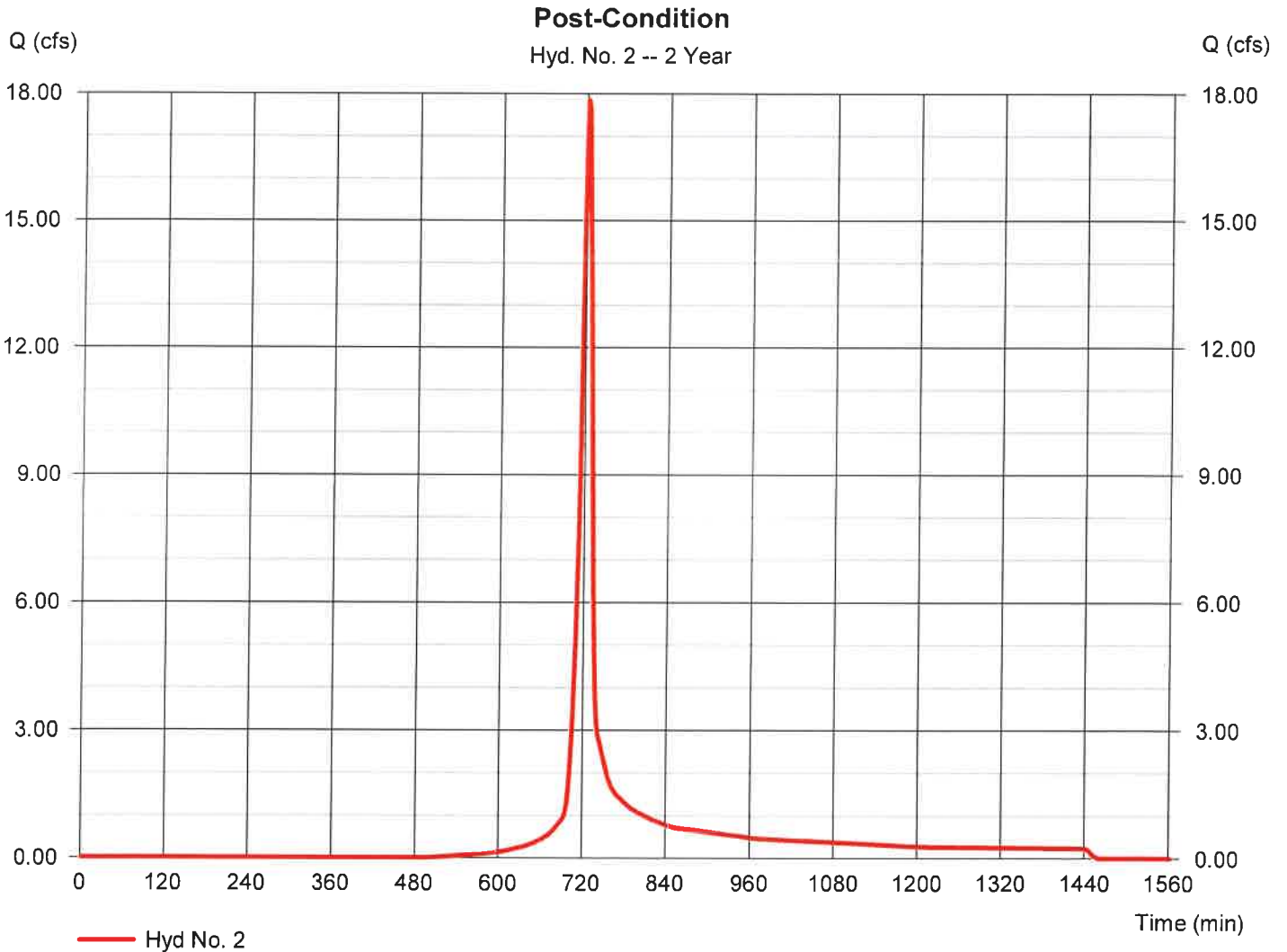
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 17.85 cfs
Storm frequency	= 2 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 46,287 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 3.39 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 8.976 cfs
Storm frequency	= 2 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 46,255 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 557.57 ft
Reservoir name	= Pond 1	Max. Storage	= 10,857 cuft

Storage Indication method used.

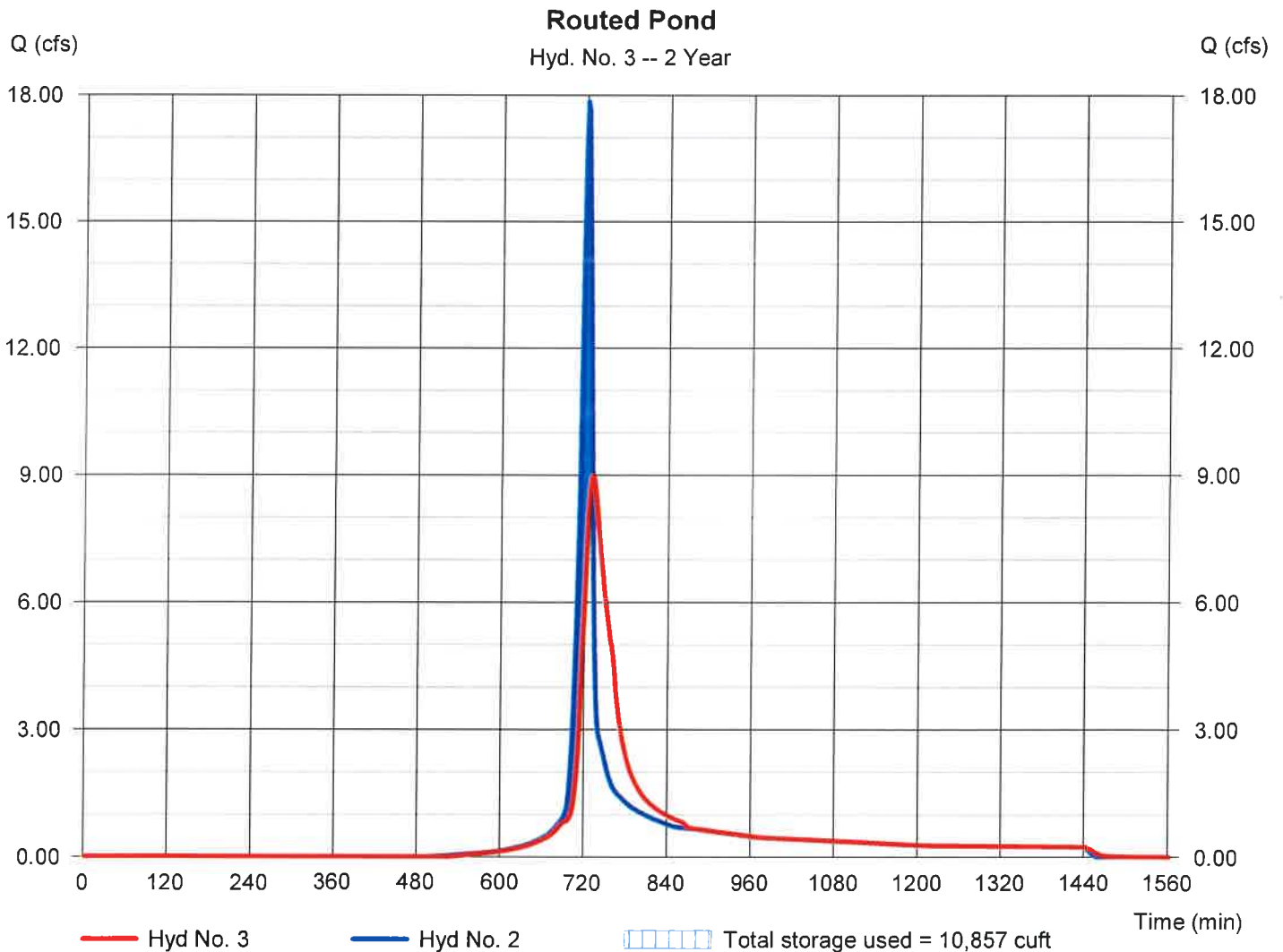


EXHIBIT "B" - ELLERSLY PUD APPROVED DEVELOPMENT PLANS

Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Pond No. 1 - Pond 1

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 553.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	553.00	00	0	0
1.00	554.00	940	313	313
3.00	556.00	3,120	3,848	4,161
5.00	558.00	5,512	8,518	12,680
7.50	560.50	8,130	16,945	29,625

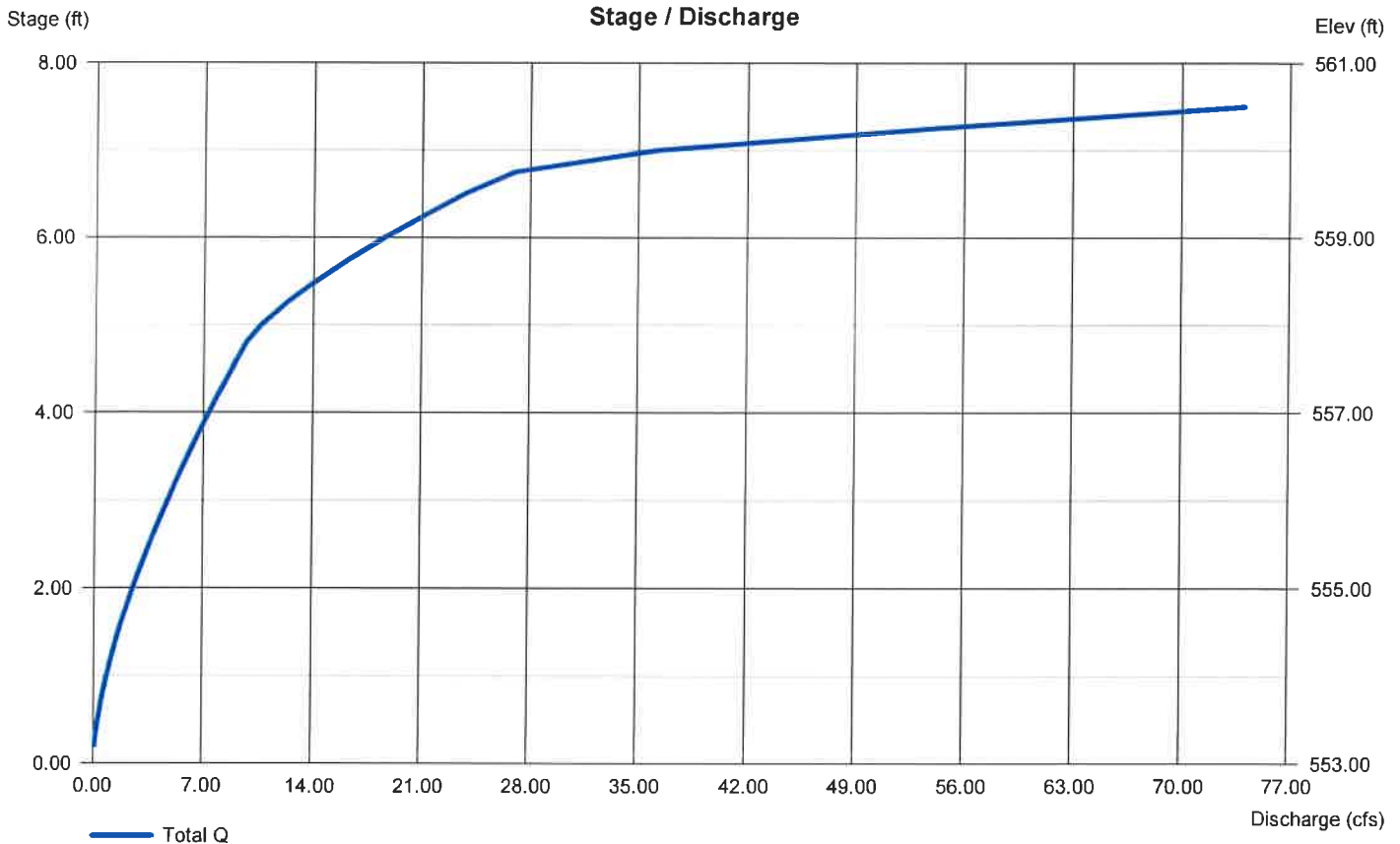
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 553.00	0.00	0.00	0.00
Length (ft)	= 42.00	0.00	0.00	0.00
Slope (%)	= 2.40	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 14.50	0.30	1.20	20.00
Crest El. (ft)	= 559.70	553.10	557.80	560.00
Weir Coeff.	= 3.33	3.33	3.33	2.60
Weir Type	= 1	Rect	Rect	Broad
Multi-Stage	= Yes	Yes	Yes	No
Exfil.(in/hr)	= 0.000 (by Contour)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description	
1	SCS Runoff	17.41	2	722	45,762	----	----	----	Pre-Condition	
2	SCS Runoff	27.45	2	720	71,421	----	----	----	Post-Condition	
3	Reservoir	15.23	2	728	71,389	2	558.63	16,928	Routed Pond	
Pond design.gpw					Return Period: 5 Year			Monday, 04 / 4 / 2022		

