



CITY OF SPARTA  
6 Liberty Square  
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# AGENDA

## BOARD OF MAYOR AND ALDERMEN

*Thursday, April 18, 2024 - 5:00 PM*  
*Sparta City Hall, 2<sup>nd</sup> Floor*

1. Approval of the Minutes of the April 4, 2024 regular meeting.

### PROCLAMATIONS

2. Celeste Reed, Miss Basketball

### ORDINANCES

3. Approve Ordinance 24-974 on first reading, and ordinance to amend Title 18, Chapter 3 of the City's municipal code revising its rates effective June 1, 2024, for the sale of water and sewer services and prescribing rates for those services based upon meters read and bills rendered on and after July 1, 2024, for water and sewage usage.

### RESOLUTIONS

4. Approve Resolution 24-596, a resolution amending the City of Sparta Human Resources Manual, Section V, Amending Part P regarding the use of personal day leave.

### LEGAL

5. Renew Water Leak Contract with Water Leak Relief for another two years.
6. Approve an agreement with Tennessee Law Enforcement Support Office "LESO" in respect to the transfer of surplus personal property from the Department of Justice for City use.

### PERSONNEL

7. Authorize the solicitation of applications for Truck Driver for the Sanitation Department.

### STREETS

8. Discussion regarding the installation of stop signs at Golden Mountain Road @ Hale Street and Turntable Road @ Ray Broyles Road.
9. Discussion of speed limit on Winding Lane.



**MISCELLANEOUS**

10. Approve the race application for Team Dani on August 24, 2024 for a 5K.
11. Department head reports.
12. Other NEW business.
13. UNFINISHED business
14. Citizens Comments from Sparta Citizens (3-minute limit).
15. Adjourn.

*The City of Sparta is an equal opportunity provider and employer.*

# *MINUTES*

April 4, 2024

The Board of Mayor and Aldermen of the City of Sparta, White County, Tennessee, met in a scheduled meeting at Sparta City Hall, at 5:00 PM on the 4th day of April 2024, with Mayor Jerry Lowery presiding.

<u>Members Present</u>	<u>Members Absent</u>
Vice-Mayor Bobby Officer	
Alderman Jim Floyd	
Alderman Brian Jones	
Alderman Travis McBride	
Alderman Judy Payne	
Alderman Brent Young	

Status of other city staff members were:

Tonya R. Tindle	City Administrator / City Recorder	Present
Dillard Quick	Public Works Director	Absent
Caroline Sapp	City Attorney	Present
Nick Dunn	Police Chief	Present
Kirk Young	Fire Chief	Present
Mike O'Neal	Codes Enforcement	Present
Tonia Wilson	Finance Director	Present
Belva Bess	Electric Manager	Present

A quorum was present and notice had been previously mailed to all members and the news media. Mayor Lowery called the meeting to order. Travis McBride opened with a prayer. Bobby Officer led the Pledge of Allegiance by request of the mayor.

There was a motion by Alderman Payne with a second by Alderman Young to approve the minutes of the March 21, 2024 regular called meeting which had been previously mailed to all board members and read by each member prior to the meeting. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Floyd with a second by Alderman Payne to approve Resolution No. 24-595, a resolution to adopt the Parks and Recreation Master Plan completed by White County in July 2022. The roll call was as follows:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes
The motion passed.	

There was a motion by Alderman Floyd with a second by Alderman Payne to approve the Finance Director's financials. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Floyd with a second by Alderman Payne to approve the abandonment of approximately .12 acres of property located on N. Spring Street and quitclaim it to the adjoining property owners, Michael Davis and Gerald Staggs. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Floyd with a second by Alderman Payne to approve the hiring recommendation for the position of Trades Helper, Rex Frame for the Water Department. All voted "Aye" by voice vote. Motion passed.

There was a motion by Vice-Mayor Officer with a second by Alderman Young to approve the hiring recommendation for the position of Electric Lineman, Sean Anderson, at Entry Level Lineman Pay. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Payne with a second by Alderman Young to approve the purchase of a 2024 Chevrolet Silverado 1500 SSV truck from Wilson County Motors on State Contract, in the amount of \$45,627.60. Insurance proceeds in the amount of \$18,480.00 will go toward the purchase and the remaining from the Drug Fund. The roll call was as follows:

Alderman Floyd.....	Yes
Alderman Jones.....	Yes
Alderman McBride.....	Yes
Vice-Mayor Officer.....	Yes
Alderman Payne.....	Yes
Alderman Young.....	Yes
Mayor Lowery.....	Yes

The motion passed.

There was a motion by Alderman Payne with a second by Vice-Mayor Officer to authorize the solicitation of bids for chemicals for Water and Sewer departments. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Payne with a second by Alderman Young to authorize the solicitation of bids for rope lighting for the restoration of the Christmas snowflake decorations. All voted "Aye" by voice vote. Motion passed.

There was a motion by Alderman Floyd with a second by Alderman Young to authorize the solicitation of bids for construction materials or a complete build kit for the new Animal Control building. All voted "Aye" by voice vote. Motion passed.

Department heads placed their reports in the agenda and Aldermen asked questions.

There was a motion by Vice-Mayor Officer with a second by Alderman Payne to authorize the solicitation of bids for the replacement of several poles and reconnection of lines for the Electric Department. All voted "Aye" by voice vote. Motion passed.

No citizens comments were heard.

No additional items were discussed.

