

Regular Agenda of the Board of Mayor and Aldermen
Monday, November 13, 2023 – 5:30 p.m.
Tulahoma Municipal Building

Public Hearing

- A Public Hearing on a Text Amendment to the fire code with the 2021 edition from the International Code Council and subsequent ordinance changes needed to facilitate this change.

Regular Meeting Agenda

Page

Call to Order by Mayor Ray Knowis

Invocation – Rev. Elbert Smith

Pledge of Allegiance to the Flag – Rev. Elbert Smith

Roll Call

Commendations and Certificates

N/a

Proclamations, Awards, and Special Presentations

- Alzheimer's Association Proclamation for Purple Out Tennessee
- Special Presentation from Parks and Recreation Director J.P. Kraft and Deputy Director Lyle Russell about the Wildcats and Friends event held on October 21, 2023.

1

N/a

Comments from Citizens

All citizens interested will be invited to speak for up to 3 minutes about any matter within the purview of the Board. Please speak into the microphone and begin by stating your name and address.

Approval of the Agenda

Departmental Reports

2

Reports from the Aldermen

Report from the Mayor

Report from the City Attorney

Report from the City Administrator

Note: All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items, unless a Board member or citizen so requests, in which case the item will be removed from the Consent Agenda and considered separately. During the portion of the meeting reserved for comments from citizens, as shown on the agenda, citizens may request that the Board remove an item from the Consent Agenda so that discussion may be held on the item.

Monday, November 13, 2023

Consent Agenda

Page

- | | |
|---|----|
| 1. Item No. 23-193 –Minutes of the October 23, 2023, Regular Meeting and Public Hearing. | 28 |
|---|----|

Unfinished Business

Page

- | | |
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| 2. ORDINANCE NO. 1607 - AN ORDINANCE TO AMEND CHAPTER 2 (BUILDING CODE), CHAPTER 3 (ELECTRICAL CODE), CHAPTER 4 (GAS CODE) CHAPTER 5 (HOUSING CODE), CHAPTER 7 (PLUMBING CODE), CHAPTER 8 (MECHANICAL CODE), CHAPTER 9 (RESIDENTIAL CODE), CHAPTER 11 (ENERGY CONSERVATION CODE), CHAPTER 10 (INTERNATIONAL PROPERTY MAINTENANCE CODE), AND CHAPTER 13 (EXISTING BUILDINGS CODE) OF TITLE 12 (BUILDING UTILITY, ETC. CODES) OF THE MUNICIPAL CODE OF THE CITY OF TULLAHOMA, TENNESSEE, for passage on second and final reading. | 35 |
| 3. Other Unfinished Business | N/a |

New Business

Page

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|---|-----|
| 4. ORDINANCE NO. 1615 - AN ORDINANCE TO AMEND TITLE 7 CHAPTER 2 (FIRE PREVENTION CODE) AND CHAPTER 306 (AUTHORITY AT FIRES) OF THE MUNICIPAL CODE OF THE CITY OF TULLAHOMA, TENNESSEE, for passage on the first of two readings. | 40 |
| 5. Resolution No. 1971- A Resolution regarding attendance by City Administrator at Executive Sessions. | 46 |
| 6. Resolution No. 1972- A Resolution to accept a Public Entity Partners Property Conservation Reimbursement Grant in the amount of \$4,000. | 49 |
| 7. Resolution No. 1973- A Resolution to support Amendment of the City Charter. | 53 |
| 8. Item No. 23-194 –Consider Approval and Authorize the Mayor to Sign an Agreement with Goodwin, Mills and Cawood, for the TDEC ARP Master Stormwater Plan, in an amount not to exceed \$250,000. | 81 |
| 9. Item No. 23-195 –Consider Approval and award a bid to Adams Construction LLC in the amount of \$678,750, for the Kings Ln./Ovoca sidewalk project. | 94 |
| 10. Item No. 23-196 –Consider Approval of the purchase of an Iron Bull Dump Trailer from Trailer Country, Inc in the amount of \$11,095 for the Parks and Recreation Department. | 102 |

Monday, November 13, 2023

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| 11. Item No. 23-197 –Consider approval of a request for the City to designate as surplus property eleven Chevy Impala Patrol Vehicles for the Police Department. | 110 |
| 12. Item No. 23-198 –Consider approval of the purchase of three new 2023 Ford Interceptor SUVs for the Police Department from Lonnie Cob Ford in the amount of \$110,637. | 112 |
| 13. Item No. 23-199 –Consider authorizing the purchase of equipment to up fit for three new Ford Interceptor SUVs for the Police Department from Lonnie Cob Ford in the amount of \$26,724. | 118 |
| 14. Item No. 23-200 –Consider a discussion on the Board of Mayor and Aldermen Study Sessions being televised. | 126 |
| 15. Other New Business | N/a |

Adjourn

Beer Board

Page

Call to order by Mayor Knowis
Public Comments

Consent Agenda

Page

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| 1. Item No. 23-BB42 – Minutes of the October 23, 2023 Regular Meeting. | 132 |
| 2. Item No. 23-BB43 – Minutes of the November 6, 2023 Special Called Meeting. | 134 |

Unfinished Business

Page

- | | |
|------------------------------|-----|
| 3. Other Unfinished Business | N/a |
|------------------------------|-----|

New Business

Page

- | | |
|-----------------------|-----|
| 4. Other New Business | N/a |
|-----------------------|-----|

Adjourn

Anyone requesting accommodations due to disabilities should contact Ms. Lisa Shepherd, A.D.A. Coordinator, at 931-455-2648, before the meeting.



Make Alzheimer's a Memory

PROCLAMATION FOR PURPLE OUT TENNESSEE

WHEREAS, Alzheimer's disease is a devastating brain disease that impairs memory, reasoning, motor skills and the ability to take care of oneself. The impact of Alzheimer's on individuals, families and our health care system make the disease one of our nation's primary medical, social and fiscal challenges; and

WHEREAS, more than 120,000 Tennesseans are living with Alzheimer's disease, the most common form of dementia, and 1 in 7 American workers are also family caregivers for someone with dementia; and

WHEREAS, according to the National Institute on Aging, Alzheimer's disease is currently ranked as the sixth leading cause of death in the United States, but recent estimates indicate that the disorder may rank third as a cause of death; and

WHEREAS, Alzheimer's Tennessee is a statewide, independent 501c3 not-for-profit organization, based in Tennessee since 1983, that provides support services to our citizens, promotes brain health through education, and champions global research for better prevention and treatment strategies; and

WHEREAS, The State Court Clerks Association of Tennessee voted to adopt and support Alzheimer's Tennessee to help fulfill the organization's vision to Make Alzheimer's a Memory; and

WHEREAS, the City of Tullahoma, along with Court Clerks and communities across the state are showing their support by participating in "Purple Out Tennessee" to support Alzheimer's Tennessee and raise awareness about the state's Silver Alert Law during November, first declared National Alzheimer's Awareness Month by President Ronald Reagan; and

NOW, THEREFORE, I, Ray Knowis, proclaim November 3, 2023, as "PURPLE OUT TENNESSEE" and commend its observance to all citizens and urge all City and County Employees, citizens and everyone across the State of Tennessee to join in this effort to "Bring Tennesseans Home" with Silver Alert awareness and raise funds to support the work of Alzheimer's Tennessee.

Together, We Will Make Alzheimer's a Memory.