Hydrograph Report

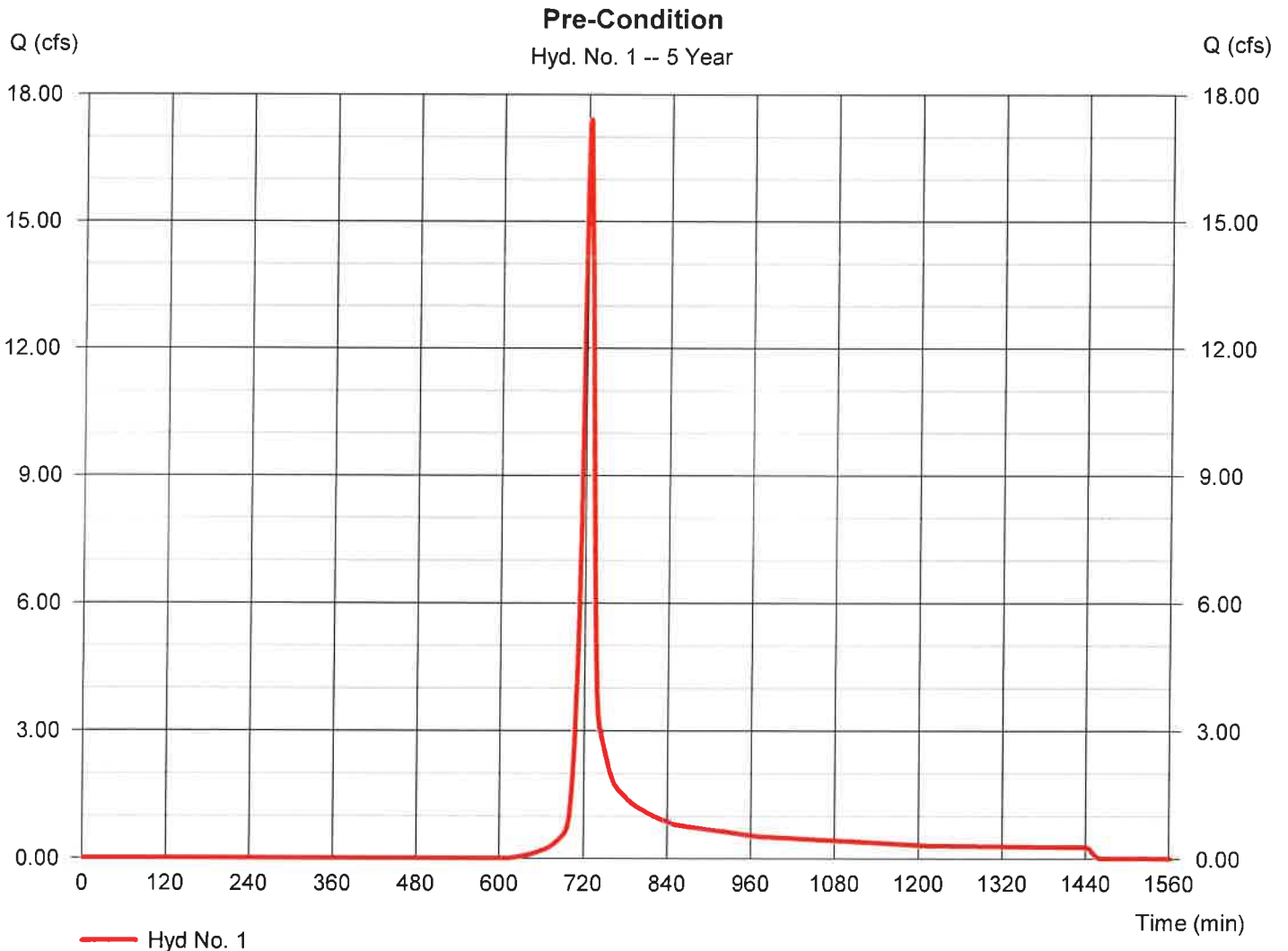
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 17.41 cfs
Storm frequency	= 5 yrs	Time to peak	= 722 min
Time interval	= 2 min	Hyd. volume	= 45,762 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 4.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

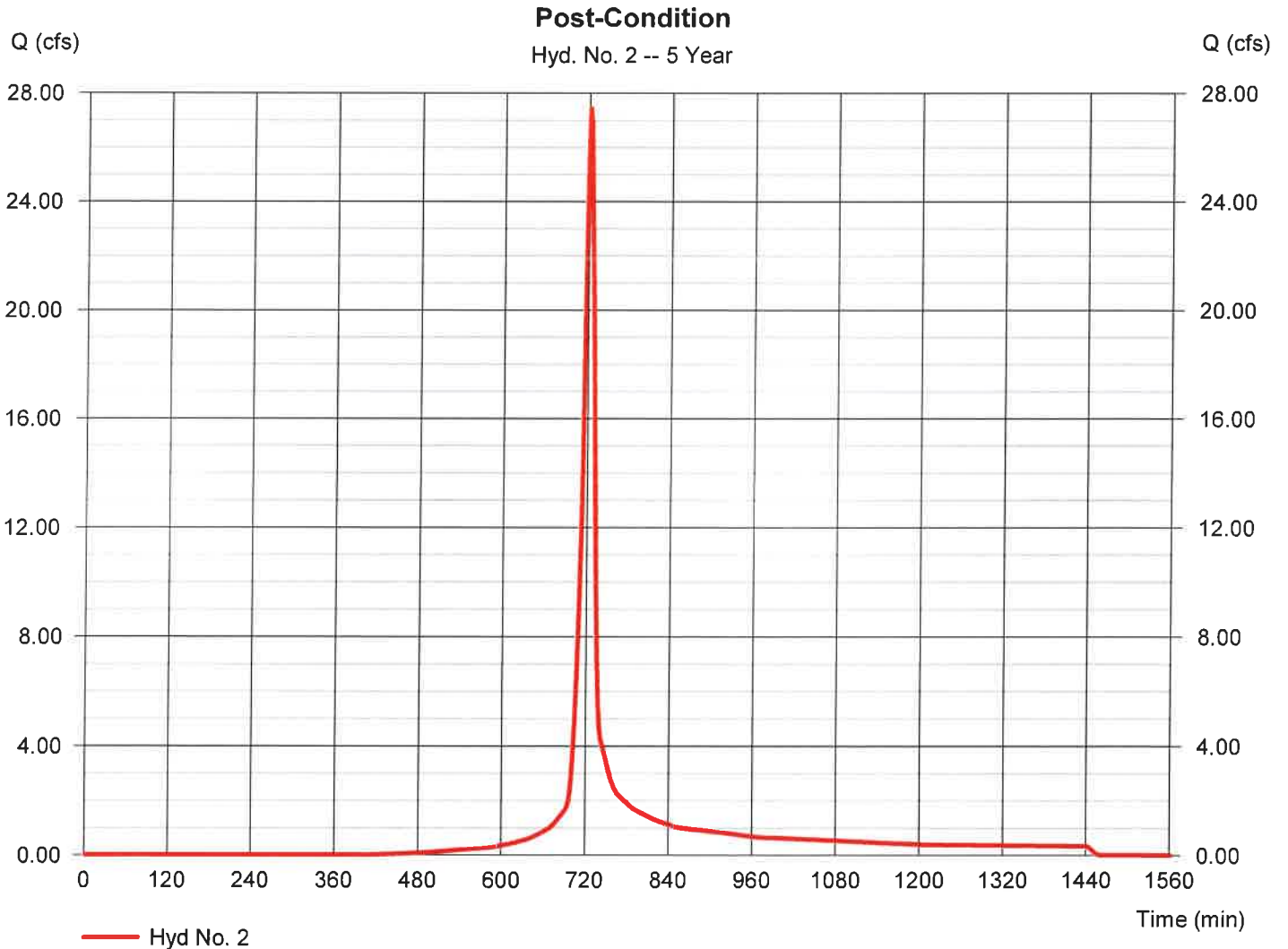
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 27.45 cfs
Storm frequency	= 5 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 71,421 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 4.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

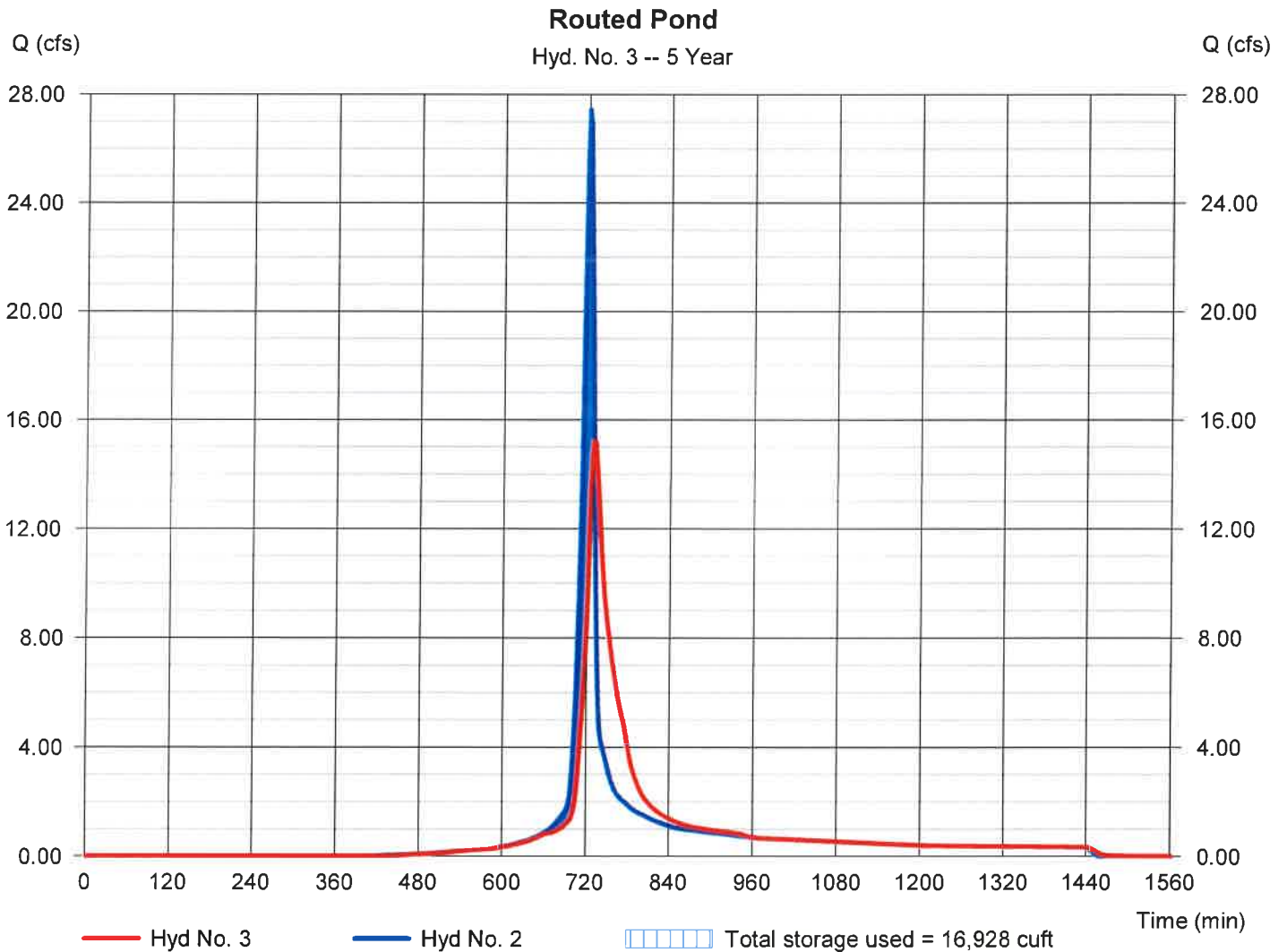
Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 15.23 cfs
Storm frequency	= 5 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 71,389 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 558.63 ft
Reservoir name	= Pond 1	Max. Storage	= 16,928 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	22.99	2	720	60,056	----	----	----	Pre-Condition
2	SCS Runoff	33.89	2	720	88,647	----	----	----	Post-Condition
3	Reservoir	20.25	2	728	88,614	2	559.16	20,574	Routed Pond
Pond design.gpw					Return Period: 10 Year			Monday, 04 / 4 / 2022	

Hydrograph Report

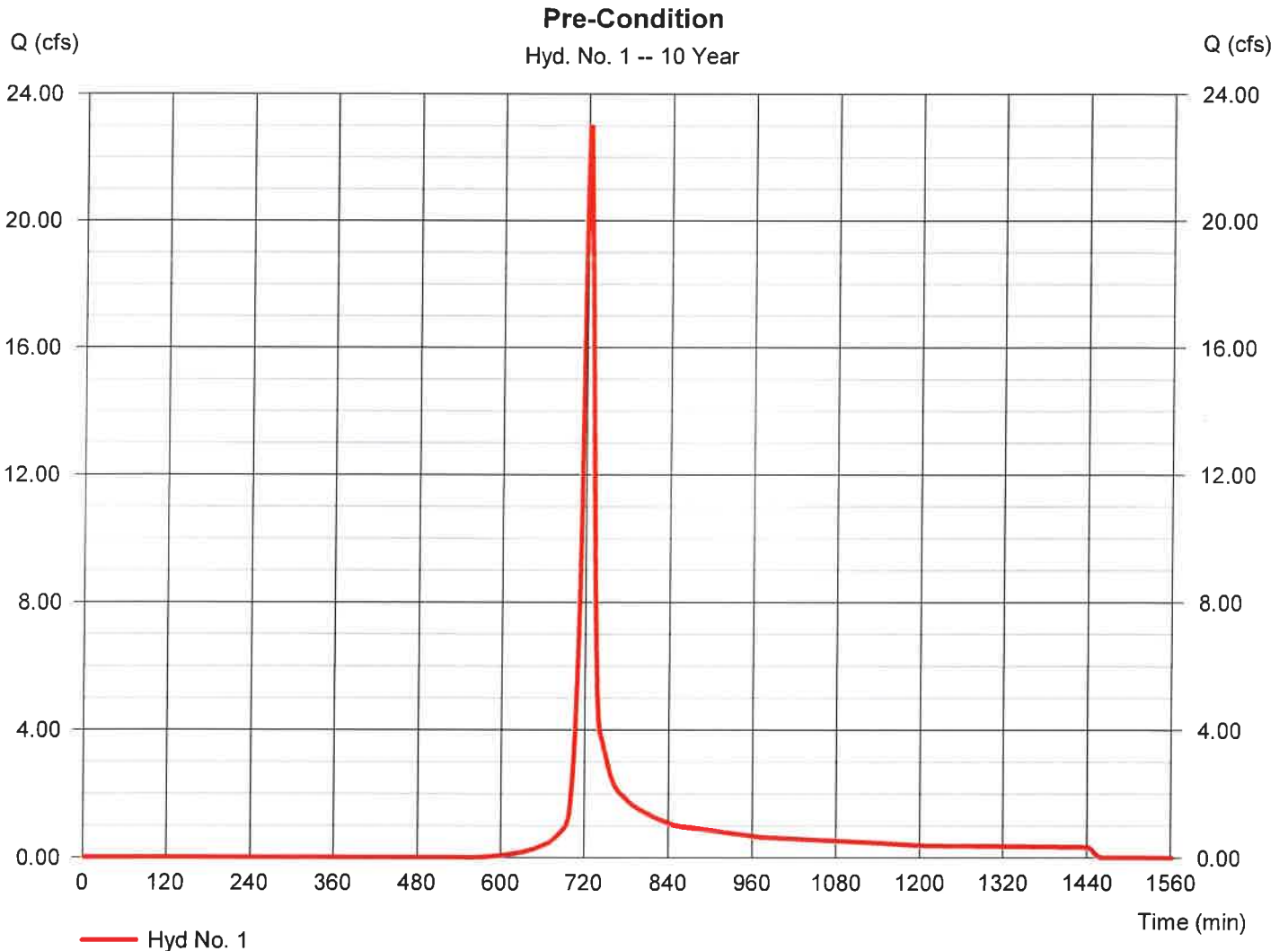
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 22.99 cfs
Storm frequency	= 10 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 60,056 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 5.23 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