There being no further business, there was a motion to adjourn by Alderman Payne with a second by Alderman Young. All voted "Aye" by voice vote. Motion passed. The meeting was adjourned at 5:19P.M.

Read and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Jerry Lowery, Mayor

ATTEST

\_\_\_\_\_  
Tonya R. Tindle, City Recorder

*AGENDA ITEM #2*

# **PROCLAMATION**

City of Sparta, Tennessee

OFFICE OF THE MAYOR

*Whereas, the City of Sparta takes immense pride in celebrating and honoring excellence in athletic achievement, and*

*Whereas, the City of Sparta is delighted to recognize outstanding individuals who exemplify the highest standards of sportsmanship, dedication, and skill, and*

*Whereas, Miss Celeste Reed has demonstrated unparalleled talent, commitment, and leadership in the realm of basketball, bringing honor and recognition to our community,*

*Now, therefore, be it proclaimed that the City of Sparta officially recognizes and congratulates Celeste Reed for her remarkable accomplishment of being named Miss Basketball for the AAA classification.*

*Throughout her illustrious career at White County High School, Celeste Reed has amassed a staggering 1,470 points, solidifying her place as the 8th highest scorer in the school's history. Her dominance on the court is further highlighted by her remarkable achievement of securing 1,004 rebounds, an unparalleled feat that stands as the highest in school history.*

*Celeste's exceptional shooting prowess is evident in her impressive career statistics, boasting a remarkable 53 percent field goal accuracy and a commendable 72 percent free throw success rate. Her career-high performance of 35 points and 23 rebounds during this year's competition stands as a testament to her unparalleled talent and dedication to the sport.*

*Therefore, on behalf of the citizens of Sparta, we extend our heartfelt congratulations to Celeste Reed for her extraordinary achievements and earning the title of Miss Basketball from the TSSAA. May her accomplishments inspire future generations of athletes and continue to bring pride and honor to our beloved city.*

*Given under my hand and the seal of the City of Sparta, this 21<sup>st</sup> day of March, 2024.*

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Jerry Lowery, Mayor of Sparta

*AGENDA ITEM #3*



## ORDINANCE

<p><b>An ordinance to amend Title 18, Chapter 3 of the City of Sparta, Tennessee, municipal code revising its rates effective June 1, 2024, for the sale of water and sewer services and prescribing rates for those services based upon meters read and bills rendered on and after July 1, 2024, for water and sewer usage.</b></p>	ORDINANCE # 24-974
	Requested By: City Administrator
	Prepared By: City Administrator
	Approved as to form and correctness:  _____
	(City Attorney)
	Passed 1 <sup>st</sup> Reading:
	Passed 2 <sup>nd</sup> Reading:
Minute Book	Page

WHEREAS, under the provisions of the statutes of the State of Tennessee, including, without limitation, Tennessee Code Annotated §§ 7-34-114 and 7-35-414, it is the duty of the Board of Aldermen of the City of Sparta, Tennessee (“Board of Aldermen”) to prescribe and collect reasonable, fees or charges, and facilities in the form rates for the sale of water and usage of sewers which are to be in an amount sufficient to recover all of its costs of operations, repair, maintenance, provision for necessary debt service requirements and to maintain an adequate depreciation account, and to provide for reasonable reserves; and

WHEREAS, the City of Sparta (“City”) is required by statute to revise such rates, fees or charges, whenever necessary, so that such rates, fees or charges, from time to time, shall be such the water and sewer systems shall be and always remain self-supporting; and

WHEREAS, the financial effects of the revenues and expenses of the water and sewer systems since it last established rates have caused the management of the City to review, and recommend to the Board of Aldermen, a change in the rates, fees and charges for all customers and customer classes, based upon past, present and projected costs of its reasonable expenses of operation, repair, maintenance, provision for necessary debt service requirements and to maintain an adequate depreciation account and adequate reserves for the water and sewer systems of the City; and

WHEREAS, after reviewing reports and hearing evidence concerning the results of past, present and projected financial operations of the water and sewer systems operated by the City and other relevant information presented to the Board of Aldermen at its meetings in session duly assembled, it appears both prudent and necessary to comply with the statutory requirements and prescribe new and amended rates for the sale of water and by the usage of the City's sewer systems in the form of a rate increase effective for usage on and after June 1, 2024, with rates and charges based upon meter readings and bills rendered to users on July 1, 2024 and bills rendered subsequently therefor;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Sparta, Tennessee, duly assembled and in meeting properly called, as follows:

1. That Title 18, Chapter 3, Section 18-302 be deleted in its entirety and replaced with the following:

The rates for the sale of water, as shown on Exhibit A as proposed rate increases and structure changes, attached hereto and incorporated herein by reference, are hereby implemented and in effect as an increase on and after June 1, 2024 as to the respective customers of each customer in each customer class based upon meters read and bills rendered to the users of water and sewer services on or after July 1, 2024, and thereafter until such rates are further revised and prescribed by the City.

2. That Section 18-309 be amended such that the water rate for utility districts shall be \$2.85 per 1,000 gallons.

3. That Title 18, Chapter 3, Section 18-310 "Sewer Rates for Waste Hauler / Holding Tank Waste" be added with the following language:

The Sewer Rates for disposal of waste hauler and/or holding tank waste shall be \$50 per load for City residents and for waste hauling disposal companies who document that their holding tank waste is derived from a City address and shall be \$50 per load for County residents and for waste hauling disposal companies who document that their holding tank waste is derived from a County address. Waste hauler and/or holding tank waste will not be accepted from any source outside of White County.