Ray L. Knowis, Mayor
November 13, 2023



City Department	Grant Program	Funding Source	Project	Award	Match	End Date	Status
Parks & Recreation Administration Airport Airport TAEDC Airport Public Works Public Works Airport Police Airport Police Administration Finance Finance Administration Administration Administration Police Human Resources Police Airport Public Works	TN Agricultural Enhancement Program TAEP Grant TN Aeronautics Div. TN Aeronautics Div. Placemakers Pivot and Recover TN Aeronautics Div. STBG STBG TN Aeronautics Div. THSO Grant TN Aeronautics Div. VCIF Grant Eddie Program Urban Development Action Grant Rural Development THDA ARC Grant Management 2022 CDBG Childcare Grant 2022 CDBG Childcare Grant SRO Grant Program Safety Partners TN Highway Safety Grant Replacement Grant Stormwater Noncollaborative Grant	TAEP TN Dept. Ag TDOT TDOT TN Dep.ECD TDOT TDOT TDOT TDOT THSO TDOT TN Criminal Justice SCTDD UDAG USDA 2022 HOME ARC SCTDD SCTDD TN Dept.HS Public Entity Partners TN Dept. HS TDOT TDEC	Tree Plantings Farmers Market Tullahoma FY23 Airport Maintenance Obstruction Mitigation Phase 1 Local Business Training Airport Layout Plan Update State RT 2/Jackson St/Cedar Ln Sidewalks Ledford Mill Road Widening Land Acquisition traffic data management units Operations Data Tracker Police Equipment- Radio's LPR's, Body Cam's Renovations to Baltz Historical Building Commercial Revolving Loan Fund Small Business Revolving Loan Fund Residential Home Repairs and Rehab Downtown Facade Improvement Little Angels Daycare Tullahoma Daycare School Resource Officers Turnout Gear Office Supplies and Overtime Electrical vault and rotating beacon replacement Stormwater Projects TOTALS	\$5,000 \$1,500.00 \$15,000 \$56,600 \$75,000 \$300,000 \$927,980 \$682,910 \$170,727 \$101,600 \$19,560 \$6,000 \$214,000 \$5,000 \$850,000 \$199,000 \$750,000 \$200,000 \$250,000 \$500,000 \$525,000 \$3,000 \$28,753 \$237,500 \$2,370,558 \$8,322,981	\$5,000 \$0 \$0 \$2,830 \$0 \$0 \$92,980 \$170,727 \$5,080 \$0 \$0 \$0 \$0 \$0 \$10,000 \$0 \$25,000 \$0 \$0 \$0 \$3,000 \$0 \$12,500 \$592,640 \$919,757	n/a n/a n/a n/a n/a n/a n/a n/a n/a 1/1/2024 9/11/2024 1/1/2026 n/a n/a n/a n/a n/a n/a 4/1/2024 n/a 9/1/2026 n/a	Active Submitted Submitted Closed Closed Awarded

Submitted Grants	Active Grants	Closed Grants
\$1,001,437	49,222,084	4302,400

CITY RECORDER DEPARTMENT

NEW BUSINESS OPENINGS									
MONTH	FY2020	MONTH	FY2021	MONTH	FY2022	MONTH	FY2023	MONTH	FY2024
JUL	4	JUL	8	JUL	12	JUL	10	JUL	14
AUG	21	AUG	16	AUG	11	AUG	13	AUG	14
SEP	13	SEP	8	SEP	8	SEP	8	SEP	8
OCT	5	OCT	9	OCT	6	OCT	12	OCT	12
NOV	12	NOV	8	NOV	11	NOV	12	NOV	
DEC	2	DEC	4	DEC	8	DEC	5	DEC	
JAN	19	JAN	14	JAN	9	JAN	15	JAN	
FEB	11	FEB	4	FEB	10	FEB	12	FEB	
MAR	11	MAR	8	MAR	15	MAR	15	MAR	
APR	4	APR	13	APR	15	APR	4	APR	
MAY	19	MAY	13	MAY	19	MAY	19	MAY	
JUN	5	JUN	7	JUN	8	JUN	11	JUN	
	126		112		132		136		48

NEW BUSINESS OPENINGS FOR THE MONTH OF:

OCTOBER 2023

LIVING BY FAITH
328 W LINCOLN ST
TULLAHOMA, TN 37388

JUST RIGHT CONSTRUCTION LLC
5021 LADY THATCHER DR
MURFREESBORO, TN 37129

CHRISTYS CREATIVE CUTS
704 CEDAR LN
TULLAHOMA, TN 37388

BARRETT CONSTRUCTION & RENOVATION LLC
905 KENNEDY DR
MANCHESTER, TN 37355

NORTH JACKSON NUTRITION II
800 N JACKSON ST
TULLAHOMA, TN 37388

BLOKES
511 E CARROLL ST
TULLAHOMA, TN 37388

DIVINE CANINE PET GROOMING & SPA
109 N VINE ST
TULLAHOMA, TN 37388

T-TOWN TRUCKING LLC
910 BRAGG CIRCLE
TULLAHOMA, TN 37388

TULLAHOMA SEAT COVER LIMITED
339 W LINCOLN ST
TULLAHOMA, TN 37388

LEAFFILTER
1595 GEORGETOWN RD
HUDSON, OH 44236

PRESTIGE PAINTING
11255 OLD TULLAHOMA RD
TULLAHOMA, TN 37388

L AND H INDUSTRIES
718 CLEMENT DR
TULLAHOMA, TN 37388

Number of Businesses: (12)

Please Note some of the business' (Construction Contractor's) will not have an actual Tullahoma presence but are required to have a license based upon the value of the work they are performing here in Tullahoma City limits.

CITY OF TULLAHOMA
Human Resources Department
October 2023

Recruitment

FULL-TIME		PART-TIME	
<i>Filled Positions</i>	<i>Open Positions</i>	<i>Filled Positions</i>	<i>Open Positions</i>
Planning & Codes Director Deputy Fire Chief Animal Control Officer Executive Secretary PW Driver I School Resource Officer (2) Mechanic Asst. Finance Director/Treasurer	Police Officer (4) Technical Support Specialist PW Driver I	Recreation Leader	Recreation Leader Lifeguard School Crossing Guard

	<i>FY24-YTD</i>	<i>FY23-YTD</i>	<i>FY22</i>	<i>FY21</i>
FT Employee Turnover	7.10%	23.78%	16.15%	15.82%
# Full-time Hired	19	38	21	27
# Part-time Hired	16	54	63	71
# FT Promotions	7	18	19	8

Workers' Compensation

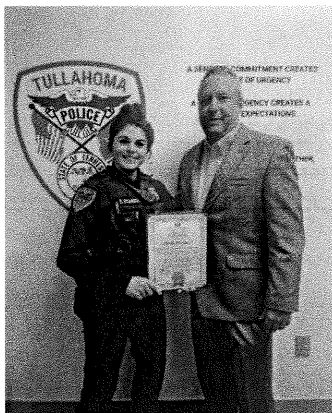
Employees who are injured on the job and require medical attention are reported to OSHA on a calendar year basis. Employees report injuries that do not require a doctor's appointment in the event they have a future need for medical attention.

	<i>CY23 - YTD</i>	<i>CY22</i>	<i>CY21</i>	<i>CY20</i>
Medical Attention Required	18	16	23	24
No Medical Attention	12	20	13	29

Employee Health Fair

The annual Employee Health Fair was held in partnership with Vanderbilt Tullahoma – Harton Hospital. Free blood screenings, flu shots and wellness information were provided. There were 92 attendees that included full and part-time employees and spouses covered under the city's health insurance. The health fair also included benefit information, chiropractic adjustments and Blood Assurance attended for anyone wishing to donate blood.

Employee of the Month



November Employee of the Month

I would like to nominate Officer Kayla Brannom (B nights) for employee of the month. I do not work with Kayla; however, her work ethic is noticeable through her reports. It is apparent that Officer Brannom keeps herself busy on night shift by self-initiating activity and deterring crime through the arrests that are made. Officer Brannom demonstrates pride in her work, and it shines through in her detailed reports. Officer Brannom participates in volunteer opportunities the police department hosts, such as National Night Out, which shows she cares for the community she serves. Her interaction with the public has always been positive and she deserves to be recognized for her great work.

Submitted by: Investigator Jessica Taylor

DATE: October 2023

TULLAHOMA
FIRE/RESCUE
OPERATION SHEET

STRUCTURES FIRES	<u>3</u>	MOTOR VEHICLE ACCIDENT	<u>11</u>
MEDICAL 1st RESPONDER	<u>184</u>	PUBLIC ASSIST.	<u>10</u>
TRASH OR RUBBISH	<u>2</u>	INVESTIGATE	<u>0</u>
FIRE ALARM	<u>22</u>	MUTUAL AID	<u>0</u>
LEAKS OR SPILLS	<u>3</u>	OTHER	<u>0</u>
TOTAL RESPONSE CALLS	<u>235</u>		
DOLLAR AMOUNT SAVED	<u>2,018,037.00</u>	DOLLAR AMOUNT LOSS	<u>111,978.00</u>

INSPECTORS ACTIVITY SHEET

FIRE RESPONSE	<u>08</u>	COMM. ASSIST	<u>28</u>
FIRE INVESTIGATIONS	<u>07</u>	STORM WATER INSPECTION	<u>04</u>
NEW FACILITY INSPECTION	<u>09</u>	EXISTING FACILITIES	<u>18</u>
TRAINING HOURS	<u>40</u>		

PUBLIC EDUCATION

TOTAL PROGRAMS	<u>29</u>	CONTACT WITH ADULTS	<u>1534</u>
CONTACT WITH CHILDREN	<u>3186</u>		

TRAINING IN-HOUSE & OUTSIDE THE DEPT.