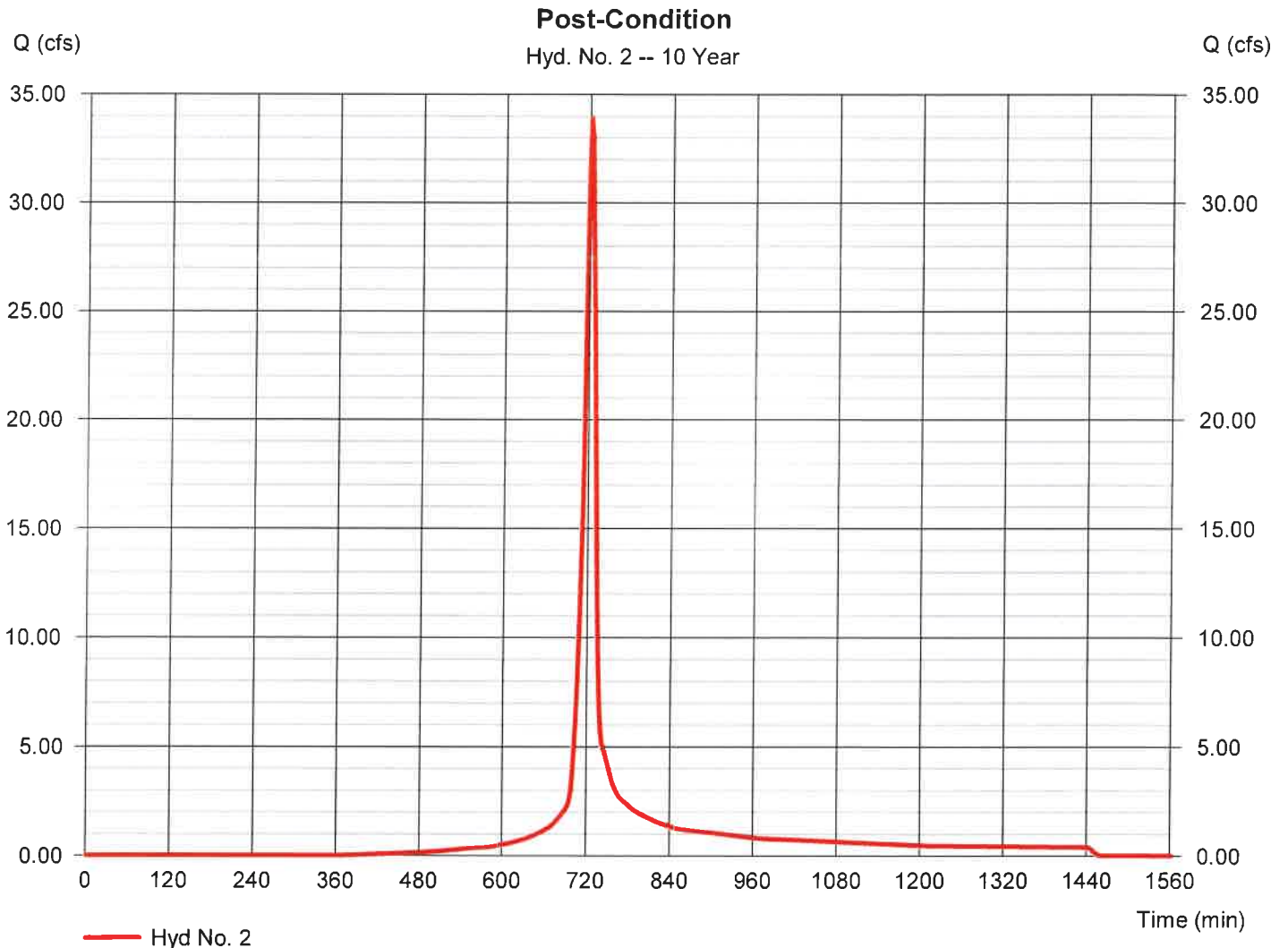
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 33.89 cfs
Storm frequency	= 10 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 88,647 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 5.23 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

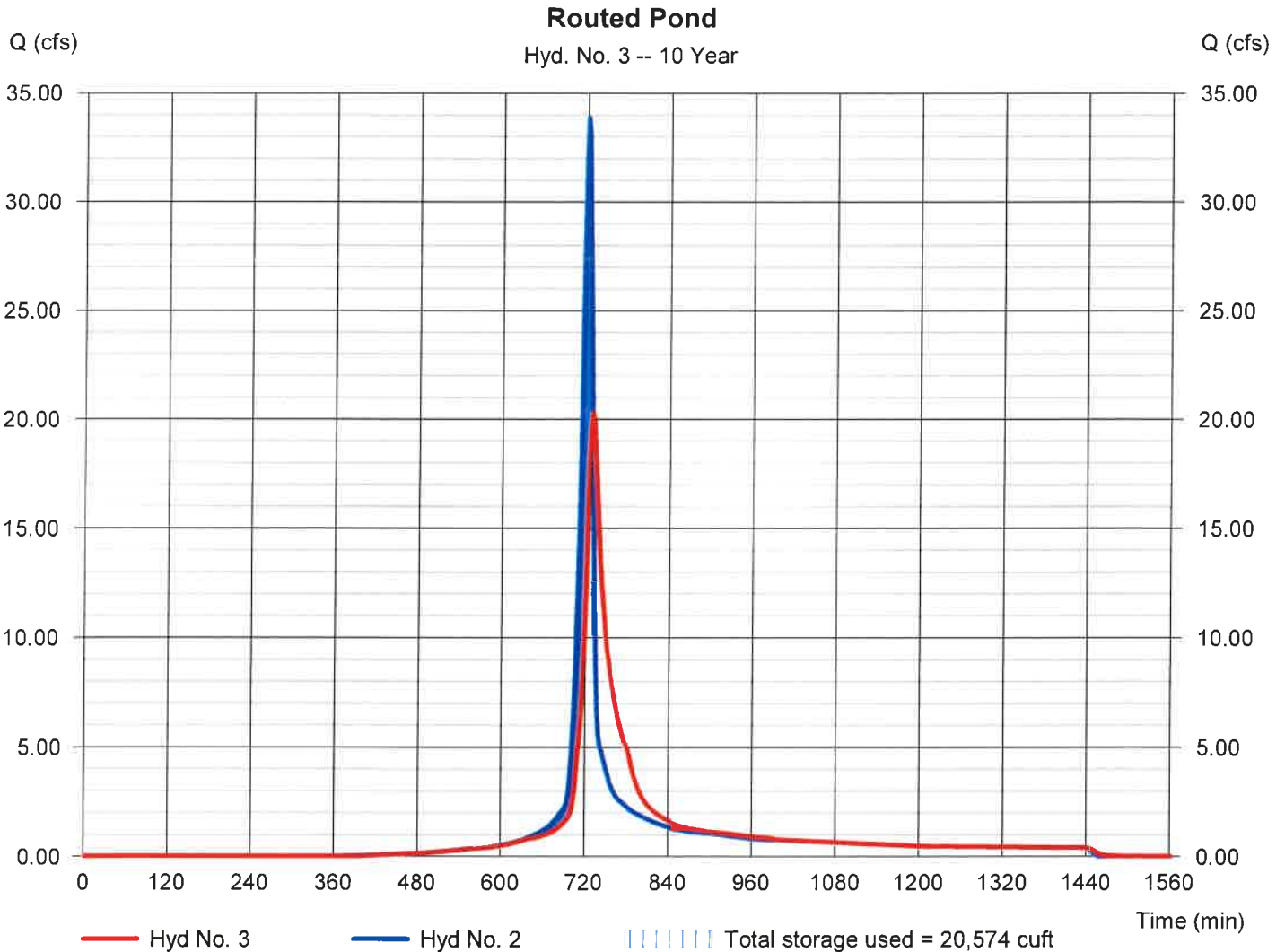
Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 20.25 cfs
Storm frequency	= 10 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 88,614 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 559.16 ft
Reservoir name	= Pond 1	Max. Storage	= 20,574 cuft

Storage Indication method used:



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description	
1	SCS Runoff	30.57	2	720	79,351	----	----	----	Pre-Condition	
2	SCS Runoff	42.15	2	720	111,108	----	----	----	Post-Condition	
3	Reservoir	27.65	2	728	111,075	2	559.77	24,668	Routed Pond	
Pond design.gpw					Return Period: 25 Year			Monday, 04 / 4 / 2022		

Hydrograph Report

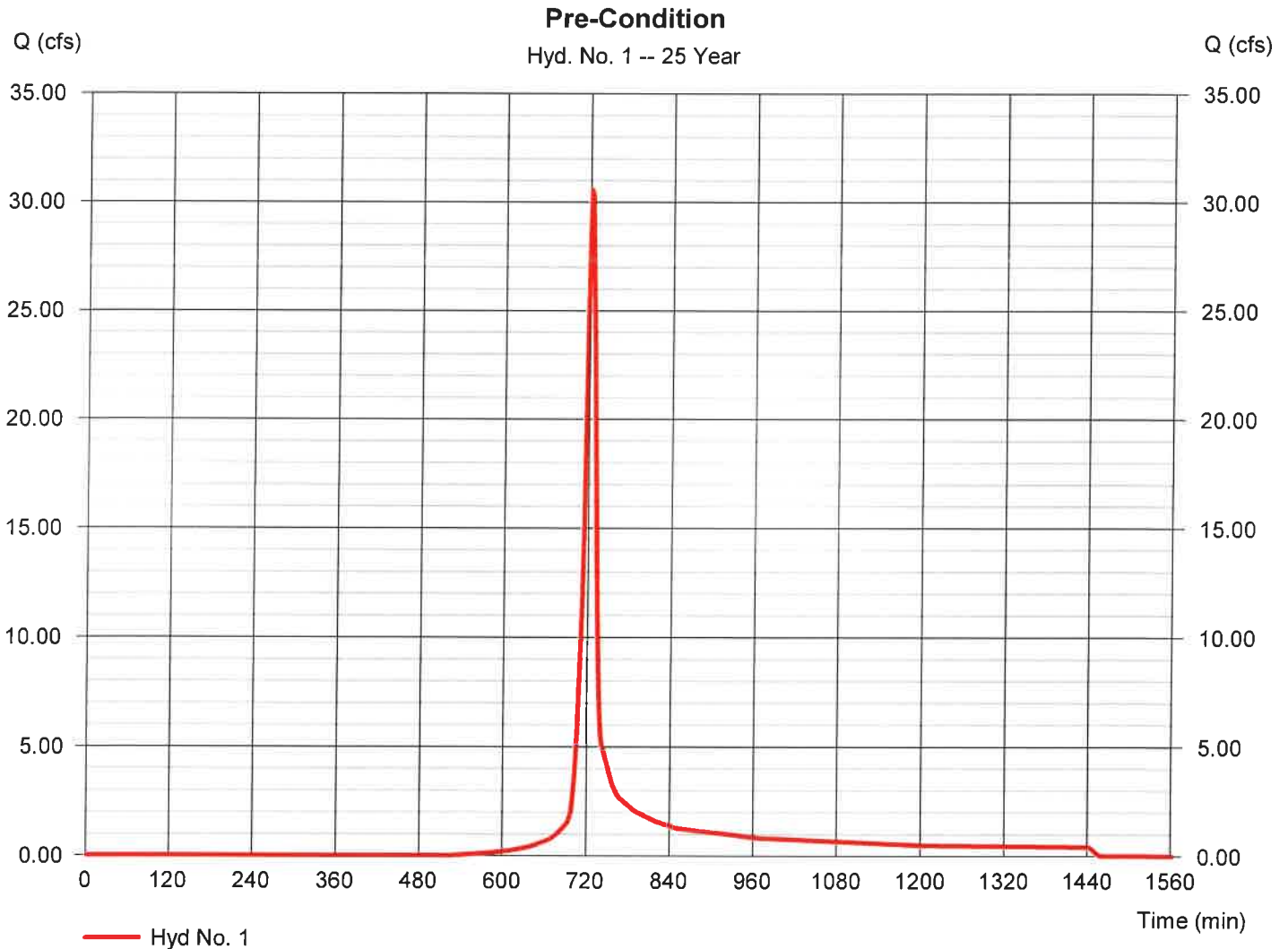
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 30.57 cfs
Storm frequency	= 25 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 79,351 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 6.16 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