4. The ordinance shall be effective upon its second and final reading.

Passed 1st reading \_\_\_\_\_, 2024

Passed 2nd reading \_\_\_\_\_, 2024

Publication date \_\_\_\_\_, 2024

**CITY OF SPARTA**

\_\_\_\_\_  
Jerry Lowery, Mayor

ATTEST:

\_\_\_\_\_  
Tonya R. Tindle, City Recorder

# EXHIBIT A

Rates effective beginning June 1, 2024, for meters  
read on or after July 1, 2024

## **WATER RATES**

### **INSIDE**

#### Residential Rate Code 22 (per 1,000 gals.)

First 1,000 gals. Min		\$14.78
Next 8,000 gals.	@	3.63
Next 90,000 gals.	@	2.28
All over 100,000 gals.	@	2.28

#### Commercial Rate Code 35 (per 1,000 gals.)

First 1,000 gals. Min		\$18.48
Next 8,000 gals.	@	4.54
Next 90,000 gals.	@	2.86
All over 100,000 gals.	@	2.86

#### Industrial Rate Code 85 ( per 1,000 gals)

First 1,000 gals. Min		\$18.48
Next 8,000 gals.	@	4.54
Next 90,000 gals.	@	2.86
All over 100,000 gals.	@	2.86

### **OUTSIDE**

#### Residential Rate Code 01 (per 1,000 gals.)

First 1,000 gals. Min		\$22.18
Next 8,000 gals.	@	5.44
Next 90,000 gals.	@	3.43
All over 100,000 gals.	@	3.43

#### Commercial Rate Code 14 (per 1,000 gals.)

First 1,000 gals. Min		\$27.72
Next 8,000 gals.	@	6.81
Next 90,000 gals.	@	4.29
All over 100,000 gals.	@	4.29

#### Industrial Rate Code 80 ( per 1,000 gals)

First 1,000 gals. Min		\$18.48
Next 8,000 gals.	@	4.54
Next 90,000 gals.	@	2.86
All over 100,000 gals.	@	2.86

*AGENDA ITEM #4*

## RESOLUTION

<b>A RESOLUTION AMENDING THE CITY OF SPARTA HUMAN RESOURCES MANUAL, SECTION V, AMENDING PART P PERSONAL DAY LEAVE</b>	RESOLUTION # 24-596
	Requested By: City Administrator Tonya Tindle
	Prepared By:
	Approved as to form and correctness:
	_____ (City Attorney)
	Date Passed:
Minute Book	Page

**WHEREAS**, the City of Sparta has adopted a Human Resources Manual which may need revisions from time to time; and

**WHEREAS**, the City of Sparta Human Resources Manual needs an amendment to part P Personal Day Leave.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Board of Aldermen of the City of Sparta that the Human Resources Manual for the City of Sparta be and is hereby amended by editing the following section removing the prohibition against using Personal days with vacation or sick:

**P. PERSONAL DAY LEAVE**

Full time employees will be given two (2) personal days off with pay after the completion of 90 calendar days of employment. Personal Days provide employees with authorized paid absences from work for the purpose of attending to personal business and emergency situations. Personal days will be given on January 1 of each calendar year. Personal days do not carry forward or accumulate from one calendar year to the next. Personal days must be taken as a whole (8 hours) day and cannot be used consecutively. Unused Personal Days shall not be paid to an employee as cash. **Personal days shall not be taken in conjunction holiday leave.** Vacation leave may be used in conjunction with personal leave if employee's shift is longer than eight (8) hours. This time does not count towards overtime hours.

**READ AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**CITY OF SPARTA**

*AGENDA ITEM #5*

## Tonya Tindle

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**From:** Ben Whitson <ben@waterleakrelief.com>  
**Sent:** Monday, April 1, 2024 1:54 PM  
**To:** Tonya Tindle  
**Subject:** Water Leak Relief; Contract Extension  
**Attachments:** Contract Extension Amendment #2-Sparta.pdf

**[EXTERNAL EMAIL]** CAUTION: This is an external email that originated from outside our email system. Do not click links or open attachments unless you recognize and trust the sender. If in doubt, call sender at a number you already know before clicking links or attachments.

Hello Tonya,

I hope you enjoyed your Easter weekend. I've attached the second contract amendment for your review. It will extend our agreement another two years and all pricing and terms and conditions will remain the same.

It is set to expire at the end of May. I would be happy to be at the April or May meeting to discuss the extension or answer any questions that may arise.

Please let me know if you have any questions before hand and which meeting would be best to add this to for approval.

Thanks

Ben

### Ben Whitson

General Manager



157 Lantana Rd

Crossville, TN 38555

Cell: 931-267-6787

Office: 855-426-7655

Fax: 931-313-9014



**AMENDMENT #2 TO EXTEND TERM OF AGREEMENT  
BETWEEN WATER LEAK RELIEF, LLC AND THE CITY OF SPARTA**

The agreement between Water Leak Relief, LLC and the City of Sparta dated the 1<sup>st</sup> day of June, 2021 is hereby amended to extend the term and lock in the service rates as follows:

**Section D. Term** The term of the agreement shall be extended until the 31<sup>st</sup> day of May, 2026. The initial water/sewer leak relief service rates and service limits shall remain in effect and shall not change during the amended term of this agreement unless mutually agreed upon by both parties in writing.