DAILY TRAINING 32(ffs) 960hrs

Fire Investigator 3(ffs) 160hrs

Fire Instructor 1 1(ff) 40hrs

TEMA Haz Mat Tech 5(ffs) 400hrs

TOTAL HOURS 1560

PUBLIC RELATIONS

10/1-10/31 Smoke Alarm Program 16Adults 8Child

10/04/2023 Development Meeting

10/11/2023 Development Meeting

10/18/2023 Development Meeting

10/25/2023 Development Meeting

BURNING PERMITS 97



INCIDENTS: REVIEWED INCIDENT COUNTS

Tullahoma Fire Department | Last Refresh: 11/5/2023 8:00 PM

235 Incidents Filtered 1 Not Reviewed 2,143 Incidents YTD 1,985 Prior YTD 158 % over PYTD 8% % over PYTD

of Incidents by Month

● # of Incidents ● # of Incidents (Prior Year)



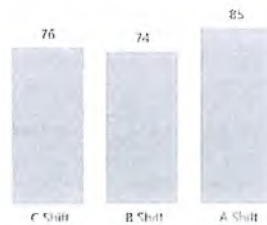
Incident Series

Incident Series	# of Incidents
1XX - Fire	8
3XX - Rescue & Emergency Medical Service Incident	184
4XX - Hazardous Condition (No Fire)	3
5XX - Service Call	17
7XX - False Alarm & False Call	22
9XX - Special Incident Type	1
Total	235

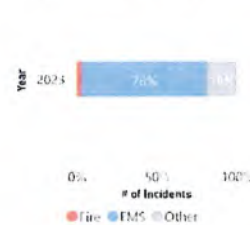
Top Stations by # of Incidents



of Incidents by Shift



of Incidents by Category





INCIDENTS: PERCENTILE REPORT

Tulahoma Fire Department | Last Refresh: 11/5/2023 8:00 PM

235

Incidents Filtered

233

Incidents w/ a Response

216 (93%)

Incidents Meeting Goals

SETTINGS

Turnout Time



Effective Response Force: 2

% of Incidents Meeting Goals

100%

Time Goal: > min 0 sec

Percentile Goal: 0.90



50%

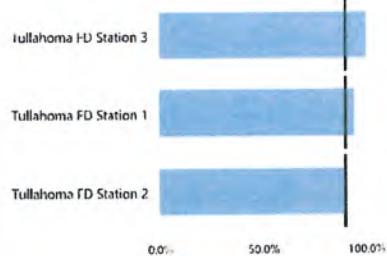
(Updates to settings may take up to one minute to apply)

Definitions

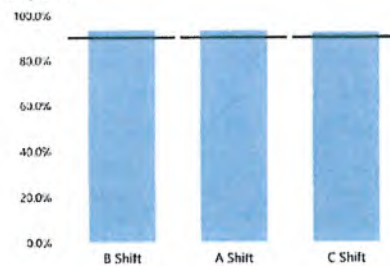


Oct 2023

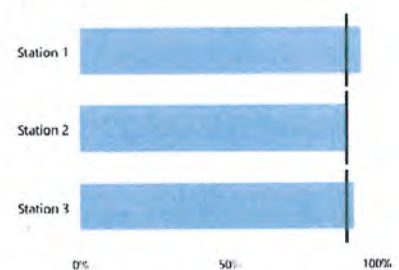
% by Station



% by Shift



% by Zone





INCIDENTS: PERCENTILE REPORT

Tulahoma Fire Department | Last Refresh: 11/5/2023 8:00 PM

235

Incidents Filtered

233

Incidents w/o Response

156 (67%)

Incidents Meeting Goals

SETTINGS

Response Time

Effective Response Force: 2

Time Goal: 5 min 0 sec

Percentile Goal: 0.90

% of Incidents Meeting Goals

100%

50%

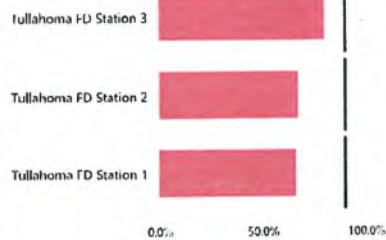
0%

156 (67%) of incidents are meeting the Response Time goal of 5 min and 0 sec with an effective response force of 2 personnel

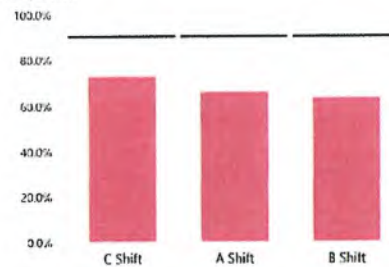
(Updates to settings may take up to one minute to apply)

Definitions

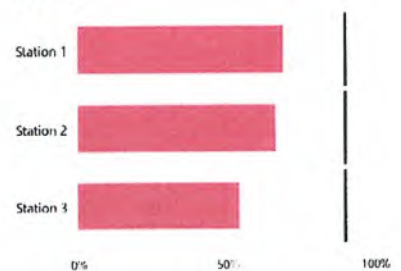
% by Station



% by Shift



% by Zone



RESET





Tullahoma Fire Department

Community Risk Monthly Report

October 2023

Date	Place	Itinerary	# Children	# Adults
	City of Tullahoma	9-Smoke Alarm Installations	8	16
10-2-23	Learning Place Preschool	Fire Safety Talk	35	5
10-3-23	Learning Place Preschool	Fire Safety Talk	30	5
10-3-23	Frazier McEwen Park	National Night Out	200	150
10-4-23	East Lincoln Elementary	Fire Safety Talk 5,3,1	193	25
10-4-23	NCI Nucorse Inst.	CPR Class	0	22
10-5-23	Little Angels Daycare	Fire Safety Talk	20	5
10-5-23	East Lincoln Elementary	Block road for children to cross- (children walking to Waters Edge Chocolate for field trip)	69	5
10-7-23	Manchester Raiders Academy	Old Timers Day Parade	250	150
10-9-23	City Hall	Fire Pup attend Board meeting for Fire Prevention Week	0	50
10-12-23	Tullahoma Fire Department	Fire Safety Talk for the Cub Scouts 0513	20	10
10-14-23	Blood Assurance	Battle of the Badges	0	100
10-14-23	Lowe's	Lowe's Fire Safety Event	150	100
10-16-23	ABC Academy	Fire Safety Talk	55	20
10-17-23	DW Wilson	CPR Class	0	15
10-18-23	Grow in Grace Preschool	Fire Safety Talk	65	15
10-19-23	Tullahoma Daycare	Fire Safety Talk	28	10
10-21-23	C&J Tire and Brake	Collect toys for annual Toy Drive-Antique Fire Truck	75	75
10-23-23	EnableComp	Fire Extinguisher Class	0	8
10-25-23	East Lincoln Elementary	Fire Safety Talk 4,2,K	203	25
10-26-23	Robert E Lee Elementary	Fire Safety Talk (All classes except 3 rd grade)	429	25
10-27-23	DW Wilson	Fire Extinguisher Class-Health Fair for City	0	150
10-27-23	Tullahoma Fire Department	THIS Program for students transitioning from school to work tour our station and speak to our firefighters about being a career firefighter	22	8
10-28-23	Jennings Point	Jennings Point Halloween Parade	40	15
10-28-23	Hands on Science Center	Trunk or Treat	350	150
10-28-23	Mycr's Automotive	Trunk or Treat	250	50
10-28-23	Manchester Fair Grounds	National First Responders Day Event	50	100
10-31-23	Joyful Noise Daycare	Fire Safety Talk	14	5
10-31-23	West Middle School	Pumpkin Drop	130	20
10-31-23	City Hall	Chief Pearson and Fire Pup treat the kids for Halloween	150	50
10-31-23	Chick-fil-a	Trunk or Treat	350	150
			TOTAL-3186	TOTAL-1534



TULLAHOMA FIRE DEPARTMENT

"Serving Bravely for over 100 years"

P.O. Box 807, Tullahoma, TN. 37388
(931)455-0936

Chief,

06 Nov 2023

Listed below are the Tullahoma Fire Marshal's monthly activities for, October 2023