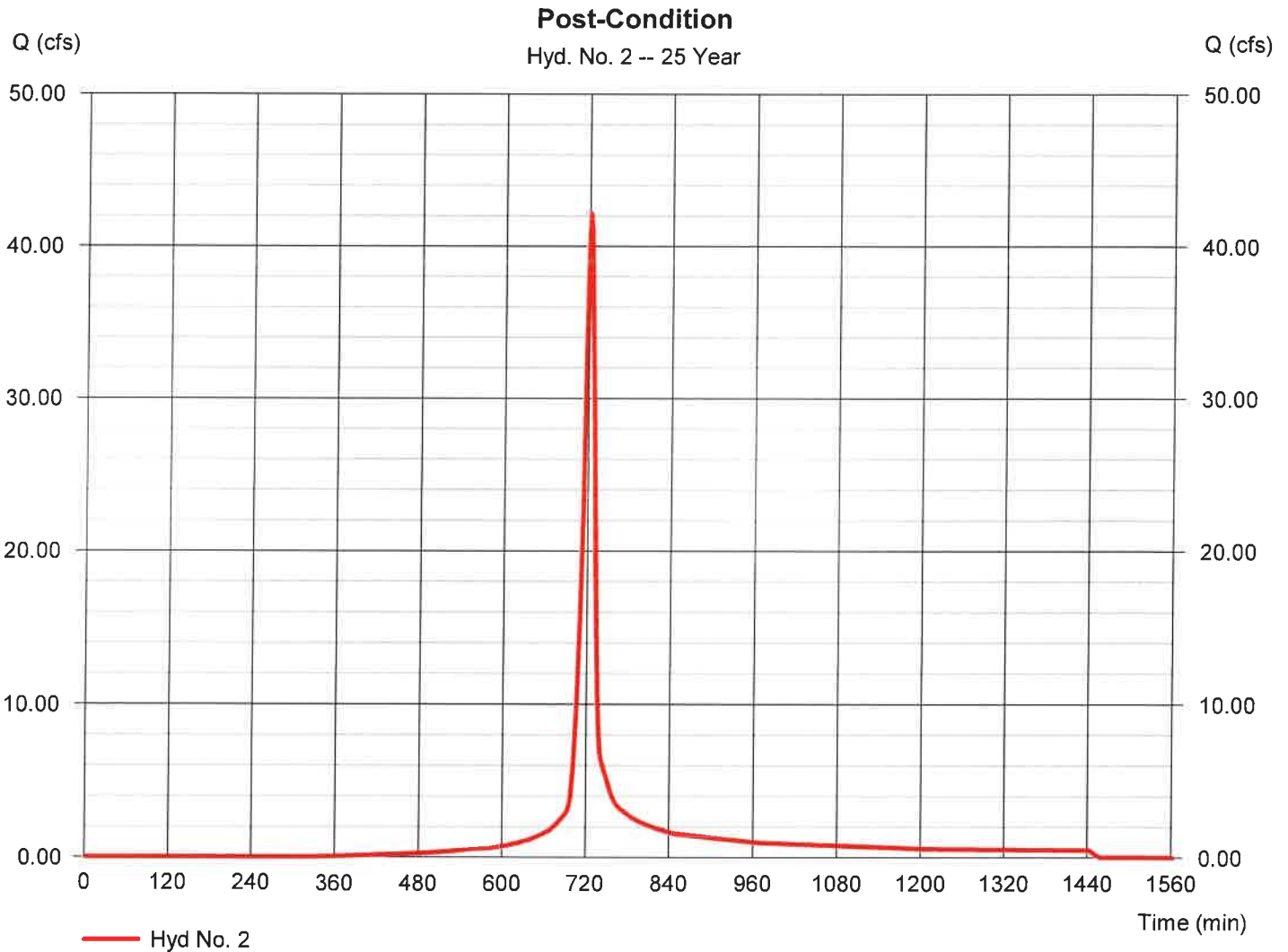
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 42.15 cfs
Storm frequency	= 25 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 111,108 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 6.16 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

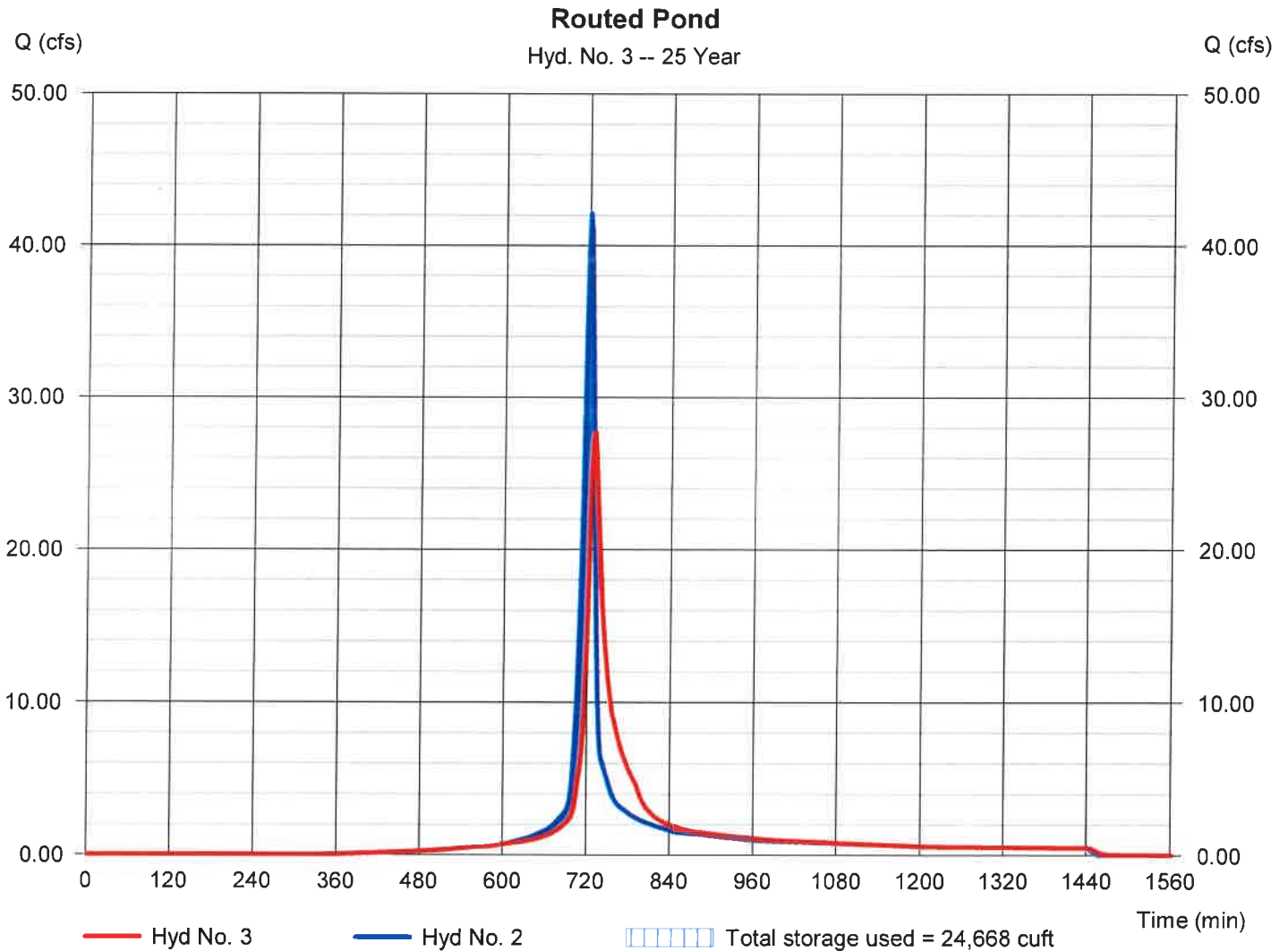
Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 27.65 cfs
Storm frequency	= 25 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 111,075 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 559.77 ft
Reservoir name	= Pond 1	Max. Storage	= 24,668 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description	
1	SCS Runoff	42.18	2	720	109,367	----	-----	-----	Pre-Condition	
2	SCS Runoff	54.33	2	720	144,901	----	-----	-----	Post-Condition	
3	Reservoir	48.65	2	724	144,869	2	560.17	27,415	Routed Pond	
Pond design.gpw					Return Period: 100 Year			Monday, 04 / 4 / 2022		

Hydrograph Report

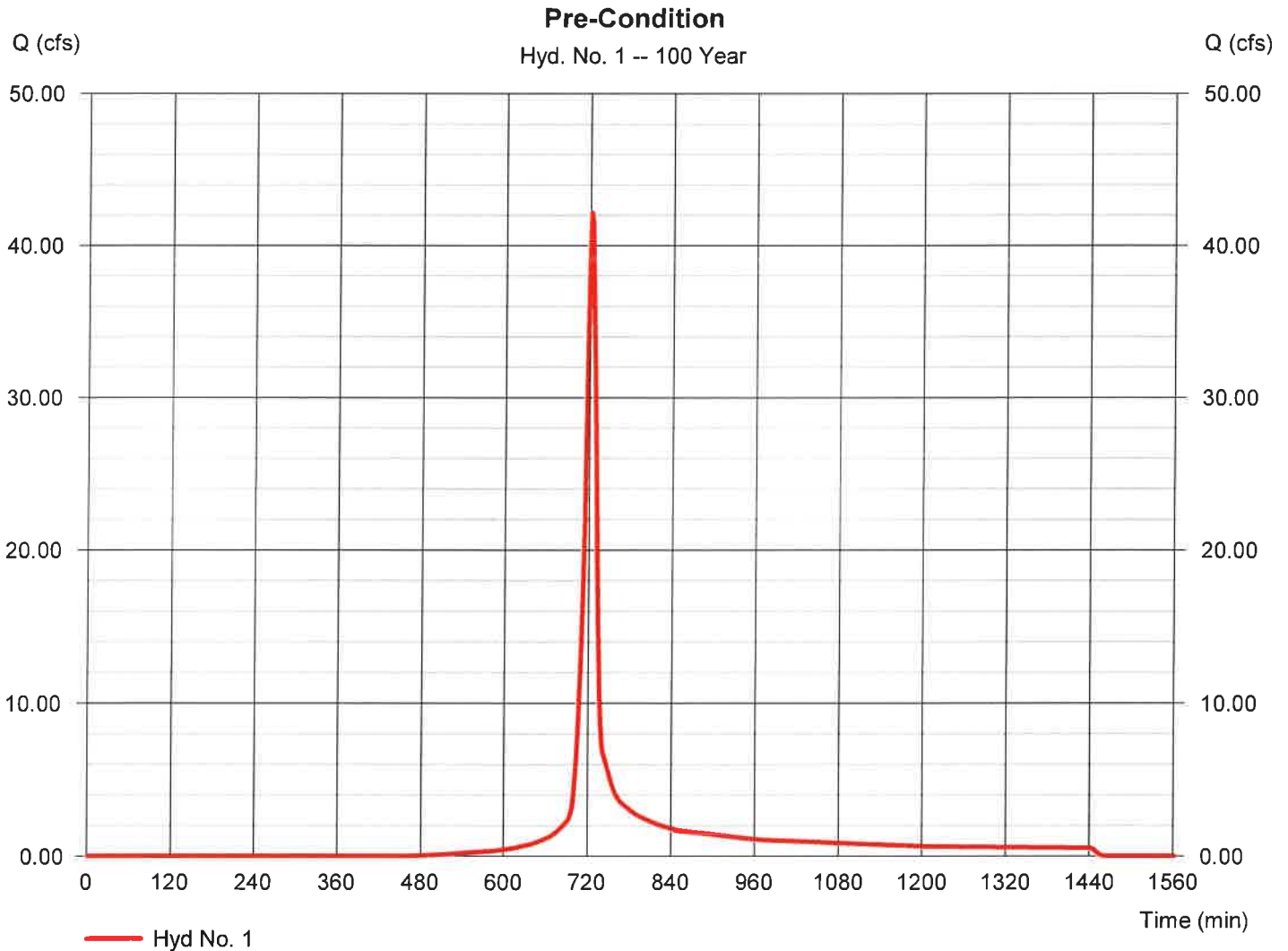
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 42.18 cfs
Storm frequency	= 100 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 109,367 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 7.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

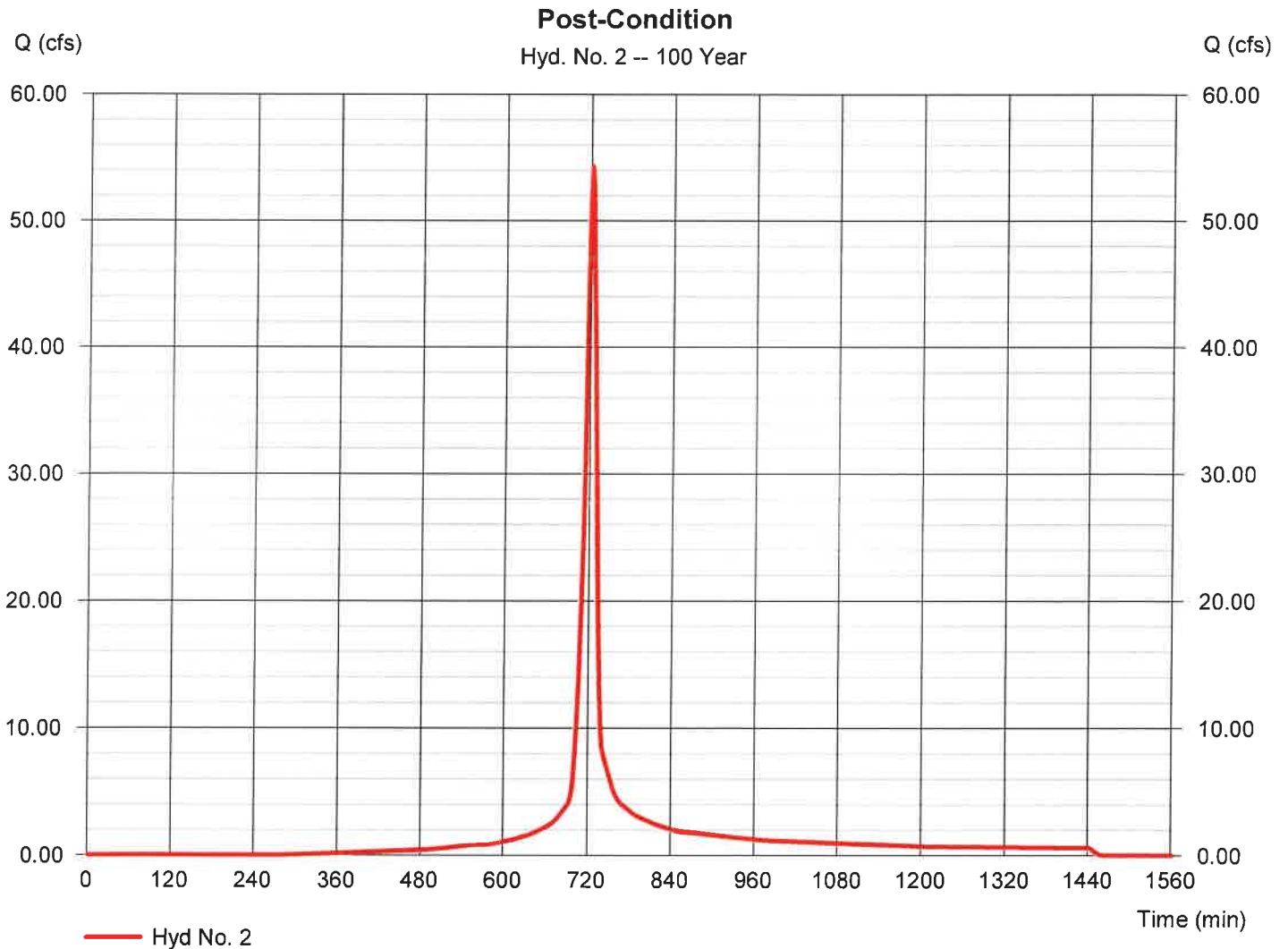
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 54.33 cfs
Storm frequency	= 100 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 144,901 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 7.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