All other portions of the agreement are unaffected by this amendment and shall remain in full force and effect.

**EXECUTED**, in duplicate, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SPARTA**

By: \_\_\_\_\_  
Jerry Lowery, Mayor

ATTEST:  
(Duly approved by the Board of Mayor and Aldermen of the  
City of Sparta on the \_\_\_\_ day of \_\_\_\_\_, 2024)

\_\_\_\_\_  
Tonya Tindle, City Administrator

**WATER LEAK RELIEF, LLC  
(SERVICER)**

By: \_\_\_\_\_  
Ben Whitson  
Vice-President

*AGENDA ITEM #6*

**State Plan of Operation (SPO) between:**

**TENNESSEE**

*(State/United States Territory)*

**and the**

**City of Sparta Police Department**

*Law Enforcement Agency (LEA)*

**1) PURPOSE** This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

**2) AUTHORITY** The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**3) GENERAL TERMS AND CONDITIONS** “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
- ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

**4) STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Bob Williams

State Program Manager (SPOC): Randal Barnett

State Point of Contact (SPOC): Joy Hendrickson

State Point of Contact (SPOC): Timothy Dailey

State Point of Contact (SPOC): Pamela Consolini

ii) SC/SPOC Facility Information:

Physical Mailing Address: 6500 CENTENNIAL BLVD. NASHVILLE, TN 37243

Email: [Bob.Williams@tn.gov](mailto:Bob.Williams@tn.gov)

Phone Number: 615-350-3321

Website: <https://www.tn.gov/generalservices/vam/leso.html>

Hours of Operation: Monday – Friday 8:00 am – 4:00 pm

iii) Funding to administer the LESO Program at the State-level is provided via:

The Department of General Services, Vehicle and Asset Management Division

**PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

f) Conduct quarterly reconciliations of State property records.

g) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

h) Ensure LEAs receive and account for property in the property accounting system within 30 days.

**5) LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

**6) ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

**7) ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

**8) PROPERTY ALLOCATION**

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms allocations: acceptable over-

<b>Small Arms Acceptable Over-Allocations</b>	
<b># of Officers</b>	<b># by type</b>
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation”

levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:

1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

**10) PROPERTY MANAGEMENT** Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will



post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

## 11) PROGRAM COMPLIANCE REVIEWS (PCR)

### a) The LESO shall:

- i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.
- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.
  - (1) The goal is to review 20% of a State's overall small arms inventory.
  - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
  - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
  - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
  - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

### b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

**12) ANNUAL PHYSICAL INVENTORY** Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.

In the State of Tennessee, the annual physical inventory and certification in the property accounting system process starts on July 1<sup>st</sup> and must be completed by September 1<sup>st</sup>. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO.
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

**13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY** Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):  
 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

**14) RESTRICTION, SUSPENSION OR TERMINATION** Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

- a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.
- d) The State shall:

- i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.
- ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.
- iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.
- iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.
- v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.
- vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.
- vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

**15) RECORDS MANAGEMENT** The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

**16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS** Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

**17) NOTICES** Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State

in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

**18) ANTI-DISCRIMINATION** By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

**19) INDEMNIFICATION CLAUSE** The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

**20) TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**21) AGREEMENT OF PARTIES** The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: TENNESSEE

Full Name (Print): \_\_\_\_\_

Signature (Sign): \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

Chief Law Enforcement Official (CLEO) (or designee): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Full Name (Print): \_\_\_\_\_

Signature (Sign): \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

*AGENDA ITEM #7*

Ron Pittman has turned in his retirement to be effective at the end of this fiscal year. We need to hire his replacement to be able to train them on the garbage truck and the routes.



***AGENDA ITEM #8***



Map/Data For Illustrative Purposes Only.

City of Sparta is not responsible for misuse, misinterpretation, or inaccuracy of data.

Not a substitute for OneCall.

## Proposed Stop Signs Golden Mountain Rd @ Hale St

1 in = 50 ft



4/11/2024



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## Proposed Stop Sign Turn Table Rd @ Ray Broyles Rd

1 in = 50 ft



4/11/2024

***AGENDA ITEM #9***

The speed limit on Winding Lane is currently 25mph.  
Discussion regarding increasing the speed limit.

*AGENDA ITEM #10*

# Race Application

Note: A bond amount of \$250.00 must be posted at City Hall before race application is approved.

Team Dain

Name of company or organization conducting Race.

220 W Bockman Way Sparta, TN 38583

Address/City, State, Zip

931-256-7664

Telephone

Dani Auberger

Name of person/ Chairman responsible for Race conduct.

604 Indian Cir Sparta, TN 38583

Address/City, State, Zip

931-256-7664

Telephone

Date of Race: August 24, 2024

Begin Time: 8:30 End Time: 10:30

Approximate Number of Contestants that will participate in the Race: 50-100

Location and Time of Race assembly:

WCHS track 7:30 am

Will the Race be held on behalf of any person or organization other than the applicant? no

If so, has that person or organization consented to the Race? \_\_\_\_\_

Have you (the applicant) ever been denied a Race Permit with the City of Sparta?