New Facility / Occupancy Inspections.....	09
Existing Facility Inspections, Large Burns, Hydrant Assistance.....	18
Storm Water Inspections.....	04
Fire Response.....	08
Fire Investigations.....	07
Plans Review.....	14
Pre-Incident Plans.....	10
Training Hours.....	40
Community Assistance.....	28
Monthly Fire Loss Totals (Contents Included)	\$ 111,978.00
Monthly Fire Loss Prevented Totals (Estimation of Content Value Included)...	\$ 2,018,037.00

**** (DATA FOR OCT FIRE LOSS/PREVENTED TOTALS NOT COMPLETE AT THIS TIME)**

Will be reflected in next month's report. **

Nick Kimbro
Fire Marshal, City of Tullahoma
Tennessee Certification # 3563



TULLAHOMA FIRE DEPARTMENT

"Serving Bravely for over 100 years"

P.O. Box 807, Tullahoma, TN. 37388

(931)455-0936

**Cost Estimate Analysis for: 306 Druid Lane
Fire Occurring on: 10/28/2023
O/C Ruled – Accidental**

Structure value based on insurance information: \$163,875.00

Repair value based on insurance estimate:	\$001,500.00
Contents loss estimate: (Vehicle)	\$00,000.00
Property Value Estimate:	\$00,000.00

Total Fire Loss	\$001,500.00
Total Fire loss Prevented	\$162,375.00

Cost estimates obtained from: Farm Bureau

Nick Kimbro
Fire Marshal
City of Tullahoma

This cost analysis is based on the information currently available. Should additional relevant information become available, this investigator reserves the right to determine the impact, if any, the new information may have on data presented in this report, and to revise such data if necessary and warranted.



TULLAHOMA FIRE DEPARTMENT

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**Cost Estimate Analysis for: 516 N.E. Atlantic St.
Fire Occurring on: 10/26/2023
O/C Ruled – Accidental**

Structure value based on insurance information: \$160,000.00

Repair value based on insurance estimate:	\$001,600.00
Contents loss estimate: (Vehicle)	\$00,000.00
Property Value Estimate:	\$00,000.00

Total Fire Loss	\$01,600.00
Total Fire loss Prevented	\$158,400.00

Cost estimates obtained from: Berkshire Hathaway Insurance

Nick Kimbro
Fire Marshal
City of Tullahoma

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TULLAHOMA FIRE DEPARTMENT

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P.O. Box 807, Tullahoma, TN. 37388

(931)455-0936

**Cost Estimate Analysis for: 1102 E. Warren St
Fire Occurring on: 10/14/2023
O/C Ruled – Accidental**

Structure value based on insurance information: \$132,600.00

Repair value based on insurance estimate:	\$018,500.00
Contents loss estimate: (Vehicle)	\$05,000.00
Property Value Estimate:	\$00,000.00

Total Fire Loss	\$023,500.00
Total Fire loss Prevented	\$109,100.00

Cost estimates obtained from: Farm Bureau

Nick Kimbro
Fire Marshal
City of Tullahoma

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TULLAHOMA FIRE DEPARTMENT

"Serving Bravely for over 100 years"

P.O. Box 807, Tullahoma, TN. 37388

(931)455-0936

**Cost Estimate Analysis for: 911 First Ave
Fire Occurring on: 10/23/2023
O/C Ruled – Accidental**

Structure value based on insurance information: \$183,900.00

Repair value based on insurance estimate:	\$060,000.00
Contents loss estimate: (Vehicle)	\$00,000.00
Property Value Estimate:	\$00,000.00

Total Fire Loss	\$060,000.00
Total Fire loss Prevented	\$123,900.00

Cost estimates obtained from: Penn Nat'l Insurance

Nick Kimbro
Fire Marshal
City of Tullahoma

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TULLAHOMA FIRE DEPARTMENT

"Serving Bravely for over 100 years"

P.O. Box 807, Tullahoma, TN. 37388
(931)455-0936

Cost Estimate Analysis for: 509 E Grizzard St
Fire Occurring on: 10/2/2023
O/C Ruled – Accidental

Structure value based on insurance information: \$184,000.00

Repair value based on insurance estimate:	\$001,800.00
Contents loss estimate: (Vehicle)	\$00,000.00
Property Value Estimate:	\$00,000.00

Total Fire Loss	\$001,800.00
Total Fire loss Prevented	\$182,200.00

Cost estimates obtained from:

Nick Kimbro
Fire Marshal
City of Tullahoma

This cost analysis is based on the information currently available. Should additional relevant information become available, this investigator reserves the right to determine the impact, if any, the new information may have on data presented in this report, and to revise such data if necessary and warranted.

Parks and Recreation

Monthly Usage Report – October 2023

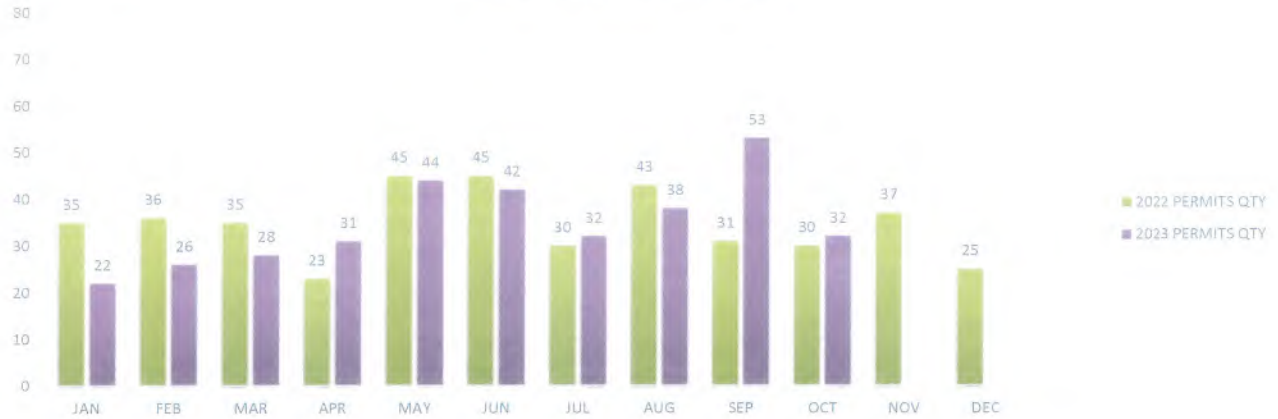
October 2023 Parks & Recreation Report		plus/minus since last month
Membership Summary	Total	
Active Members	1963	103
Facility Usage - Number of visits		
30-Day Family Pass Resident	32	16
30-Day Family Pass Non-resident	10	10
30-Day Individual Pass Resident	61	2
30-Day Individual Pass Non-resident	0	0
30-Day Pass Senior Couple Resident	91	16
30-Day Pass Senior Couple Non-resident	0	0
30-Day Pass Senior Resident	75	(2)
30-Day Pass Senior Non-resident	6	3
Individual Annual Resident	591	(86)
Individual Annual Non-resident	42	(17)
Family Annual Resident	1	0
Senior Annual Resident	60	(3)
Senior Annual Non-Resident	24	20
Senior Annual Couple Resident	22	13
Senior Annual Couple Non-Resident	36	17
Health Plan Members	488	21
85+ Annual Membership	74	(18)
Resident Basketball Pass	388	19
City of Tullahoma Employee	108	26
Transfers from Habortouch System	71	(15)
Student Members	714	(3)
Total Visits - Members	2894	19
Daily Fee Passes	344	(62)
Total Visits - All Users	3238	(43)
Pool Parties		
Public Pool Parties - Indoor	5	2
Private Pool Parties - Indoor	0	(3)
Public Pool Parties - Outdoor	0	0
Private Pool Parties - Outdoor	0	0
Facility Rentals		
Pavillions	16	(8)
Field Rentals	9	(33)
Meeting Rooms	104	(5)

PERMIT ACTIVITY REPORT
TULLAHOMA PLANNING AND CODES DEPARTMENT
OCTOBER 2023

DATE	RES NEW QTY	RES NEW VAL	RES OTHER QTY	RES OTHER VAL	COMM NEW QTY	COMM NEW VAL	COMM OTHER QTY	COMM OTHER VAL	TOTAL QTY	TOTAL VAL
SEP	15	\$3,665,995.79	20	\$510,524.90	1	\$13,515,681.28	17	\$106,739.00	53	\$17,798,940.97
OCT	11	\$4,173,900.70	13	\$80,741.93	0	\$0.00	8	\$61,463.22	32	\$4,316,105.85

YTD	52	\$15,008,768.12	164	\$3,388,308.78	5	\$15,584,423.68	128	\$1,658,471.96	349	\$35,639,972.54
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TOTAL PERMITS ISSUED



Residential and Commercial **NEW** include includes ONLY new construction.