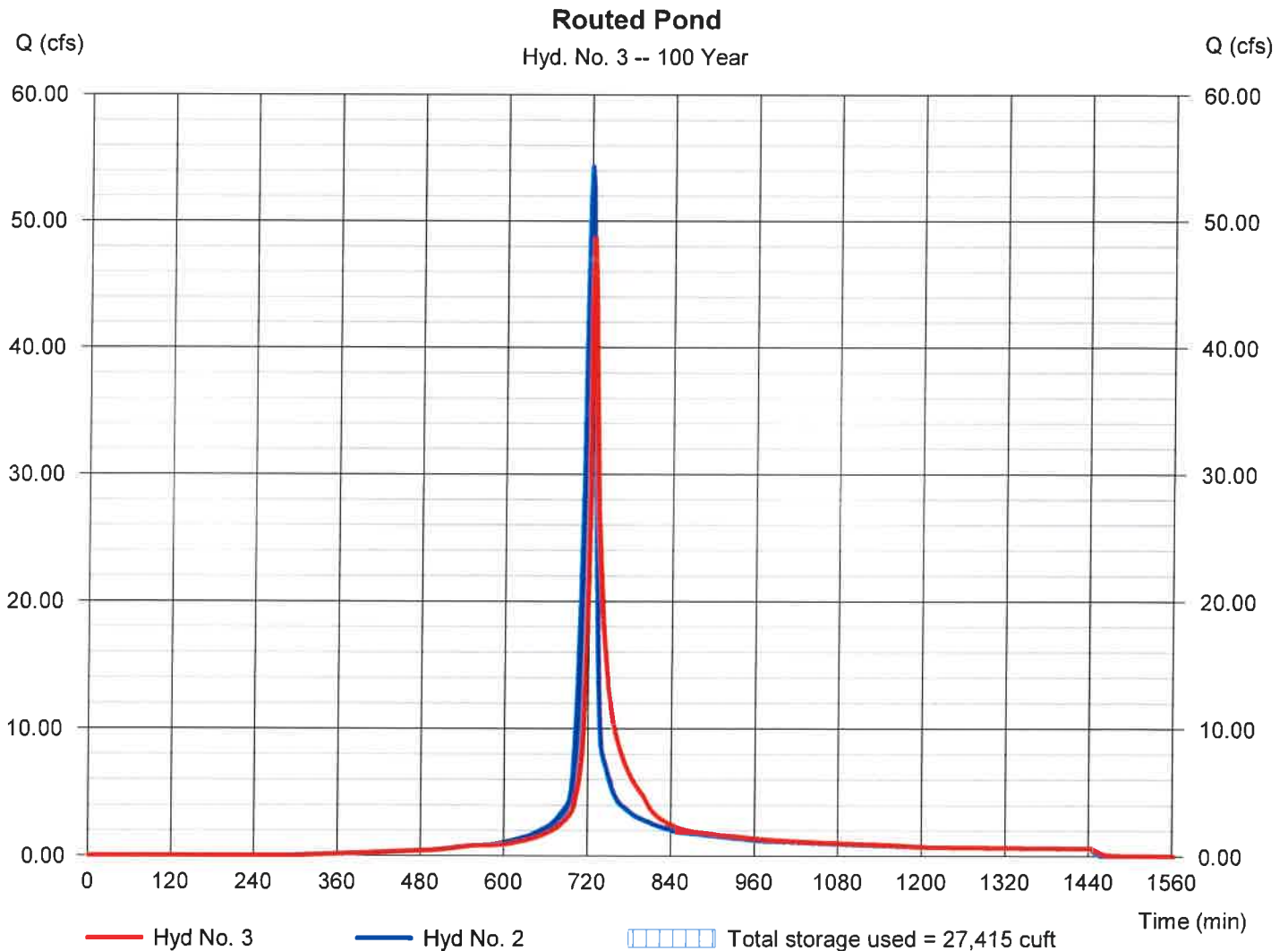
Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 48.65 cfs
Storm frequency	= 100 yrs	Time to peak	= 724 min
Time interval	= 2 min	Hyd. volume	= 144,869 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 560.17 ft
Reservoir name	= Pond 1	Max. Storage	= 27,415 cuft

Storage Indication method used.



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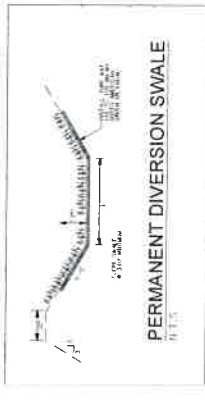
CONCRETE WASHDOWN NOTE:
CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASHDOWN, WITH
AND EQUIPMENT TIE-IN. CONTRACTOR TO COORDINATE EXACT
LOCATION DURING THE CONSTRUCTION MEETING.

TOTAL DISTURBED AREA
3.1 AC.

N.O.C. Certification
I, the undersigned, being duly licensed and qualified as a Professional Engineer, hereby certify that the plans hereon shown are in accordance with the laws and regulations of the State of Tennessee, and that I am a duly licensed and qualified Professional Engineer in the State of Tennessee.

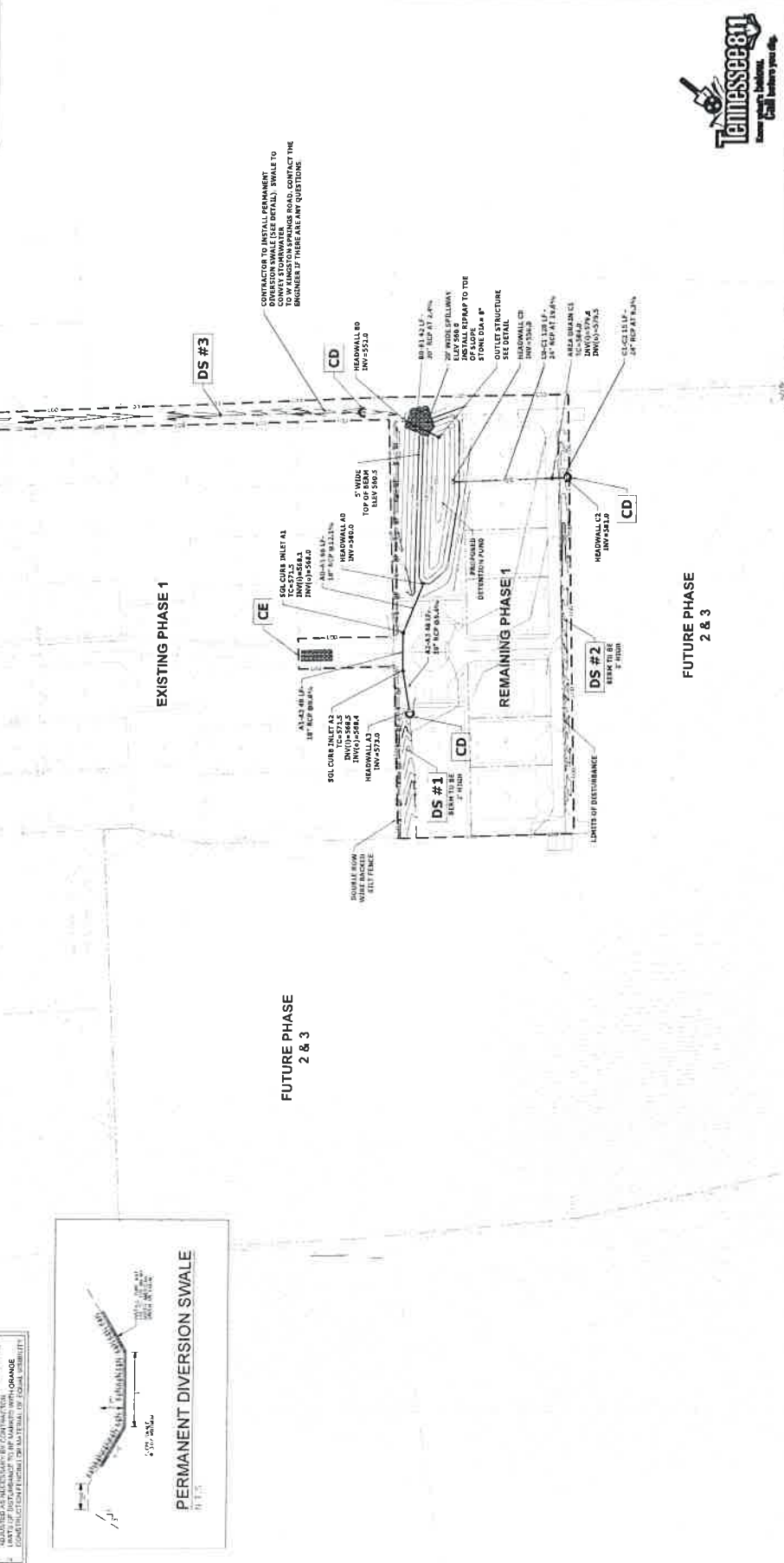
Erosion Control Specialist Note
I, BRUCE LOUGHE, D.E., Certified Erosion Control Specialist, have reviewed the plans for sufficient detail to ensure appropriate erosion and sediment control provisions are shown and approved for construction.

CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASHDOWN, WITH AND EQUIPMENT TIE-IN. CONTRACTOR TO COORDINATE EXACT LOCATION DURING THE CONSTRUCTION MEETING.



SWPPP LEGEND

CD	CHECK DAM
CE	CONSTRUCTION ENTRANCE
DS	DRAINAGE SWALE
ST	STORMWATER TRAP
SF	SILT FENCE
WB	WIRE BARRIERS SILT FENCE



CONTRACTOR TO INSTALL PERMANENT DIVERSION SWALE (SEE DETAIL). SWALE TO DIVERT STORMWATER TO ROAD. CONTRACT THE ENGINEER IF THERE ARE ANY QUESTIONS.

CONTRACTOR TO INSTALL PERMANENT DIVERSION SWALE (SEE DETAIL). SWALE TO DIVERT STORMWATER TO ROAD. CONTRACT THE ENGINEER IF THERE ARE ANY QUESTIONS.

CONTRACTOR TO INSTALL PERMANENT DIVERSION SWALE (SEE DETAIL). SWALE TO DIVERT STORMWATER TO ROAD. CONTRACT THE ENGINEER IF THERE ARE ANY QUESTIONS.

NOTES:
1. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES ACQUIRED FOR CONSTRUCTION OF LOT 2 AND 3.
2. INSTALL APPROPRIATE FENCES IN THE SILT FENCE

MAP 96-B, PARCEL 003.00

PROJECT BACKGROUND:
THIS DEVELOPMENT IS PART OF THE MAP 96-B, PARCEL 003.00. THE DEVELOPMENT IS A 100-UNIT APARTMENT COMPLEX. THE PROJECT IS SCHEDULED TO BEGIN CONSTRUCTION IN THE FALL OF 2010.

ELEVATION: 517.09

SCALE: 1"=40'

John Lawless

From: Carolyn Clark
Sent: Friday, July 15, 2022 10:13 AM
To: John Lawless
Subject: Police Data Collection - Agenda documents
Attachments: KS SAMPLE SPREADSHEET -TRAFFIC CITATION DATA.xlsx; JAN-SEP-24-2017-TRAFFIC - ABRIDGED cmc- EXAMPLE.xlsx

Dear John,

Last month, I asked whether Chief Ivey would compile a list as to speeding tickets written on particular roads within a given time frame, so the community as well as the Commission could have an idea where the problem areas lie. It was advised that the "government data base" for case disposition did not reflect this info and Chief Ivey advised that the PD did not track such information. I know we are given a report each month with a numerical/statistical activity log --- it seems like the details underlying each activity would be of equal importance and in 2022 should be trackable in an internal database. My background required that I track legal case information for every matter I was actively working on and responsible for- date opened, facility name and state, claimant name, protected class, date charge filed, date response due, date response file, EEOC contact, current disposition, etc. I had to able to produce a spreadsheet searchable by any of these parameters.

I'm attaching what could be a simple solution in the form of an excel spreadsheet (This is specifically for traffic citations, but crashes could be added as well as traffic stops so we would know what area is being concentrated on, calls for service, type of service, etc.

The attached spreadsheet was culled off of the Police Data Initiative website - www.policedatainitiative.org- and modified accordingly. I modified a spreadsheet out of KY as an example and then a produced a clean sample for KY. They have pages for Incident, Location, Offense, Person, Vehicle. (Two examples attached)



Home - Police Data Initiative

The Police Data Initiative promotes the use of open data to encourage joint problem solving, innovation, enhanced understanding, and accountability between communities and the law enforcement agencies that serve them. This site provides a consolidated and interactive listing of open and soon-to-be-opened data sets that more than 120 local law enforcement agencies have identified as...

www.policedatainitiative.org

The data entry would not be cumbersome - end of shift or supervisor responsibility.