Yes  No

If "Yes" explain below:

---

---

  
\_\_\_\_\_

Applicant Signature

4/11/24  
\_\_\_\_\_

Date

**For City Use Only! Please do not write in this Space**

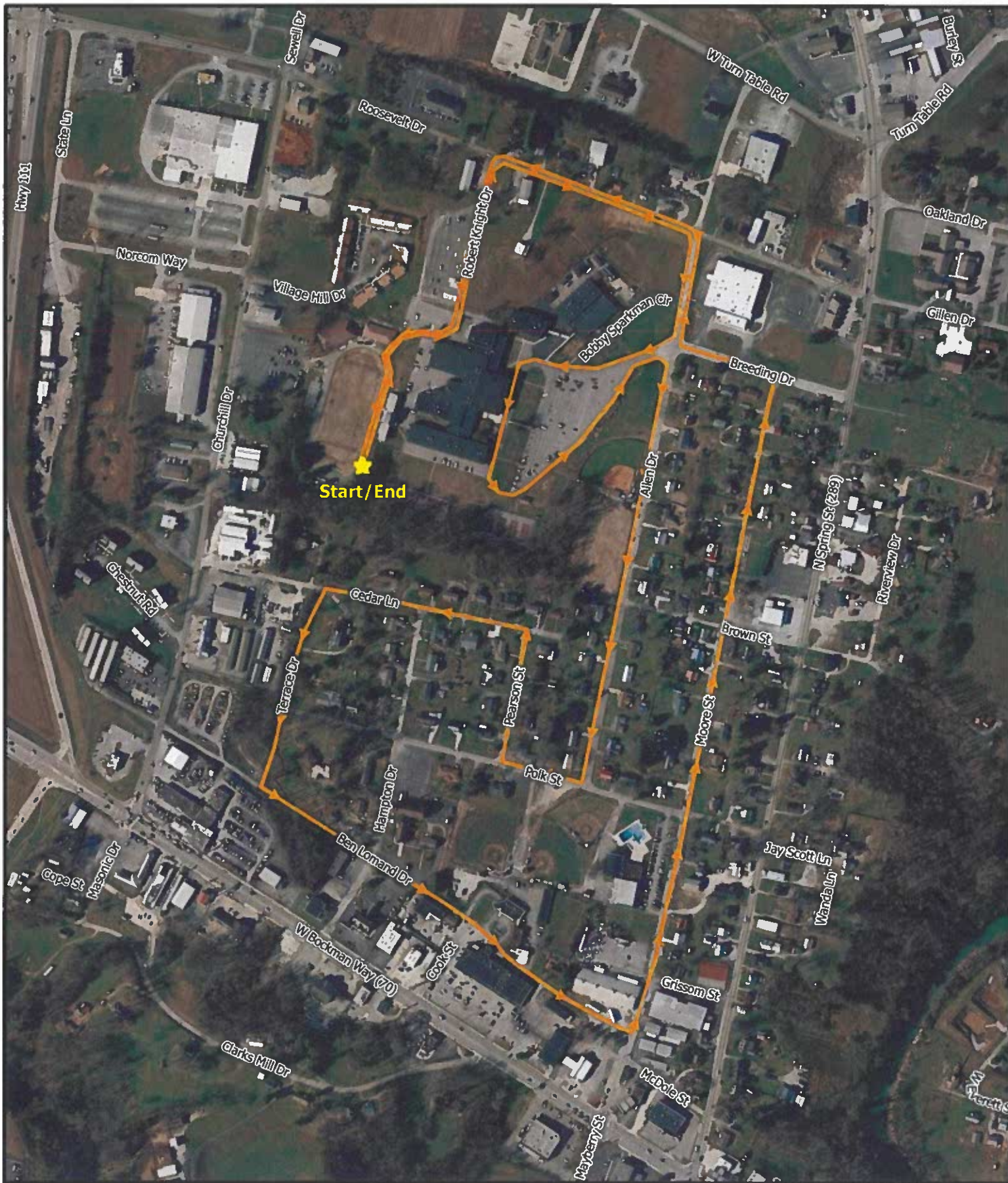
Date Received at City Hall: 4/12/24 Bond Posted: Yes  No

Action Recommended by City Administrator.....Approved  Denied

Action Recommended by Police Chief ..... Approved  Denied







Map/Data For Illustrative Purposes Only.

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Not a substitute for OneCall.

## Official 5K Route

1 in = 500 ft



10/16/2023

# Official 5K Route City of Sparta

From WCHS football field:

Track to Robert Knight Dr

Robert Knight Dr to Roosevelt Dr

Right onto Roosevelt Dr

Right onto Allen Dr

Right into WCMS front parking lot

Loop by gym and tennis courts

Exit parking lot

Right onto Allen Dr

Right onto Polk St

Right onto Pearson St

Left onto Cedar Ln

Left onto Terrace Dr

Left onto Ben Lomand Dr

Left onto Moore St

Left onto Breeding Dr

Right onto Allen Dr

Left onto Roosevelt Dr

Left onto Robert Knight Dr

End at point of beginning on track

## *Miscellaneous Information*

## Tonya Tindle

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**From:** Mike O'Neal  
**Sent:** Monday, April 15, 2024 10:24 AM  
**To:** Tonya Tindle  
**Subject:** Board meeting 4/18/2024