Residential and Commercial **OTHER** includes remodels, additions, accessory buildings, demolitions, signage, fireworks tents, zoning, stormwater, and bonds.

PROPERTY MAINTENANCE ACTIVITY REPORT

TULLAHOMA PLANNING AND CODES DEPARTMENT

October 2023

VIOLATION	QTY
Code Enforcement Officers	1
Staff Assistants	1
Staff Located Complaints	6
Complaints Received	15
Complaints Closed	7
Complaints Unresolved	64
City Attorney Cases	0
Citation / AHO	0
Citation / City Court	1
Total Site Inspections	26
Average Inspector Response Time (Days)	15
Average Case Resolution Time (Days)	45
Complaints Resolved by Owner	3
Unfounded Complaints	2
Accumulation of Rubbish	6
Unsafe Structures	0
Failure to Maintain Exterior	0
Inoperable Vehicle	2
Zoning Ord. Accessory Structure Location	1
TMC - Travel Trailer Locaton	1
Weeds/Tall Grass	3
Vacant Structure	0
Illegal Signs	0



Tullahoma Police Department Monthly Statistics for October 2023

Total miles patrolled for this month:	28,480
Total miles patrolled for same time last year:	27,126
Total police calls answered this month:	1,844
Total police calls answered for same time last year:	1,761
Total traffic accidents for this month:	66
Total traffic accidents for same time last year:	62
Total property damage accidents for this month:	50
Total property damage accidents for same time last year:	54
Total traffic accidents with injury for this month:	16
Total traffic accidents with injury same time last year:	7
Includes 1 Fatal Crash	
Total citations issued this month:	158
Total citations issued for same time last year:	141
Total arrests made for this month:	119
Total arrests made for same time last year:	113

Animal Control Stats

Animals in Shelter September 30	62
Animals Taken to pound October	27
Animals Taken out of pound October	28
Animals in Shelter October 31	61

CITY OF TULLAHOMA

Public Works Department

October 2023

Department Staffing:

Streets/Stormwater Management: 23 full time
Sanitation: 12 full time, 1 part time
Public Works Administration: 4 full time
Mechanics: 4 full time
Maintenance: 2 full time

Monthly Manhours Worked:

October 2023 = 7295 hrs. = 42 Full-Time Equivalent Employees
(4 weeks reporting period)

Budget Appropriation:

Total Public Works: \$7,251,310

Monthly Activity Summary:

Streets/Stormwater Management:

No. Signs Installed / Repaired	54
Asphalt Placed in Tons (cold patching/hot mix)	6
Asphalt Monitored in Tons (placed by others)	9,335
Stone / Rock spread (Tons)	188
Road Salt Spread (Tons)	0
Sidewalks and Curbs Repaired	138 LF
Ditches / Tile Cleaned During Storm (Man hours)	6 hrs
Ditch work/Tile Installed (LF)	143 LF/26 LF
Tree Removal or Trimming (Man hours)	4
No. of Drainage Complaints Received	11
No. of Drainage Complaints Corrected	11
Street striping / painting (Man hours)	0
ADA Transition Plan Fieldwork (Man hours)	0
ADA Sidewalk Work	138 LF
ADA HC Ramp Upgrades	8

Sanitation:

Residential Garbage Collection (Tons / No. Of Homes)	566.30/10,000 +
Commercial Garbage Collection (Tons / No. Of Businesses)	426.61/ 800+
New/Replacement Residential Garbage Cans Provided	20
New/Replacement Dumpsters Provided	1
City Cemetery Maintenance (Man hours)	0
Other maintenance, weeding/mowing (man hours worked)	960 hours
Brush/Leaf Collected (No. of Flat Bed Trucks)	90 loads
Brush/Leaf Collected (No. of Swa-car Loads)	65 loads
Litter Pickup (Man hours Worked)	120
No. of calls received (Sanitation / Streets)	382
Work Orders	184
Total Bio Bags	1263 bags
Total Bags of Litter	119
Call Out Overtime Hours	2 hours
Oct Cardboard Sold/Value	144.81 tons/\$13,756
Oct Newsprint Sold/Value	no totals for Oct
Oct Metal Sold/Value	15.87 tons
Oct Plastic Sold/Value	no totals for Oct

- *Cleanup and rebuild from Shop fire
- *W Waggoner culvert project
- *TDOT Short Springs Guardrail Project
- *TDOT Ledford Mill Road Widening Project
- *TDOT Cedar Lane Sidewalk Project
- *Ovoca Sidewalk Project
- *Phase II So Jackson Civic Ctr Parking, Lighting
- *MS4 Stormwater permits and inspections
- *Litter collection effort - city wide
- *Permanent pavement - State & City Routes
- *Recruiting additions to cardboard recycling
- *City Cemetery record maintenance and lot sales
- *Grading City alleys
- *ROW mowing
- *Clean up, mow, and trim city cemeteries
- *Routine weekly appliance pick-up
- *Routine patching potholes
- *Routine dozer work at leaf pit
- *Tree limb trimming on city right of way
- *Routine stormdrain clean outs
- *Routine tire removal - Manchester Tire Center
- *City wide curb cleaning
- *Dumpster & cart repairs
- *Daily Bio Bag pick up
- *Tree trimming on city streets
- *Tornado and storm cleanup
- *Repair and replace lights on the square
- *Prep for 41A Music Festival
- *Stormwater-Master Plan Study Project
- *Stormwater-Study South Fork of Rock Creek Project
- *Stormwater-North Washington Drainage Study Project
- *Stormwater-Ovoca/Riley Creek Drainage Project
- *Stormwater-Jefferson Street Drainage Project

In Progress
Closeout Phase
Project Closeout
In Progress Eng. Design Phase
In Progress Eng. Design Phase
In Progress Getting ready to bid
In Progress Engineering (pricing)
In Progress
In Progress
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In Progress
Completed
Completed
Document Gathering
Document Gathering
Document Gathering
Document Gathering
Document Gathering

Streets paved in October:

New Rock Creek Road
E Grizzard Street
Kingsridge Blvd.
Linkside Drive
Walker Street
Ridgewood Drive
Merry Oaks Drive
Sherwood Drive
Heritage Drive
W Hogan Street
White Oak Street
Bragg Circle
Cumberland Ave.
Ashley Drive
Rutledge Ct.

MONTHLY WORK ORDERS

FACILITIES MAINTENANCE

DATE 11-2-23

PUBLIC WORKS	<u>18</u>
RECREATION	<u>142</u>
CODES	<u>6</u>
POLICE	<u>8</u>
FIRE	<u>4</u>
CITY HALL	<u>100</u>
MAINTENANCE	<u>16</u>
<u>TOTAL</u>	<u>294</u> HOURS
 CUSTODIAL	 <u>162</u> HOURS

* USED PWKS Employees additional 10 hrs.
at City Hall

* REC DEPT. approx 4 hrs at City Hall

Ym H 11-2-23

BOARD OF MAYOR AND ALDERMEN (BMA)
MINUTES FOR
October 23, 2023

The Board of Mayor and Aldermen of the City of Tullahoma, Coffee and Franklin Counties, Tennessee assembled at the Municipal Building, in Tullahoma, for a meeting on Monday, October 23, 2023, at 5:30 p.m. with Mayor Ray Knowis presiding and the following named members of the Board of Mayor and Aldermen: Jenna Amacher, Daniel Berry, Kurt Glick, Derick Mann, Jerry Mathis and Bobbie Wilson.

Mr. Jason Quick, City Administrator; Mr. Stephen M. Worsham, City Attorney; Mrs. Sue Wilson, Finance Director; Mr. Charles Rush, Planning Director; and Mrs. Lori Ashley, City Recorder were present at the meeting.

Mayor Ray Knowis called the meeting to order.

The Invocation was said by Christine Jones, and she led the Pledge of Allegiance.

COMMENDATIONS AND CERTIFICATES: N/A

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATION:

A Proclamation recognizing November 2023 as Family Court Awareness Month.

A Special Presentation from Allen Potter with Tullahoma Utilities Authority and John Long with Tennessee Valley Authority.