Thanks much.

Sincerely,

Carolyn M. Clark
City Commissioner Town of Kingston Springs, TN



(615) 952-9560 (land-line)

cclark@kingstonsprings-tn.gov

"There's no greater challenge and there is no greater honor than to be in public service." - Condoleezza Rice

KINGSTON SPRINGS EXAMPLE

RESOLUTION NO. 22-015**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE ADOPTING A VISION STATEMENT AND MISSION STATEMENT FOR THE TOWN**

WHEREAS, the Town of Kingston Springs should establish and maintain statements of purpose and vision for the Town; and

WHEREAS, the Town of Kingston Springs Mission and Vision Statements will help to accurately portray the purpose, goals, and vision of the town of Kingston Springs to the community; and

WHEREAS, the Mission Statement and Vision Statement of the Town of Kingston Springs are subject to the approval of the Kingston Springs Board of Commissioners; and

WHEREAS, the Mission Statement and Vision Statement of the Town of Kingston Springs are recommended as proposed in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Kingston Springs, Tennessee that:

The Kingston springs Board of Commissioners hereby adopts the Mission Statement and Vision Statement attached here to describe the purpose, goals, and vision of the Town of Kingston Springs

Approved and adopted this the 15th day of September, 2022.

Attest:

Mayor Francis A. Gross III.

City Recorder Jamie Dupre'

EXHIBIT A

Town of Kingston Springs, Tennessee, Mission Statement

To maintain a safe, family friendly, small-town atmosphere through effective and forward-thinking local leadership, and fiscal responsibility.

Town of Kingston Springs, Tennessee, Vision Statement

Kingston Springs seeks sustainable growth that enhances the community's quality of life as a whole, while protecting our greenspace and natural resources and preserving our small-town feel. We strive to provide convenient, safe, and walkable access to our many parks, the scenic Harpeth River, our historical downtown, and to our vibrant business surroundings. We are a small town of unique character and a community with an indelible spirit of optimism and volunteerism. We are part of a historical tapestry beginning as rail workers, loggers, farmers, and more recently, nature enthusiasts, entrepreneurs, artists, musicians, and professionals from all walks of life – blue collar, white collar, and no collar – all people seeking a quiet and beautiful place to call home. We celebrate our role as the Heart of the Harpeth socially, economically, environmentally, and geographically. We are passionate about fostering an inclusive, healthy and culturally vibrant population thru an unsurpassed quality of life and a town government that epitomizes public service and encourages public participation.

12. E/F



CAROLYN M. CLARK, COMMISSIONER
cclark@kingstonsprings-tn.gov
(615) 952-9560

5 September 2022

John Lawless
Kingston Spring City Manager
396 Spring St.
Kingston Springs, TN 37082

1. EKSR/Harpeth View Trail Traffic Signal – Late Night Flashing
2. Downtown Parking

Dear John:

I would like to place the items listed above on the September Agenda for consideration. These issues/concerns were raised by our community members who stopped by to talk with me at the Farmer’s Market this summer.

12.E.

1. EKSR/Harpeth View Trail Traffic Signal – Late Night Flashing.

Mr. Roger Fenner requested consideration be given to the traffic signal at EKSR and Harpeth View Trail being programmed to flash orange during evening hours (e.g., 8p- 6a, 9p-6a). Mr. Fenner travels EKSR after hours and is forced to stop for a red light when no other cars are there. (Cars taking a free right from HVT onto EKSR can trigger the light). When I spoke with Mr. Fenner at the Farmer’s Market, I shared that it was my understanding from prior dealings with TDOT regarding SR249, that the town retains jurisdiction over the regulatory warning signs and traffic signals. I contacted Mr. Stanley Sumner who works at the TDOT Region 3 Traffic Operations office he confirmed this fact.

Many larger towns with considerably busier thoroughfares with higher traffic volume employ late night flashing operations, including Bellevue. The traffic signals on Highway 100 between the I-40 exit and going past Twice Daily, The Home Depot, Bed Bath and Beyond, Sprouts, One Bellevue Place, Publix, and Staples are all programmed for late night flashing operations. Even the section of Hillsboro Road that runs between Grassland and Mack Hatcher has late night flashing orange traffic lights.

It is not anticipated that this would pose a safety concern. Of note, my research into the safety issue resulted in my requesting and receiving the TITAN reports for EKSR from 2017 – April 2022. It is interesting to note that of the 26 incidents which occurred on EKSR, only two occurred near HVT (One was 800 feet east of the intersection and the other involved a utility pole).¹

12.F.

2. Downtown Parking – Cinda Dehner shared that when coming to Sky King to pick up a pizza to go, there is on occasion, no parking to be found out front. She also recounts seeing motorcycles each taking one parallel space each. This seems to be more of an issue during afternoon and evenings and on Saturdays. She requested that consideration be given to changing the street parking on N. Main Street to angle parking as opposed to the current parallel parking configuration. Since that time, other community members have said they would welcome such a change as well.

¹ As an FYI, 5 crashes on EKSR occurred near Garden Lane, 5 near Harpeth Meadow Dr., 3 near Woodlands Ct., 3 near WKSR, 2 at Hwy 70, 2 at Luyben Hills, 1 near Woodlands Dr., and 3 undesignated as involving culverts or hitting a tree.

John Lawless
5 September 2022
Page 2

Research reflects that sixty degrees (60°) is the most common stall angle because it permits reasonable traffic lane widths and is easy to enter and back out of. In tight places, the forty-five degree (45°) stall is sometimes preferred. The ninety-degree (90°) angle achieves the highest car capacity. I haven't been able to locate any applicable town ordinances addressing this issue in particular.

Research reflects that there are currently 5 parallel parking spaces (22 feet in length is a norm – the current spaces are 20 feet). The handicap space is currently 30 feet. Retaining the handicap parking space, the area at issue was measured at a total of 102 feet. If parking were reconfigured to 60° spaces, it is estimated that perhaps 8-9 or more spaces may likely fit into this same section (9 feet in width). City Engineer input would be necessary. Cars would still have to pull in from the west side of the street. If the spaces were reconfigured to 90° straight parking, cars would be able to access the spaces from either direction. See attached diagrams. City Engineer input would be necessary.

It is interesting to note that the following Saturday after speaking with Ms. Dehner, I saw that a number of drivers had self-parked at an angle in this area. See attached photo. Cars have also been seen self-parking at 90° as well.

I've been told that the current parallel parking was borne out of city staff preference and was not a matter of community input. I was also told that the building owner argued against the current parallel parking configuration but city staff at the time raised concerns about larger vehicles sticking out. Angled spaces could easily be designated for *Cars Only* to avoid large pick-up trucks protruding into the roadway if that is indeed an issue.

Increased parking will increase community and visitor convenience and allow increased business accessibility.

Thank you.

Sincerely,



Carolyn M. Clark

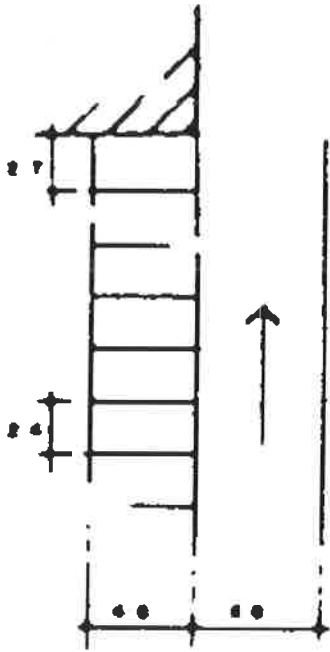


DIAGRAM 1
90° ANGLED
PARKING

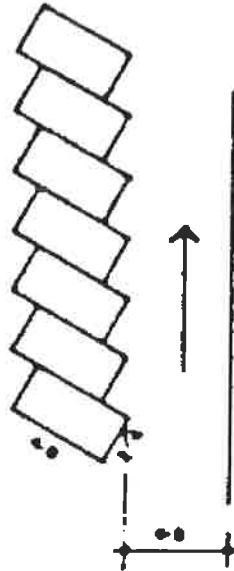


DIAGRAM 2
60° ANGLED
PARKING

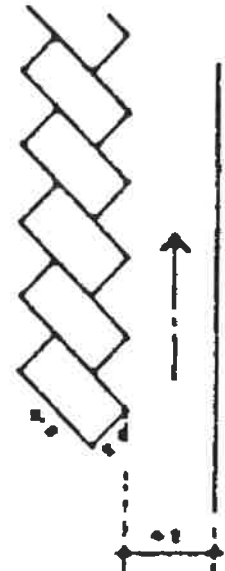


DIAGRAM 3
45° ANGLED
PARKING

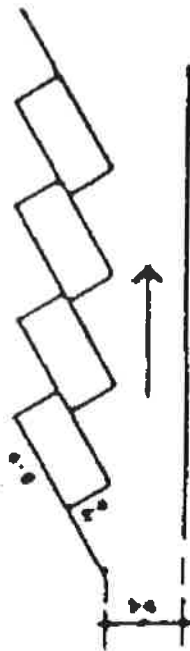


DIAGRAM 4
30° ANGLED
PARKING

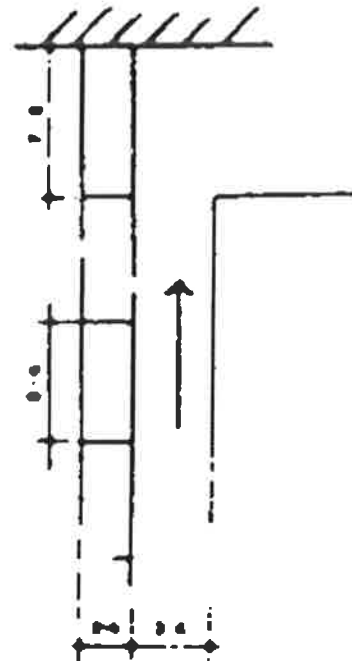


DIAGRAM 5
PARALLEL
PARKING





CAROLYN M. CLARK, COMMISSIONER
cclark@kingstonsprings-tn.gov
(615) 952-9560

6 September 2022

John Lawless
Kingston Spring City Manager
396 Spring St.
Kingston Springs, TN 37082

Re: **Kingston Springs Flood Preparedness**

Dear John:

I would like to place the items listed above on the September Agenda for discussion. This issue/concern was raised by some of our community members who stopped by to talk with me at the Farmer’s Market this summer as well as last. I am not aware of any substantive flood remediation plans that the Town has developed and thought this issue was ripe for discussion and strategic preparedness planning, not only amongst ourselves, but in partnership with Cheatham County officials, the Army Corp of Engineers and State officials. A.O. Smith in Ashland City recently completed such a plan.

Troubled Waters. I am attaching a link to a recent Channel 4 special documentary entitled “Troubled Waters” which I watched a few weeks ago and caused me to further believe that the time is ripe to be proactive in this regard. It runs 25 minutes - <https://www.wsmv.com/page/troubled-waters-heightened-risk-a-news4-documentary/> and believe it is well worth the Commission’s time to view together as a governing body.

Army Corp of Engineers. When researching the 2010 flood last year, I located the 2012 Army Corp of Engineers Technical Appendices for the Harpeth River Watershed which addressed the primary flood damages. While the technical aspects and charts contained in this report are outside of my subject matter understanding, the text of the Flood Risk Management Analysis was not, although the conclusions bear further explanation. Pertinent portions are excerpted as follows:

- Flooding of homes during the May 2010 flood along **Cunningham Court** on the left bank of the Harpeth River in Kingston Springs, Tennessee (vicinity Harpeth River Mile (HRM) 36.2). Based on GIS reconnaissance it appears that 19 homes may have been affected by flooding during this event. Additionally, the sewage treatment plant may have been isolated by floodwaters, if not directly impacted. However, none of these structures are affected by any event less than the May 2010 flood, which exceeded the 0.2% annual chance exceedence event in this area. Staff of the Town of Kingston Springs reported that flood waters from the May 2010 event inundated the lagoon at the treatment plant and damaged a number of sanitary sewer pump stations.

- In this area the depths of flooding during the May 2010 event were up to approximately four feet. *Two options are apparently available in this location. The first may be to raise the homes in place due to the relatively low depth of flooding. However, this method may not be appropriate if the homes are slab-on-grade. Further investigation of this method may be necessary. A second option may be to construct 4,000 linear feet of levee that ties to high ground on each side of the neighborhood. This length would also enclose the treatment plant and preserve access to the plant during a recurrence of the May 2010 event or other flood that would prevent access. The height of the levee would be 22 feet plus any necessary freeboard to protect up to the May 2010 event, and would require a pump station for interior drainage.*

- Flooding of homes during the May 2010 flood along **East Kingston Springs Road, Maple Court, Acorn Court, Hickory Drive and Harpeth View Trail** on the left bank of the Harpeth River in Kingston Springs, Tennessee. This area is affected by riverine flooding and lies partially along a natural cutoff channel that operates during the 4% annual chance exceedence and larger events. The upstream end of the cutoff is near HRM 42.5, and the outlet is near HRM 37.9. Based on GIS reconnaissance it appears that 35 homes may have been affected by flooding during this event and two homes were completely destroyed. Fewer than 10 of the homes appear to be affected by events smaller than the May 2010 flood. In this area the depths of flooding during a recurrence of the May 2010 event range from 2 feet to 11 feet. There is one home that may be in the revised floodway. All homes except 2 are above the 100-year flood. 500-year flood depths range up to 6 feet. In these structures, depths may be too great to raise (again dependent upon construction type) or for floodproofing, and therefore, the only potential mitigation may be buy-out and evacuation.