Commercial We have received new plans for DQ  
Picking up this month overall

Residential Remains steady

Municipal. Trying to stay on top of signs  
Couple cases on property maintenance

Sent from my iPad

## **Sparta Electric System**

**4/1/2024 to 4/15/2024**

- Outages- 120 W College St- tree, Slash Ln – Squirrel, Valley View Dr- Squirrel, 404 Dogwood St- connection, Baker St- Squirrel, 157 Mayberry St- Breaker
- City wide power outage- Service Electric working on main transformer at sub-station draining oil in order to work on load tap changer. We are currently on spare. When oil level in main transformer reached critical level it triggered alarm on spare transformer due to wiring issue and jumper. These alarms and safety precautions are in place to protect transformers and equipment. Sub-station Engineers have made corrections.
- Run new service – 1079 Old Smithville Hwy
- Picked up 4 new Steel poles – Smithville Electric
- Dropped power to Altium- Testing and repairing bad breakers
- Removed Security Light pole at Life Church and relocated Security Light to another pole
- Hooked up new Temporary Service for Repaving Crew at Wal-Mart
- Andy Thomas and Joey Rasori attended week long Advanced Transformer School- Murfreesboro
- Completed TVA Rates and Contracts Audit
- Street and Security Light Maintenance
- Underground Locates

## Kirk's Notes April 4<sup>th</sup> thru April 18<sup>th</sup>

### Calls:

April 5 <sup>th</sup>	LZ Setup	401 Sewell Dr
April 5 <sup>th</sup>	Medical	136 Ellis Cir
April 6 <sup>th</sup>	LZ Setup	401 Sewell Dr
April 7 <sup>th</sup>	LZ Setup	401 Sewell Dr
April 8 <sup>th</sup>	Medical	401 Stoneridge Ct
April 9 <sup>th</sup>	Fire Alarm	610 Industrial Dr
April 10 <sup>th</sup>	Medical	475 Franklin Ave

### Total:

LZ Setup – 3  
Medical – 3  
Fire Alarm – 1

### Other:

Had a Medical class April 8<sup>th</sup>



CITY OF SPARTA  
**POLICE DEPARTMENT**



TENNESSEE

323 E. Bockman Way Sparta, TN 38583  
P (931) 836-3734 F (931) 836-3086

**Board Notes**

Calls for Apr 2024	291
Total Calls 2023	1899

A replacement patrol car has been ordered and should be here anytime.

Working on adding lights around the perimeter of PD.

Still in the process of updating dept general orders (policies)

Terry Langford is in FTO process

Tyler Brandes is in the process of completing the required training ( he has completed 8.5hrs out of 128hrs)

Public Works

April 18, 2024

#### WATER OPERATING

Repaired several main line leaks.  
System wide flushing water lines ongoing per TDEC.  
Monthly inspection of vehicles and equipment.  
Working on lead and copper survey per EPA.  
Meter maintenance program ongoing.  
Getting quotes to pressure wash and clean water tanks.  
Repaired yards and roads due to water leaks.  
Ongoing cross connection testing per TDEC.  
Helped mechanics in the shop.  
Built exerciser tool for valves in system and at raw intake.  
Worked on inventory.

#### WATER PLANT

Ordered materials for generator install. Pricing out labor to wire generator. Ordered diesel.  
Emergency repair on flocculator. Replaced motor over weekend.  
Working on surface wash nozzles.

#### SEWER OPERATING

Locates for contractors and utilities.  
Checked pump stations daily.  
Camera line on Hillcrest. Found gravel in line left by contractor. Removed rock in lines.  
Pulled pumps and cleaned check valves at Turntable.  
Cleaned check valves at Mayberry lift station.  
Pulled pump at Mayberry for repairs. Installed backup pump.  
Repaired culvert at Wilson lift station.

#### SEWER PLANT

Plant is operating at normal capacities.



Still contracting out sludge to be hauled to Red Boiling Springs.

#### STREET DEPARTMENT

Work in progress installing river rock in flower beds on square.

Normal mowing properties and parks.

Used stump grinder to remove stump on square.

Worked on restroom, sign, installed lights, mowed and worked on door at Senior citizens.

Repaired boards on bridge.

Painted bollards for parking lot off the square.

Spraying for weeds in parks, sidewalks, roads, square, etc.

Maintenance on trucks.

Getting material and called in locate to start sidewalks and park lighting for North Carter Park.

Filled barricades with water to block off street and block off people from moving to load brick in trucks and cars.

Cut fallen tree out of road on Quarry St.

Worked on Park restrooms general maintenance.

#### SANITATION

Both road tractors are hauling trash to Morrison daily.

Newer rear loader tail gate has been ordered and will schedule repairs when parts are on hand.

Back-up rear load truck is running normal route for commercial trash pick up.

Brush is picked up as calls come in.