COMMENTS FROM CITIZENS:

Brian Skelton, 105 Blantonwood, President of TUA – Spoke to the Board of Mayor and Alderman about Ordinance No. 1616. He asked that the board postpone voting on this matter until the Underground Utility Owners and Public Works could have the opportunity to discuss a solution that would work for everyone.

THE AGENDA WAS PRESENTED FOR APPROVAL

A motion was made by Alderman Berry and seconded by Alderman Mathis to approve the agenda.

On roll call all members voted aye and it was so ordered.

REPORTS FROM THE MEMBERS OF THE BOARD OF MAYOR AND ALDERMEN

ALDERMAN WILSON – Reminded everyone that Finding Nemo will be playing this weekend at South Jackson.

ALDERMAN MANN – Attended the Oktoberfest at South Jackson, and we had our final Charter Revision Meeting, on November 6th we will be having a study session to discuss the changes.

ALDERMAN MATHIS – No report.

ALDERMAN BERRY – Attended the Oktoberfest at South Jackson Street. Congratulated the Employee of the Month, Randall Boyette. Tomorrow the Lions Bowl will be held in Tullahoma at 6 and 7:30. Playoff games at Waggoner for the Frank Mullins League will be held tomorrow night as well.

ALDERMAN GLICK – Attended the CPDC meeting where they discussed their schedule for the year.

ALDERMAN AMACHER – Stated she has had some complaints on our Administrative Hearing Officer and the fines associated. Will be renewing her advocacy for a Board of Appeals. She has reviewed the Street Cut Ordinance but is supportive of Mr. Skelton and wants an Ordinance that works for everyone.

MAYOR RAY KNOWIS – Announced there were two appointments to the Tullahoma Housing Authority. Ken Mackay to serve a full term ending on October 31, 2028, and Ashley Abraham to serve the remainder of an unexpired term ending on October 31, 2027.

CITY ATTORNEY – No report.

CITY ADMINISTRATOR – Mr. Quick met with several organizations including the Sunshine and Noon Rotary Clubs, Coffee County Leadership Program sponsored by the Tullahoma and Manchester Area Chamber of Commerce. Leadership Tullahoma meetings have continued, as well as Coffee with Citizens. He attended the Charter Meetings. We have been interviewing for an IT Specialist and Assistant Finance Director. Happy to report that the sales tax is up 14.5% over this time last year.

CONSENT AGENDA:

Item No. 23-186 – Minutes of the October 9, 2023, Regular Meeting.

Item No. 23-187 – Request to approve a Permit Request for Special Event Signs in the Public Way for the South Jackson Performing Arts Center “Christkindlmarkt” Christmas Event and waive all permit fees.

Item No. 23-188 – Set a Public Hearing and First Reading for November 13, 2023, on a Text Amendment to the fire code with the 2021 Edition from the International Code Council and subsequent ordinance changes needed to facilitate this change.

A motion was made by Alderman Berry and seconded by Alderman Mathis to approve the consent agenda.

On roll call all members voted aye and it was so ordered.

UNFINISHED BUSINESS:

Ordinance No. 1609 – An Ordinance to adopt a new Chapter in Title 18: Water, Wastewater & Stormwater “Chapter 6: Floodplain Management” of Title 18 of the City of Tullahoma, Tennessee, as set forth in the Tullahoma Municipal Code, for passage on the second and final reading.

A motion was made by Alderman Berry and seconded by Alderman Wilson to approve Ordinance No. 1609.

On roll call all members present voted aye and it was so ordered.

Ordinance No. 1610 – An Ordinance to amend Title 18: Water, Wastewater & Stormwater, Chapter 2: Stormwater Management of the City of Tullahoma, Tennessee, as set forth in the Tullahoma Municipal Code, for passage on the second and final reading.

A motion was made by Alderman Berry and seconded by Alderman Wilson to approve Ordinance No. 1610.

On roll call all members present voted aye and it was so ordered.

Ordinance No. 1611 – An Ordinance to amend the zoning map of the City of Tullahoma, Tennessee, as set forth in the Tullahoma Municipal Code, to re-zone a parcel located along S Anderson St (Coffee County 127D, Group A, Parcel 10.00) from General Commercial (C-2) to Neighborhood Commercial (C-3) Zoning District, for passage on the second and final reading.

A motion was made by Alderman Berry and seconded by Alderman Glick to approve Ordinance No. 1611.

On roll call all members present voted aye and it was so ordered.

Ordinance No. 1612 – An Ordinance to amend the Zoning Ordinance of the City of Tullahoma, Tennessee, by amending Article V General Provisions – Section 503 Accessory Uses and Structures “C. Location of Accessory Buildings, 3B Residential Accessory Structures Requirements, for passage on the second and final reading.

A motion was made by Alderman Mann and seconded by Alderman Berry to approve Ordinance No. 1612.

On roll call all members present voted aye and it was so ordered.

Ordinance No. 1613 – An Ordinance to amend the Zoning Map of the City of Tullahoma, Tennessee, as set forth in the Tullahoma Municipal Code, to re-zone a parcel located along N Jackson St (Coffee County 107, Parcel 17.00 and Coffee County 108, Parcel 95.00) from Agriculture (AG) to Planned Mixed-Use Zoning District, for passage on the second and final reading.

A motion was made by Alderman Mann and seconded by Alderman Berry to approve Ordinance No. 1613.

On roll call all members present voted aye and it was so ordered.

NEW BUSINESS:

Ordinance No. 1607 – An Ordinance to amend Chapter 2 (Building Code), Chapter 3 (Electrical Code), Chapter 4 (Gas Code), Chapter 5 (Housing Code), Chapter 7 (Plumbing Code), Chapter 8 (Mechanical Code), Chapter 9 (Residential Code), Chapter 11 (Energy Conservation Code), Chapter 10 (International Property Maintenance Code), Chapter 13 (Existing Building Code) of Title 12 (Building Utility, Etc. Codes) of the Municipal Code of the City of Tullahoma, Tennessee, for passage on the first of two readings.

A motion was made by Alderman Berry and seconded by Alderman Wilson to approve Ordinance No. 1607.

On roll call all members present voted as follows;

Aye(s): Berry, Glick, Knowis, Mathis, Mann, Wilson
Abstain(s): Amacher

The vote being six (6) aye(s) and one (1) abstain(s) the motion passed and it was so ordered.

Ordinance No. 1616 – An Ordinance to amend the Code of Ordinances of the City of Tullahoma, Tennessee by repealing Chapter 2 (Excavations and Curb Cuts) of Title 16 (Streets and Sidewalks, Etc.), in its entirety and adopting a New Chapter 2 (Excavations and Curb Cuts) of Title 16 (Streets and Sidewalks Etc.) for passage on the first of two readings.

A motion was made by Alderman Berry and seconded by Alderman Mathis to approve Ordinance No. 1616.

A discussion ensued.

A motion was made by Alderman Berry and seconded by Alderman Amacher to postpone Ordinance No. 1616 until the December meeting and schedule a study session to review the Ordinance prior to the December meeting.

On roll call all members voted as follows;

Aye(s): Amacher, Berry, Glick, Knowis, Mathis, Wilson
Nay(s): Mann

The vote being six (6) aye(s) and one (1) nay(s) the motion passed and it was so ordered.

Item No. 23-189 – Consider approval of the purchase of two John Deere Gator TX utility carts at the Sourcewell / state contract price of \$19,126.52.

A motion was made by Alderman Berry and seconded by Alderman Mathis to approve Item No. 23-189.

On roll call all members present voted aye and it was so ordered.

Item No. 23-190 – Consider approval of awarding a bid to C&H Commercial Contractors in the amount of \$139,690 to replace a chain link backstop at the Greene Field inside Waggoner Park.

A motion was made by Alderman Berry and seconded by Alderman Wilson to approve Item No. 23-190.

On roll call all members present voted aye and it was so ordered.

Item No. 23-191 – Confirm the Appointment of Planning and Codes Director as recommended by the City Administrator.

A motion was made by Alderman Berry and seconded by Alderman Mann to approve Item No. 23-191.

On roll call all members present voted aye and it was so ordered.

A motion was made by Alderman Amacher and seconded by Alderman Berry to reconsider Ordinance No. 1613.

On roll call all members voted aye and it was so ordered.

Ordinance No. 1613 – An Ordinance to amend the Zoning Map of the City of Tullahoma, Tennessee, as set forth in the Tullahoma Municipal Code, to re-zone a parcel located along N Jackson St (Coffee County 107, Parcel 17.00 and Coffee County 108, Parcel 95.00) from Agriculture (AG) to Planned Mixed-Use Zoning District, for passage on the second and final reading.