- **Kingston Springs Elementary School** in the vicinity of HRM 37.6 was flooded during the May 2010 flood. The updated, but not yet adopted, hydraulic model shows that the school may be in the 500-year floodplain but appears to be above the 100-year floodplain and, with the exception of the lower driveway, above the 200-year floodplain. The school is affected by backwater flooding from the Harpeth River. There is a small stream that drains the area around the school that has not been evaluated for flooding potential due to the small tributary area. *A local protection project such as a levee might be appropriate to protect the school from the 500-year storm or a repeat of the May 2010 flood.* The 500- year level of protection would require a levee/floodwall that was approximately 12 feet tall at its highest, tapering to natural ground, approximately 650 feet long, a low-level outlet with closure structure, and closure structures on the driveways unless the driveways could be relocated. Protecting to the May 2010 level would require the same features but the levee/floodwall would be approximately 20 feet at its highest and be approximately 1000 feet long.

Attached is a chart that depicts the measures that were suggested for consideration for these three affected areas.

It should be noted that this report/assessment is 10 years old. As one expert stated in the *Troubled Waters* documentary – “We can’t rely on historic flood data any longer.” Given the increased frequency of intense rainfall within shorter durations of time and the occurrence of flooding due to climate change, this seems to be an understatement.

Flood Ready TN. After viewing *Troubled Waters*, I joined Flood Ready TN which is a coalition of local leaders seeking ways to tackle local flood issues, especially in rural communities. It may behoove our Town to join forces. See attached information.¹

Thank you.

Sincerely,



Carolyn M. Clark

¹ A bill was introduced this year to create a Tennessee Flood Resilience and Community Preparedness Task Force. The Task Force would be charged with identifying flood risks, prioritizing eligible projects for flood mitigation, coordinating between existing state agencies to identify funding opportunities and efficiencies, and developing policy reforms to protect assets and lives in Tennessee. Kerry Roberts was a sponsor – I believe it died in committee.

Appendix D
Hydrology & Hydraulics

Table 1 - Harpeth River Damage Centers from May 2010 Flood Event, the mouth of the river through Bellevue, Tennessee. A map of these locations is found in Figure 1
Map and Model Reconnaissance, From the Mouth through Bellevue, Tennessee

Stream	Vicinity FWM	May Event Total Structures Impacted	Measures Considered	Description	Map Index Figure 1
Harpeth	36.2	19	Raise Homes In Place, Levee	19 homes on Cunningham Court were inundated by depths up to approximately 4 feet. May 2010 floodwaters also inundated a wastewater treatment plant lagoon in this area. Raising homes in place or a 4,000 foot floodwall are considered viable options here for addressing the floodwaters. These structures do not appear to be affected by flood events with a frequency of less than 0.2%.	1
Harpeth	37.8	Kingston Springs Elementary School & 3 Residences	Levee	Kingston Springs Elementary School was inundated during the May 2010 event. Updated flood frequency profiles indicate that the school may fall within the 500 year floodplain.	2
Harpeth	37.9 to 42.5	35	Evacuation	35 homes along E. Kingston Springs Rd, Maple Ct., Acorn Ct., Hickory Dr., and Harpeth View Trail appear to have been inundated in the May 2010 event. At least two homes in this area were completely destroyed. May 2010 inundation in this area ranged from 2 to 11 feet. Two of these 35 structures are below the 100 year floodplain.	3
Harpeth	45.7	27	Nonstructural, Levee	27 homes along Riverview Dr., Elkmont Pl., Bluff View Dr., Riverview Ct., and Elkmoores Dr. were affected by the May 2010 flood. These homes may be affected by flood events as frequent as the 100 year event. May 2010 flooding ranged up to 4.5 feet with more frequent events ranging from 1 to 3'	4
Harpeth	47.8	25	Nonstructural, Evacuation, Levee	25 homes along Zapala Dr. may have been affected by the May 2010 flood event. Some of these homes may also be affected by flood events as frequent as the 100 year event.	5
Harpeth	50.2	85	Nonstructural, Evacuation	85 homes along Boone Trace, Carolee Ct., Settlers Ct., and Beautiful Valley Dr. appear to have been affected by the May 2010 flood event. Many of these homes appear to be affected by less frequent events than the May 2010 event. Inundation depths in these affected homes ranged from 3 feet to 8 feet in these homes in May 2010.	6
Harpeth	50.8 to 51.7	Total Count Unknown	Levee, Nonstructural, Evacuation	The lack of aerial imagery precluded an accurate structure count of this area along Bending River Dr., Harpeth Run Dr., Riverview Bend Dr., and Faveroni Dr. However, it is known that there are structures in this area that experienced inundation depths ranging up to 11 feet in May of 2010.	7
Harpeth	54.1	Total Count Unknown	Levee, Nonstructural, Evacuation	The lack of aerial imagery precluded an accurate structure count of this area along Coley Davis Road, but there are apartment buildings or townhomes that appear to have been inundated up to 5 feet in May of 2010.	8
Harpeth	56.1 to 58.8	93	Nonstructural	93 homes along Claylie Ct., Orsbow Way, Vauxhall Dr., Claylie Ct., and Sunderland Cr. May have been affected by the May 2010 flood event. Inundation depths in these homes ranged up to 8 feet, and are estimated at 3 feet at the 200 year flood event.	9
Harpeth	57	48	Nonstructural	16 homes along Summerview Ct. and Sommers Farm appear to have been affected by the May 2010 flood event. Inundation depths during the May 2010 event were in the neighborhood of two feet, with very shallow flooding at more frequent events.	10
Harpeth	58.3 to 68.3	198	Levee	186 townhome structures along General George Patton Rd., Sawyer Brown Rd., and connecting streets appear to have been inundated in the May 2010 flood event. Inundation depths from the 200 year event to the May 2010 event range from 1 to 4 feet in this area.	11
Harpeth	59.3	80	Nonstructural	80 homes along Labiano Ct., Morrissey Ct., Harpeth Mill Ct., Harpeth Lake Ct., Morton Mill Ct., Morton Mill Rd., Northridge Dr., and South Glenleigh Ct. appear to have been inundated in the May 2010 flood event. Several of these homes may be subject to flood in as frequent as the 100 year event.	12
Harpeth	61	150	Levee	136 homes along Beech Bend Dr., Harpeth Bend Dr., and Footpath Terrace appear to have been affected by the May 2010 flood event. Several of these homes may also be affected by floods as frequent as the 100 year event.	13
Harpeth	82.1	SR 160 Bridge	Bridge & Approach Modifications	The western approach of SR 160 appears to overlap at approximately the 50 year event. It is also noted later in the report, but there appears to be scour behind the pier on the right bank. While it does not appear to threaten the pier, it may threaten the foundation of the adjacent structural bent.	14

Flood Ready TN coalition unites local officials in flood prevention efforts



By **KATE COIL**

TML Communications Specialist

Following deadly floods earlier this year, a new coalition of local leaders has formed to help address flooding issues and protect communities across the state of Tennessee.

Logan Matthews, spokesperson for the Flood Ready Tennessee Coalition, said flooding has long been a concern for many communities throughout Tennessee, but deadly flooding in Waverly earlier this year served as the coalition's call to action. The flood caused millions of dollars' worth of damage and 20 fatalities, making it the deadliest single-incident in the city's history.

"Flood Ready Tennessee launched in the aftermath of the devastating Waverly flooding, with 20 city and county mayors concerned about the flooding issues in their communities joining together to work with state officials to find solutions to frequent flooding," Matthews said. "Flooding problems are not limited to historic events like we

saw in Waverly, though. Flooding is a widespread problem in Tennessee impacting the state on average once every three days.”

Flooding is posing an increasing risk to communities across the state of Tennessee, costing both human lives and millions of dollars in damage and economic losses.

“Since 2000, the state has experienced almost 3,000 flooding events. Just this year, 29 people have died from flooding – that is tied for the most deaths of any state in the country,” Matthews said. “While the loss of life is the most jarring impact of flooding, the state on average suffers \$243 million in damages from flooding each year according to report by the Tennessee Advisory Commission on Intergovernmental Relations (TACIR). Flooding threatens economic development because businesses will not invest assets in areas prone to flooding. In some communities, there is no undeveloped land available for economic development that is not in the flood plain. Further, frequent flooding poses significant public health concerns by affecting water quality, catalyzing mold and mildew growth in structures, and disrupting the movement of first responders.”

Dyersburg Mayor John Holden is no stranger to the damage flooding can cause to a city. In 2010, Dyersburg was struck by its worst flood in history, part of severe flooding incidents that plagued the state in May 2020.

“On May 4, 2010, we reached 9.21 feet above the flood stage on the Forked Deer River, which is about two blocks from city hall and where it comes through our city,” Mayor Holden said. “We didn’t get a lot of rain in Dyersburg, but all the rain in Nashville and the bad floods there impacted us as it traveled down the rivers and creeks. I got a phone call early that morning from our emergency operations and communications department telling me it was going to get bad. I remember thinking ‘It’s not even really raining.’ What we went through the next couple of days was pretty incredible.”

More than 450 structures were damaged during the flooding with numerous Dyersburg citizens having to be rescued by emergency personnel, largely in the southern part of the city.

“We had some help from federal aid through small business loans and help mitigate the losses, but we also lost a lot of population in that area,” Mayor Holden said. “A lot of people moved away. It adversely impacted our whole community. There was a lot of clean-up to do.”



Since 2010, two more floods have occurred in the city meaning that three of the four worst flooding incidents in Dyersburg's history have occurred only in the past decade. Beyond the immediate damage seen and felt after a flood, Mayor Holden said there are other consequences of flooding many may not realize, such as its impact on agriculture and infrastructure.

"We are surrounded by flat land and have a lot of rivers that flow in our area," he said. "We have highly erodible soil, a lot of agricultural land, and stream bank loss. We want to bring attention to that and come up with ways we can address some of those issues. We have sewer lines that run through some of these streams. As flooding occurs, the soil around those erodes and exposes the sewer lines. You then wind up with sewer breakages and those issues."

By mitigating flood risk, municipalities, the state, and citizens stand to save millions.

"There are 395,208 properties in Tennessee that have greater than a one in four chance of flooding at some point in the next 30 years according to the First Street Foundation," Matthews said. "These are homes, businesses, schools, fire stations, churches, and more that are at risk every time it rains. TACIR has estimated that investments in resilience would yield up to a 12 to one return in avoided losses, which is double the estimated national average of a six to one return by the National Institute of Building Sciences. This means investments made in flood preparedness and mitigation projects in our state will go twice as far. Making investments on the front end saves taxpayers millions in avoided losses. Increasing flood resilience is a fiscally responsible, common-

sense step for Tennessee to take to protect Tennesseans and eliminate wasteful and repetitive recovery spending.”

The goal of Flood Ready TN is to not wait for floods to strike before taking action that can protect Tennesseans.

“We can’t stop the rain from falling or floods from occurring, but we are blessed to have modern flood mitigation tools and technologies at our disposal,” Matthews said. “Flood Ready Tennessee is advocating for more mitigation efforts on the front end, making our communities more resilient.”

Mayor Holden has joined the coalition not only to help mitigate flooding risks in his own city but to also help other communities from experiencing what Dyersburg has.

“We want to bring awareness to the issues that can occur and what flooding can do to communities,” Mayor Holden said. “This is a regional issue. We were affected by a rain event in Nashville 180 miles away. This is all about quality of life and economic development. We want this coalition to draw attention to this issue, to work with the state on projects, and find innovative ways to address these issues. You need the people upstream to get involved so what happens upstream doesn’t hurt the folks downstream. This allows everyone to know what is going on so we can work collaboratively.”

With numerous municipal leaders already members of the coalition, one of the goals of Flood Ready TN is for local leaders to be part of the solutions to the problems of flooding statewide.

“Flood Ready Tennessee would like state leaders to find ways to support communities in identifying, planning, and executing flood resilience and mitigation projects,” Matthews said. “This can be accomplished by engaging in coordinated, interagency resilience planning that spots the most vulnerable parts of the state to flooding and prioritizes regional projects across municipal boundaries. Financial constraints often preclude communities from exploring resilience projects. The state needs to establish a new fund that provides grants and low interest loans to communities specifically for flood control and resilience projects or to assist communities in matching their portion of federal grants. Technical assistance is another obstacle facing communities. The state must assist by providing dedicated experts to aid communities in grant applications, project planning and execution, and financing options.”

One of the goals of Flood Ready TN is to bring in stakeholders like community leaders, the agriculture industry, the Tennessee Department of Environment and Conservation and others to meet flooding issues head on.



"Flood Ready Tennessee is excited to work with TDEC, TEMA, and other agencies to amplify the great work they are already doing and to find the best ways to increase our preparedness when it comes to the flooding we know is going to happen," Matthews said. "TEMA has worked with others to develop LiDAR mapping of the entire state. Communities can access this data to enhance their floodplain maps to better understand their risk. TDEC has piloted resilience projects alongside their drinking water and clean water revolving loan fund projects. In Dyersburg, this initiative has worked to make the sewer system more resilient to flooding by stabilizing creek banks. The state has also dedicated \$1.3 billion in American Rescue Plan dollars to incentivize water infrastructure projects."

More than 30 local governments have already joined the coalition including the municipalities of Atoka, Bolivar, Decherd, Dunlap, Dyersburg, Fairview, Franklin, Graysville, Greeneville, Harriman, Livingston, Loudon, Milledgeville, Monterey, Mt. Juliet, Oakland, Obion, Red Bank, Spring City, Sunbright, Tullahoma, and Wooland Mills.

Local leaders who want to get involved in the coalition can visit <https://floodreadytn.com/>.