# **City Administrator Report**

## **April 18, 2024**

## TDOT GRANTS

### TDOT Multimodal Access Grant- Along the West side of North Spring Street from Bockman Way to Turntable Road

**\*\*\* No Status change on this project since the April 4, 2024 meeting.**

- Contract has been approved and signed by the City and TDOT.
- Working on NEPA and Section 106 Assessment
- Project Description – The proposed SR289/North Spring Street Sidewalk Enhancement Project will improve a 4,130-foot section of road between the intersection of SR289 and the intersection of SR1 and Turntable Road. This is Phase 1 of providing safe pedestrian travel from residential areas and businesses to medical facilities including dental offices, medical doctor's offices, and St. Thomas Highlands Hospital as well as White County High School, White County Middle School, Sparta YMCA/Recreational Complex, restaurants, convenient stores, and churches. Most of the proposed project section has no existing sidewalk. In the small portions of the sections that do, the sidewalks are deteriorating and are not ADA compliant. The proposal is to add curb, buffer, and sidewalk to this route, as well as ADA compliant ramps, crosswalks, and signalization to enhance pedestrian safety. Future Phase 2 of this project would extend the work of this phase north to St. Thomas Highlands hospital and doctor's offices at the intersection of SR 289 and Sewell Drive.
- Anticipated costs at this time ((TDOT - \$950,000.00 (95%)) ((City – at least \$50,000.00 (5%))
- \*\*\$1,000,000.00 is maximum amount of grant, meaning that if costs increase above \$1,000,000.00, the city will have to pay the initial \$50,000.00 plus any amount over \$1,000,000.00.
- Request for Qualifications approved by TDOT and was sent out on January 27, 2023.
- Gresham Smith & Partners Engineering firm has been selected per the procurement process and contracts were signed at the April 4, 2024 meeting.
- Wisner Consultants have conducted the environmental survey.
- Design process in progress.
- Anticipated completion date is Fall 2025.

## Tennessee Housing Development Agency Grant

### H.O.M.E. (Home Investment Partnerships Program) (HUD)

**\*\*\* NO Status change on this project since the April 4, 2024 meeting.**

- Project Description – To provide rehabilitation of existing single-family housing units within the boundaries of Sparta, TN. Each project selected will be rehabilitated to the international building code and laws and ordinances of Sparta, TN. If the project cannot be rehabilitated to code standards within the allowed funds per project, the home will be demolished and reconstructed. All projects will be for existing family homes which are the principal residences of low-income households. All homeowners will sign a forgivable loan (deed of trust).

- Grant Award Amount - \$375,000.00 (no city match)
- This project is to accomplish two demolitions: 346 Burley Street & 225 S. Camp Heights.
- Environmental Reviews for first two home grant applicants approved and scheduled the bid openings for 346 Burley Street and 225 S. Camp Heights Drive on April 18, 2023.
- Bids came in over budget and White County shared their THDA funds with City to complete the demo and rebuild of both houses.
- House at 346 Burley Street has been demolished.
- Houses at both addresses have been completed.
- Awaiting final Reimbursement from State.

## 2022 Community Development Block Grant (CDBG)

**Communities Development Grant** – Administered by UCDD

\*\*\* No Status change since the April 4, 2024 meeting.

- Project Description – Perform smoke testing and closed-circuit television (CCTV) inspection of sewer lines and manholes, followed by rehab of identified sewer lines and manholes in three target areas, S. Carter Street, Highway 111 and Vista/ Drive Turntable Road.
- Budget (Total - \$884,000.00) (CDBG portion - \$600,000.00) (City portion - \$284,000.00)
- Smoke testing completed April 2023.
- CCTV camera bids opened August 10, 2023, to be approved at August 17 meeting.
- CCTV camera bid awarded to Pipeworks, LLC.
- Pre-construction meeting went well.
- Pipeworks, LLC has started camera work.
- Change order #1 to be approved for additional CCTV work.
- Pipeworks, LLC have completed the camera work.

## 2024 Historic Preservation Grant

**Historic Preservation Grant**

\*\*\*Status change since the April 4, 2024 meeting.

- Project Description – Grant to help purchase property for a potential park expansion.
- Application completed.
- Awaiting invitation for interview.
- Interview was on April 9, 2024.
- Awarded \$650,000 grant for land preservation.

## In-house Construction Projects

### Lights for Carter Street Walking Trail

\*\*\* Status change since the April 4, 2024 meeting.

- Project Description – Purchase of twenty-nine (29) Decorative Lights and electrical supplies for Walking Trail improvements beginning at the Pedestrian Walking Bridge at South Carter Park and extending all along North Carter Street. The Public Works Department will extend the sidewalk Street from its termination point up to meet the end of North Carter Street. The Public Works Department and Electric Department will work together to install the lights.
- Project Cost – ((\$106,640.00 – lights (already purchased and delivered)) (est. \$5,000 – concrete)
- Starting on concrete light bases.
- Tentative Completion Schedule – Summer 2024

### Railroad Walking Bridge Rehab

\*\*\* Status change since the April 4, 2024 meeting.

- The railroad timbers on the Railroad Walking Bridge need to be replaced due to much needed repairs. The city will install them. Sealed bids were approved and sent out with no replies.
- Redesigning of timber system to a concrete walkway undergoing evaluation.
- In contact with structural engineer regarding stamped design
- Tentative Completion Schedule – Winter 2024

### Gaines Street handicapped sidewalks

\*\*\* No Status change since the April 4, 2024 meeting.

- This street is in need of paving and will have to be milled beforehand. Sidewalks will be installed after street is paved.

### Ymca Generator

\*\*\* No Status change since the April 4, 2024 meeting.

- We are in the process of receiving quotes for electrical installation.

### Water System Hydraulic Study

\*\*\* No Status change since the April 4, 2024 meeting.

- The current water study we have was completed by Hethcoat and Davis Engineers in approximately 2008. TDEC is now requiring more information to install and upgrade our water lines. This study is necessary to keep our water lines up to date.
- Contract with Hethcoat & Davis Engineers to conduct study was approved at the April 4, 2024 board meeting.

- Gis and Electric gathering information needed for the study.
- Hethcoat & Davis completing study at this time.

#### Taft Church Turn Signal

\*\*\* NO Status change since the April 4, 2024 meeting.