A motion was made by Alderman Berry and seconded by Alderman Wilson to approve Ordinance No. 1613.

On roll call all members present voted as follows;

Aye(s): Berry, Glick, Knowis, Mathis, Mann, Wilson
Abstain(s): Amacher

The vote being six (6) aye(s) and one (1) abstain(s) the motion passed and it was so ordered.

There being no further business to come before the Board of Mayor and Alderman at this time, the Board Meeting adjourned at 6:48 p.m.

CITY RECORDER

MAYOR

**PUBLIC HEARING
MINUTES
October 23, 2023**

The Board of Mayor and Aldermen of the City of Tullahoma, Coffee and Franklin Counties, Tennessee met in a Public Hearing at the Municipal Building, in Tullahoma, on Monday, October 23, 2023, with Mayor Ray Knowis presiding and the following named members of the Board: Jenna Amacher, Daniel Berry, Kurt Glick, Derick Mann, Jerry Mathis, and Bobbie Wilson.

Mr. Jason Quick, City Administrator; Mr. Stephen M. Worsham, City Attorney; Mrs. Sue Wilson, Finance Director, Charles Rush, Planning Director, and Mrs. Lori Ashley, City Recorder were also present at the meeting.

Mayor Ray Knowis opened the Public Hearing and read the notice for the following:

A Public Hearing on a Text Amendment to the building, mechanical, plumbing, existing building, energy conservation, property maintenance, fuel gas codes with 2018 edition from the International Code Council.

Since there were no comments by the public; Mayor Knowis closed this hearing.

All public hearing(s) for this evening were adjourned at 5:32 p.m.

CITY RECORDER

MAYOR

CITY OF TULLAHOMA
BUILDING & CODES DIVISION

P.O. Box 807
Tullahoma, TN 37388



Phone: (931)455-2282

Fax: (931)454-1765

Date: November 13, 2023

Agenda No.: Ordinance No. 1607

From: Matthew Singleton, Building Official

Subject: Amending Title 12 by adopting the 2018 ICC code cycle

Background:

The purpose of amending Title 12 is to adopt the 2018 International Code Council code cycle. The Tennessee Department of Commerce and Insurance (0780-02-02-.05) requires local governments to be within seven years of the most current published edition of a building construction or fire safety standard. This includes adopting the 2018 edition of the Building code, Residential code, Swimming Pool & Spa code, Plumbing code, Fuel Gas code, Mechanical code, Energy Conservation code, Property Maintenance code, and the Existing Building Code, as well as doing away with the Performance code.

Recommendation:

Approve the attached ordinance on second and final reading.

ORDINANCE NO. 1607

AN ORDINANCE TO AMEND CHAPTER 2 (BUILDING CODE), CHAPTER 3 (ELECTRICAL CODE), CHAPTER 4 (GAS CODE) CHAPTER 5 (HOUSING CODE), CHAPTER 7 (PLUMBING CODE), CHAPTER 8 (MECHANICAL CODE), CHAPTER 9 (RESIDENTIAL CODE), CHAPTER 11 (ENERGY CONSERVATION CODE), CHAPTER 10 (INTERNATIONAL PROPERTY MAINTENANCE CODE), AND CHAPTER 13 (EXISTING BUILDINGS CODE) OF TITLE 12 (BUILDING UTILITY, ETC. CODES) OF THE MUNICIPAL CODE OF THE CITY OF TULLAHOMA, TENNESSEE.

WHEREAS, the State of Tennessee, Department of Commerce and Insurance requires municipalities to adopt updated codes and standards from time to time; and

WHEREAS, it is the desire of the City to provide for updated code references and standards for certain chapters in Title 12 (Building, Utility, Etc. Codes) from the 2015 to the 2018 standard.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE AS FOLLOWS:

Section 1. That Section 12-201 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof “2018 edition”

Section 2. That Section 12-202 “Amendments to ICC International Building Code” be deleted.

Section 3. That Section 12-305 to be deleted

Section 4. That Section 12-401 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof “2018 edition”

Section 5. That Section 12-402 “Amendments to ICC International Fuel Gas Code” be deleted.

Section 6. That Chapter 5 to be deleted

Section 7. That Section 12-701 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof “2018 edition”

Section 8. That Section 12-702 “Amendments to ICC International Plumbing Code” be deleted.

Section 9. That Section 12-801 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof “2018 edition”

Section 10. That Section 12-802 “Amendments to ICC International Mechanical Code” be deleted.

Section 11. That Section 12-901 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof the following:

12-901. Code Adopted. There is hereby adopted the 2018 International Residential Code with revisions thereof deleted, modified, or amended as further set forth in 12-902, or in conflict with this code of ordinances, a copy of which is on file in the city recorder’s office and the same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in relationship to all matters relative to one and two family dwellings, in so far as they apply.

12-902. Amendments to ICC International Residential Code. The ICC Residential Code for one- and two-family dwellings is amended as follows:

That Section R309.5 Fire Sprinklers, Section R313.1 Townhouse Automatic Fire Sprinkler Systems, and Section R313.2 One- and Two-Family Dwellings Automatic Fire Sprinkler Systems, shall be deleted, which however may be constructed and installed at the discretion of the owner.

Section 12. That Section 12-902 “Amendments to ICC International Residential Code” be deleted.

Section 13. That Section 12-1001 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof “2018 edition”

Section 14. That Section 12-1002 “Amendments to the International Property Maintenance Code” be deleted.

Section 15. That Section 12-1101 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof “2018 edition”

Section 16. That Section 12-1102 “Amendments to the International Energy Conservation (IECC) Code amended Sections 103.1 and 103.2 be deleted and amended as follows:

12-1102. Amendments to the International Energy Conservation Code. The amendments added as follows:

- (1) Section R402.4.1.2 Testing is deleted and replaced with Section R402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.
- (2) Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.
- (3) Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.

Section 17. That a new Section 12-1201 “Code Adopted” read as follows:

12-1201. Code Adopted. There is hereby adopted for the purposes of establishing rules and regulations to provide a reasonable level of safety and protection of health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location and maintenance or use of pools and spas emphasizing performance found in the International Swimming Pool and Spa Code, published by the

International Code Council, 2018 edition with revisions thereof hereafter enacted thereof, save and further set forth in 12-1202 or in conflict with this code of ordinances, a copy of which is on file in the city recorder's office and the same is hereby adopted and incorporated as fully as if set out at length herein, and the provision thereof shall be controlling in the construction of all buildings and other structures covered thereby, contained within the city.

Section 18. That a new section 12-1202 be adopted as follows:

12-1202. Amendments to ICC Swimming Pool and Spa Code. That Section 103.1 be of the International Swimming Pool and Spa Code are stricken and new Section 103.1 be created as follows:

Section 103.1. General. The Department of Building Codes is hereby created and the official charged with inspections and code enforcement of the adopted ICC Swimming Pool and Spa Code shall be known as the Building Official.

Section 19. That Section 12-1301 "Code Adopted" be amended by striking "2015 edition" and substituting in lieu thereof "2018 edition"

Section 20. That Section 12-1302 "Amendments to ICC International Existing Building Code" to be deleted.

Section 21. That all Ordinances in conflict herewith and all provisions in the Code of Ordinances of the City of Tullahoma, in conflict herewith are hereby repealed in their entirety, to the extent of any conflicts.

Section 22. That if any section, subsection, paragraph, sentence, item or clause of this Ordinance shall for any reason be declared unconstitutional or invalid, such declaration shall not affect any other portion of this Ordinance, it being the intent that the sections, subsections, paragraphs, sentences, items or clauses of this Ordinance shall be treated as severable.

Section 23. That this Ordinance shall take and be in full force and effect from and after its passage and from and after its caption being published one time in a newspaper of general circulation in Coffee County, Tennessee, the public welfare requiring it.

City of Tullahoma

By: _____

Ray Knowis, Mayor

ATTEST:

Mrs. Lori Ashley, City Recorder

APPROVED AS TO FORM AND LEGALITY:

Mr. Steve Worsham, City Attorney

PASSED ON FIRST READING: October 23, 2023

PASSED ON SECOND READING: _____



TULLAHOMA FIRE DEPARTMENT

"Serving Bravely for over 100 years"

P.O. Box 807, Tullahoma, TN. 37388
(931)455-0936



ORDINANCE NO. 1615

DATE: November 13, 2023
TO: Board of Mayor and Alderman
FROM: Kenneth Pearson, Fire Chief
SUBJECT: Amending Title 7 Chapter 2 and Title 7 Chapter 306

BACKGROUND

The purpose of amending Title 7 Chapter 2 (Fire Prevention Code) is to adopt the 2021 International Fire Code. The Tennessee Department of Commerce and Insurance (0780-02-02.05) requires local governments to be within seven years of the most current published edition of a building construction or fire safety standard. In addition, Title 7 Chapter 306 (Authority at Fires) is being amended to allow a more functional passing of authority at fires.