PROPERTY DISPOSAL

(ONCE COMPLETED PLEASE GIVE TO THE CITY RECORDER)

DATE OF REQUEST 9/9/22

DEPARTMENT COURT CLERK OFFICE

ITEM CORNER DESK

HOW DISPOSED DISCARD

DISPOSAL DATE _____

SIGNATURE 

PROPERTY DISPOSAL

(ONCE COMPLETED PLEASE GIVE TO THE CITY RECORDER)

DATE OF REQUEST 9/6/22

DEPARTMENT Parks

ITEM Round Table Off

HOW DISPOSED Trash

DISPOSAL DATE _____

SIGNATURE 



Department Reports

Kingston Springs, Tennessee

September
2022



Case Detail Report

01/01/2022 - 08/31/2022

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200172	8/24/2022	525 Cunningham Ct.	HARVILL MARVIN ETUX	Town Staff	Construction without a permit	Open - Yellow Card
200171	8/24/2022	178 Walnut Dr	DELANCEY WILLIAM ETUX		Construction without a permit	Open - Yellow Card
200170	8/9/2022		SHRUM TIMOTHY W			Open - Yellow Card
200169	6/9/2022	244 Redwood Circle	THOMPSON SONIA F	Town Staff	Inoperable/unlicensed Motor vehicle, trash and debris, overgrown vegetation	Violation Letter Issued
200168	5/23/2022	107B Martin Court	BARRON HENRY RAY	Resident/Other Complainant	Trash and Debris	Open - Yellow Card
200167	4/29/2022	176 Walnut Dr.	ESTATE OF TOMMY DALE DICKERSON - C/O SCOTTY DALE CARTER & SHARON CARTER	Town Staff	Junk Autos, debris and junk throughout the property.	Violation Letter Issued
200166	4/14/2022	116 Lubyen Hills Rd	PATEL SAMIR H	Town Staff	Trash and Debris	Open - Yellow Card
200165	4/11/2022	1018 Ward Lane		Resident/Other Complainant	Grass next to 1016 not mowed	Abated/Closed (Green Card)
200164	4/1/2022	761 Mt. Pleasant	WINDSOR PROPERTIES LLC	Town Staff	Trash and Debris	Abated/Closed (Green Card)

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200163	2/23/2022	350 E. Kingston Springs Rd		Town Staff	Construction W/O a Permit	Open - Yellow Card
200162	3/7/2022	225 Harpeth Hills Dr	BARTELS CRYSSA ETVIR EVAN		Construction of a storage shed without a permit.	Abated/Closed (Green Card)
200161	2/23/2022	451 park st	DEAL DAVID	Resident/Other Complainant	residential property being used for commercial purposes	Violation Letter Issued
200160	2/11/2022	430 Spring St.	DEAL DAVID H	Town Staff	Operating a commercial bussiness from property not zoned for commercial use	Violation Letter Issued
200159	2/10/2022	194 Hillcrest Dr.	LINDER, COLTON TRA	Town Staff	Keeping swine in a residential neighborhood	Court Scheduled
200158	1/28/2022	484 Old Barn Trace	BIEHL ROGER D ETUX DEBRAL	Town Staff	Trash and junk in the yard and portable dumpster	Open - Yellow Card

Total Records: 15

9/9/2022



Monthly Departmental Update

September 2022

PARKS DEPARTMENT MONTHLY REPORT

Projects/Items in the Works:

- Splashpad is closed for the season. Vortex has determined what the problem is and will be repairing it once the season is over. It is something that has to come from the Pentair the pump manufacturer.
- Benches and trashcans have arrived and will soon be placed around the splashpad.
- Dinner on Main tickets are sold out. Preparations are well underway.
- Art in the Park registration is open. It will be on October 1st.
- Rain barrels have been purchased and are ready for installation at the Activity Center.
- The pond is having many issues. The pipe that funnels the water from the creek into the lake is broken somewhere between the damn and the lake. We are working with Bowers Construction to move the large rock that covers the damn. We will dig it up from the damn all the way to the lake and replace it with new piping. We have also been removing the duckweed that has taken over. Aerators have been ordered and will be installed once they are received.

Other Notes:

- Seniors will have bingo on the 1st & 3rd Monday's at 10:00
- September luncheon will be on 9/15/22 at Salt & Pepper Grill in White Bluff.
- Dinner on Main September 18th.
- Art in the Park October 1st
- A Kingston Springs Christmas December 11th.



Monthly Departmental Update

**POLICE/FIRE DEPARTMENT MONTHLY REPORT
September 2022**

Projects/Items Completed this Month:

Fire Department

- Department training continues every Thursday evening.

Police Department

- Nation Night Out will be scheduled for October

Other Notes:

Kingston Springs Police Department
Monthly Report Worksheet

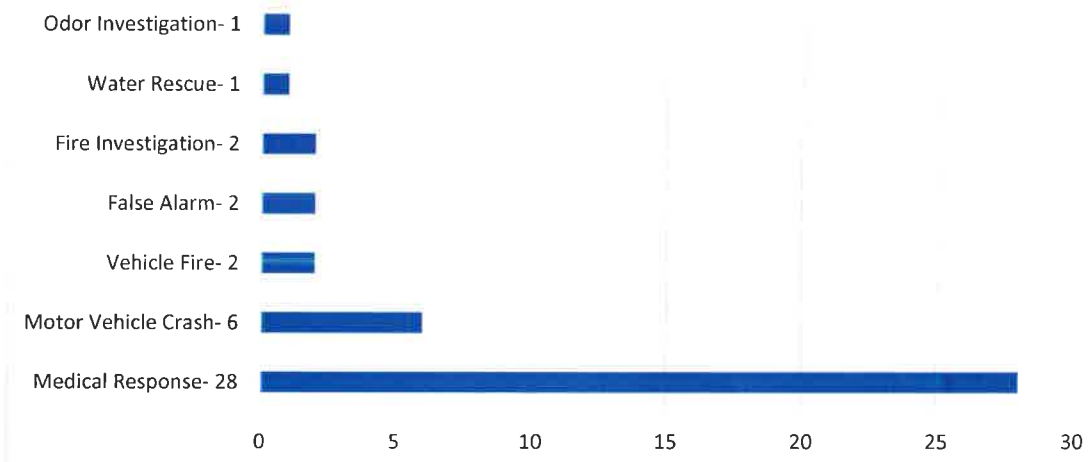
TYPE OF CALL	MONTH'S TOTAL
TRAFFIC CITATIONS ISSUED	17
MISDEMEANOR CITATIONS ISSUED	1
10-14 ESCORT	4
10-15 ARREST	2
10-17 SERVE WARRANT	0
10-27 BURGLARY	0
10-42 ALARM	6
10-43 REQUEST FOR OFFICER / INVESTIGATION	61
10-43 MOTORIST / CITIZEN ASSIST	13
10-44 STOLEN VEHICLE	2
10-45 VEHICLE CRASH (non-injury)	5
10-46 VEHICLE CRASH (with injuries)	1
10-49 DRIVING UNDER THE INFLUENCE	1
10-52 ROBBERY	0
10-58 PUBLIC INTOXICATION	0
10-59 FIGHT/ASSAULT	0
10-62 DECEASED PERSON	1
10-71 SCHOOL ZONE TRAFFIC	7
10-72 FIRE CALL	12
10-72b FIRE CALL (medical)	14
10-80 EXTRA PATROL	38
10-81 TRAFFIC STOP	28
10-82 MUTUAL AID	16
10-86 DOMESTIC ASSAULT	1
10-94 SUICIDE/ATTEMPTED SUICIDE	0

Department Total
 Month: August 2022

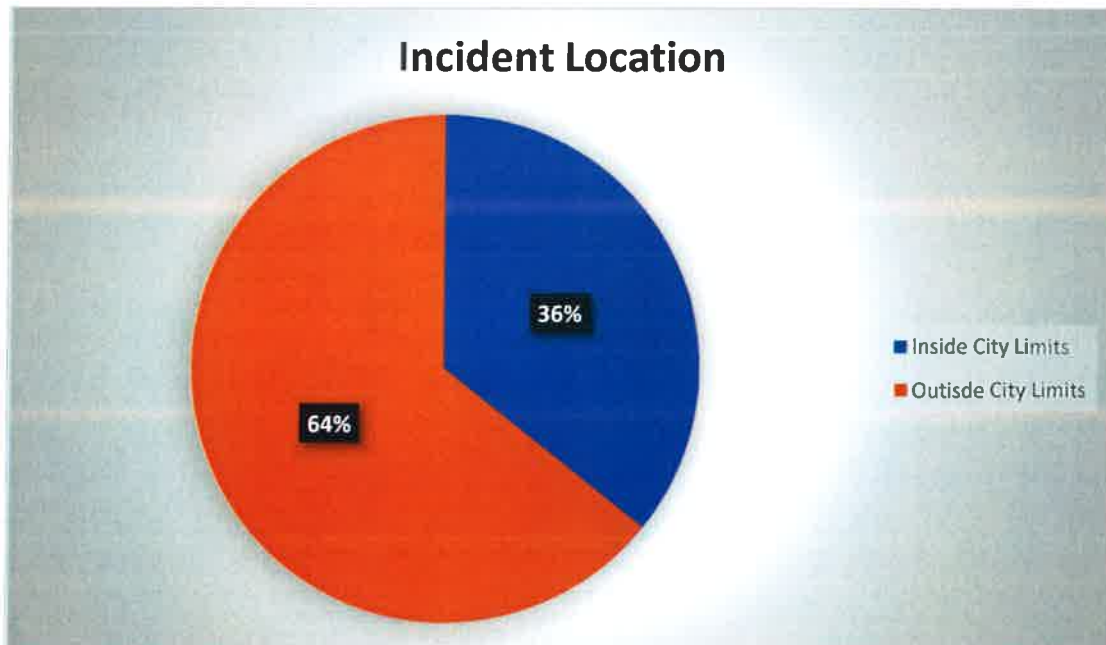
Kingston Springs Volunteer Fire Department Incident Response for August 2022

KSVFD responded to 42 calls in the month of August. Below is a breakdown of the incident type and location.

Incident Type



Incident Location





Monthly Departmental Update

September 2022

PUBLIC WORKS DEPARTMENT MONTHLY REPORT

Projects/Items Completed this Month

- General maintenance on equipment and trucks
- Patching potholes
- Grass cutting
- Cut grass for Farmers Mkt
- Trimmed trees
- Cut roadsides
- Installed three benches around walking track at Burns Park
- Sprayed weeds on the sidewalks
- Set the wood statue
- Hauled off two loads of scrap
- Bush hogged disc golf course and river trail
- Cleaned out pond at Burns Park
- Put up lights for Farmers Mkt
- Unclogged pipe feeding the pond water
- Finished cleaning up Public works

Projects/Items in the Works:

- Bush hogging at Burns Park
- 36" culvert replacement on Merry Log
- Edging side walks all across town
- Tree trimming across town



Monthly Departmental Update

September 2022

WASTEWATER DEPARTMENT MONTHLY REPORT

Projects/Items Completed this Month:

- 3 Sewer Calls
- 1 tanks pumped

Projects/Items In Progress

- Waiting on Acorn Court Pumpstation surveys and appraisal for possible future property of new station.
- Waiting on SCADA RFP.



Second South Cheatham Utility District

TOWN OF KINGSTON SPRINGS BILLING REGISTER SUMMARY

REC'D SEP 07 2022

Billing Period
8/31/2022

Jul 22 - Ending Balance	47,381.23
Add Penalties:	660.57
Adjustments:	-1,005.17
Less Payments:	-49,196.50
Unapplied cash payments	-110.07
Balance Forward:	-2,269.94
Sewer Billing (Sales):	46,950.11
Total Account Receivable:	44,680.17

COLLECTIONS STATEMENT

Collection Dates:	08/01/2022 - 08/31/2022
Collection Amount:	49,196.50
Unapplied Cash	110.07
Less 6.5%	3,204.93
Amount Due	46,101.64

	Same Period Last Year	Current Period	Increase or Decrease
SALES	40,647.05	46,950.11	15.5%
GALLONS	3935.1	4143.4	5.3%

ADJUSTMENTS

0101-14200-000	Lucille Burns	-106.17	leak
0101-20100-000	Maxwell Horkins	-11.48	penalty
0101-91370-004	Wendy Demumbra	-67.01	leak
0101-25160-000	Mike & Vicki Siler	-240.41	leak
0101-91220-003	Carl Moss	-153.28	leak
0101-91290-001	Patricia Cook	-386.87	leak
0101-00700-001	Michael Sherrod	-39.95	leak
	Total	-1005.17	

Second South Cheatham

Transaction Rate Summary

Company Division(s)	All	Include Voiced Transactions	
Cycle(s)	01 Cycle 1	Batch Range	All
Customer Type(s)	All	Break Out Addons Per Service Type	
Service Type(s)	KS Sewer	Break Out Service Credit	
Account Range	All	Report Breakdown Level	Totals Only
Transaction Type	History		
Transaction Date Range	8/1/2022 To 8/31/2022		

Service Type	Rate Code	Adjustments	Payments	Deposit	Applied	Bad Debt	Applied Credit
				Receipts	Deposits	Writeoffs	
KS KS Sewer Usage	01	-\$1,005.17	-\$48,429.91	\$0.00	\$0.00	\$0.00	-\$110.07
KS K.S. Sewer Only	06	\$0.00	-\$77.25	\$0.00	\$0.00	\$0.00	\$0.00
Penalty KS Sewer Penalty	11	\$0.00	-\$689.34	\$0.00	\$0.00	\$0.00	\$0.00
All Routes Totals		-\$1,005.17	-\$49,196.50	\$0.00	\$0.00	\$0.00	-\$110.07

Second South Cheatham

Code Summary Report

Cycle(s)	01 Cycle 1	Break Report Down	Print Totals Only
Customer Type(s)	All	Break Down AddOns By Service Type	
Service Type(s)	BD Bad Debt Recovery	Use Reading Factor	
Print Code Summary Report For	Historical Billing	Print Add On Usage	
		Include Inactive Services	
Account Number Range	All	Inactive Services To Include	Inactive Services With Arrears Shown In Billing
		Transaction Date Range	8/1/2022 To 8/31/2022

Service	Rate	Number		Charges	Usage	Adjustment Amount	Adjusted Total
		Active	Inactive				
KS Sewer	01 KS Sewer Usage	749	9	\$46,903.76	4,143,400		
	06 K.S. Sewer Only	3	0	\$46.35			
			9	\$46,950.11			4,143,400
Penalty	11 KS Sewer Penalty	118	8	\$660.57			
	Total Penalties		8	\$660.57			
Credit		41	4	\$0.00			
	Report Totals			\$47,610.68			4,143,400