- There is discussion with TDOT regarding installing a second left turn signal. The needed upgrades to the light are being evaluated and a cost estimate was sent to the State. TDOT is willing to work with us on the design and possible cost sharing.

#### Water Plant Flocculators Upgrade

\*\*\* No Status change since the April 4, 2024 meeting.

- Contract with Hethcoat & Davis Engineers to design and bid the project was approved at the April 4, 2024 board meeting.
- Structural Engineers inspected water plant for design.
- Proposal has been submitted by Hethcoat & Davis.

#### Water Plant Sludge Belt Press

\*\*\* No Status change since the April 4, 2024 meeting.

- Contract with Hethcoat & Davis Engineers to design and bid the project was approved at the April 4, 2024 board meeting.

#### Splash Pad Park

\*\*\* Status change since the April 4, 2024 meeting.

- Gresham Smith & Partners engineers selected through RFQ process and their contract under evaluation.
- Allen Maples contracted to do the land survey required.
- Survey completed and meeting with Gresham Smith on Thursday 2/1/24 for design meeting.
- Demolition of old ball field completed.
- Gresham Smith contract sent for approval by Board.
- Design almost complete.

#### Relocation of Dog Pound

\*\*\*No Status change since the April 4, 2024 meeting.

- Getting quotes for materials and concrete to erect new dog pound.
- Materials ordered and awaiting delivery.
- In process of preparing to form up concrete pad.

## Caboose

\*\*\*Status change since the April 4, 2024 meeting.

- Ben Lomand in process of adding cameras
- Street Department to install lights.
- Tommy Narramore painting in progress.
- Cameras installed!

## Street Paving

\*\*\* NO Status change since the April 4, 2024 meeting.

- Additional roads were paved during Fall Break and then striped.
- Various parking lots have been sealed and re-striped.

Remaining roads will be evaluated for the next years paving schedule and an updated list will be made available as soon as it is completed.

## Sewer

### Consent Order

- September 17, 2022 - \$4,514.50 (25% of Up-front penalty) paid
- \*\*\*3 Manhole Rehab project on S.R. 111 (\$60,000 to Norris Brothers) should count as Supplemental Environmental Project (SEP) and if counted, the city will not have to pay any additional Up-front penalty. The city is to notify TDEC when (SEP) is complete.
- September 19 and September 21, 2022 – Hethcoat-Davis submitted Overflow Reports to TDEC outlining extenuating and mitigating circumstances for review to possibly gain minimization or outright relief from the sewer availability moratorium.
- October 14, 2022 – Sewer Overflow Response Plan (SORP) was submitted to TDEC by Hethcoat-Davis. If initially approved, must be implemented by December 12, 2022. If modified, then must be implemented within 60 days of state approval.
- eMor- electronic Monthly Operating Report starts this month. Per Dillard, Fred Currier (Sewer Plant Manager) is working on this.
- November 10, 2022 meeting with TDEC with Hethcoat & Davis to go over Overflow Reports and possibly gain minimization or relief from the moratorium. Waiting response from TDEC.
- Mid-December, 2022 - Sewer Overflow Response Plan to be implemented if initially approved.
- December 14, 2022 – Collection System Corrective Action Plan/Engineering Report completed. It is a description of completed projects and future plans to correct problems and establishes timelines for both interim and permanent plans. (Must implement within 120 days of approval,

expect mid-late 2023). City to notify TDEC of implementation date in writing. The city has 5 years to complete the corrective action plan (mid-late 2028).

- Annual Report due March 31, 2023 and March 31 each year thereafter.
- Mid-April, 2023 – Corrective Action Plan implementation expected.
- April 13, 2023 – Summary of Capacity, Management, Operations, and Maintenance programs (CMOM) has been filed with TDEC.
- May 26, 2023 – SEP verification submitted
- August 29, 2023 – CAP/ER and SORP approved. CMOM still under review.
- DL Every 30 Days – submit a report of each overflow and release reported to TDEC
- DL Before 12/27/2023 – at the time of initiation of CAP/ER – notify TDEC in writing
- DL 12/27/2023 – initiate actions outlined in CAP/ER
- DL 06/20/2027 – Achieve substantial compliance with the Permit – Consent Order closed.
- DL 08/29/2028 – CAP/ER scheduled activities completed within 5 years – TDEC notified.
- DL 02/25/2029 – final report to TDEC on completion of CAP/ER.
- Letter received from TDEC granting the City sewer credits to allow connections at the City's discretion.

#### **Vacant 205 W. Bockman Way Building**

\*\*\* Status change since the April 4, 2024 meeting.

- Upon re-evaluating the pavilion, the structure will have to be demolished and reconstructed. We have applied for a Healthy Grant with the State to get this underway.

#### **Vacant 136 Baker Street Building**

\*\*\* No Status change since the April 4, 2024 meeting.

- Douglas Cherokee elderly housing has been contacted regarding the purchase

#### **Sparta Hardware Building**

\*\*\* No Status change since the April 4, 2024 meeting.

- Trey Bain, owner, contacted regarding the demo process. He is awaiting go ahead from insurance company.

### **Legal and Contracts**

- Senior Citizens Building Lease agreement – Approved at February 15 meeting. Waiting comments from Senior Board.
- Subdivision Regulations updated from 1992 version. This is currently being reviewed by UCDD.
- Hotel / Motel / Air BNB tax – Ordinance passed on second reading, March 1, meeting. Tax takes effect July 1, 2024. Tennessee Department of Revenue administering tax to vendors.