RECOMMENDATION

It is recommended that the Board of Mayor and Alderman approve on first of two readings.



TULLAHOMA FIRE DEPARTMENT

“Serving Bravely for over 100 years”

P.O. Box 807, Tullahoma, TN. 37388

(931)455-0936



2018 Key Changes from 2015

- New provisions address hazards related to outdoor pallet storage, higher education laboratories, mobile food trucks and plant processing and extraction activities.
- Required sprinkler protection of Group E occupancies has been expanded through the introduction of a new thresholds related to fire areas.
- Manual fire alarm systems in Group A occupancies are now required not only when the occupant load is 300 or more but also where the occupant load exceeds 100 above or below the lowest level of exit discharge.
- A manual fire alarm system and an automatic smoke detection system are no longer required in Group R-4 occupancies.
- Mass Notification Requirements for college and university buildings have been added to the code.
- New provisions require illumination for the exit discharge path of travel to the public way or to a safe dispersal area for all occupancies.
- Sprinkler protection is now required in existing Group A-2 occupancies having an occupant load of 300 or more where alcoholic beverages are consumed.
- A new chapter has been added to address issues related to Energy Systems.
- Provisions have been added to address the hazards associated with outdoor assembly events, indoor trade shows and exhibitions.
- The fire watch requirements for construction and demolition activities have been enhanced.
- The provisions for the maintenance of fire and smoke protection features in Chapter 7 have been enhanced and reorganized.
- The applicability of the decorative materials requirements in Chapter 8 have been clarified.
- Integrated testing requirements for fire protection and life safety systems have been added for high rise buildings and smoke control systems.
- The requirements for gas detection systems have been revised throughout the code to be more reflective of industry practice.



TULLAHOMA FIRE DEPARTMENT

"Serving Bravely for over 100 years"

P.O. Box 807, Tullahoma, TN. 37388
(931)455-0936



2021 Key Changes from 2018

- Requirements for Additive Manufacturing (3-D Printing) equipment and operations for both non-industrial and industrial applications are now provided.
- Flame propagation performance of permanently installed artificial combustible vegetation is required to be verified when exceeding certain heights located on roofs or in close proximity to buildings.
- Provisions for emergency responder communication were revised to reflect the expansion of such systems beyond radios and the need for increased performance of such systems.
- Sprinkler requirements for the storage, manufacture and sale of upholstered furniture and mattresses were updated and clarified. Part of this update is a new exception for single-story self-storage facilities accessed directly from the exterior.
- An automatic sprinkler system is now required for open parking garages exceeding a certain fire area threshold.
- The requirements for energy storage system (ESS) were further refined to reflect the variety of new technologies and applications (in building and standalone) and the need for proper commissioning and decommissioning of such systems.
- A new chapter was added that provides clarification and specific requirements for the storage of distilled spirits and wines in barrels and casks.
- The provisions for construction fire safety were reorganized and expanded with an emphasis on the owner's responsibilities. The new language requires a site safety plan and designation of a site safety director.

ORDINANCE NO. 1615

AN ORDINANCE TO AMEND TITLE 7 CHAPTER 2 (FIRE PREVENTION CODE) AND CHAPTER 306 (AUTHORITY AT FIRES) OF THE MUNICIPAL CODE OF THE CITY OF TULLAHOMA, TENNESSEE.

WHEREAS, the State of Tennessee, Department of Commerce and Insurance requires municipalities to adopt updated codes and standards from time to time; and

WHEREAS, it is the desire of the City to provide for updated code references and standards for certain chapters in Title 7 (FIRE PROTECTION CODE) from the 2015 to the 2021 standard.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE AS FOLLOWS:

Section 1

That Section 7-201 “Code Adopted” be amended by striking “2015 edition” and substituting in lieu thereof “2021 edition”

Section 2

That Section 7-202 “Amendments to IFC “International Fire Code” be deleted and replaced with: **. 7-202. Amendments to ICC International Fire Code.** The ICC Fire Code for one- and two-family dwellings is amended as follows:

That Section IFC 903 Automatic Sprinkler Systems, Section 901.3.2.8.1 group R-3 One- and Two-Family Dwellings Automatic Fire Sprinkler Systems, shall be deleted, which however may be constructed and installed at the discretion of the owner.

Section 3

Code Adopted. There is hereby adopted the 2021 International Fire Code along with all referenced current model codes with revisions thereof deleted, modified, or amended as further set forth in 7-202, or in conflict with this code of ordinances, a copy of which is on file in the city recorder’s office and the same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in relationship to all matters relative to fire codes enforcement.

Section 4

That section 7-306 be deleted and replaced with;

7-306. Authority at fires. The chief of the fire department and / or their designee at any fire department response and during the course of a fire cause and origin investigation are hereby clothed with full and complete police power and authority (TN Code § 68-102-127b) They are hereby authorized and directed to require and secure the removal of any obstructions from in front of and around fire hydrants, and for the purpose are hereby authorized to call upon the head of any municipal department for the aid and assistance in securing such removal of obstruction. The chief and or their designee will also have authority to remove any person who may be in any way interfering with the operation of the fire department at any fire department response scene and may, if necessary, arrest or cause the arrest of such persons. They shall see that all persons at fires keep out of the way of the fire response equipment and at such a distance from the fire response scene as safety requires. (1988 Code, § 7-206)

Section 5

That all Ordinances in conflict herewith and all provisions in the Code of Ordinances of the City of Tullahoma, in conflict herewith are hereby repealed in their entirety, to the extent of any conflicts.

Section 6

That if any section, subsection, paragraph, sentence, item or clause of this Ordinance shall for any reason be declared unconstitutional or invalid, such declaration shall not affect any other portion of this Ordinance, it being the intent that the sections, subsections, paragraphs, sentences, items or clauses of this Ordinance shall be treated as severable.

Section 7

That this Ordinance shall take and be in full force and effect from and after its passage and from and after its caption being published one time in a newspaper of general circulation in Coffee County, Tennessee, the public welfare requiring it.

City of Tullahoma

By: _____

Ray Knowis, Mayor

ATTEST:

Mrs. Lori Ashley, City Recorder

APPROVED AS TO FORM AND LEGALITY:

Mr. Steve Worsham, City Attorney

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

**Resolution No.
1971**

DATE: November 13, 2023

TO: Mayor and Board of Aldermen

FROM: Steve Worsham, City Attorney

SUBJECT: Resolution regarding attendance by City Administrator at Executive Sessions

BACKGROUND

City Attorney Steve Worsham after speaking with members of the Board of Mayor and Aldermen has requested that Resolution No. 1971 be added to the agenda for November 13, 2023. The Resolution will allow the City Administrator to attend Executive Sessions held by the Board of Mayor and Aldermen and counsel by invitation from a majority of the board.

RECOMMENDATION

The Board is recommended to approve Resolution No. 1971

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

Resolution No. 1971

RESOLUTION NO.1971

A Resolution regarding attendance by City Administrator at Executive Sessions

WHEREAS, it has been called to the attention of the Board of Mayor and Aldermen of the City of Tullahoma, Tennessee that our current City Administrator, Mr. Jason Quick, has not been given authority to attend Executive Sessions of the Board of Mayor and Aldermen which are held from time to time; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen that he be allowed to attend such Executive Sessions, by invitation from a majority of the Board of Mayor and Aldermen from time to time, when they deem that his presence is either appropriate or necessary; and

WHEREAS, the Board of Mayor and Aldermen has been advised that it is important and appropriate that a Resolution be enacted in order to authorize the attendance of the City Administrator at Executive Sessions;

Now therefore be it resolved by the Board of Mayor and Aldermen City of Tullahoma, Tennessee that the current City Administrator, Mr. Jason Quick, may attend those Executive Sessions conducted by the counsel for the Board of Mayor and Aldermen with the Board of Mayor and Aldermen by invitation as appropriate and as approved from time to time.

Be it further resolved that this Resolution shall be in full force and effect from and after its passage, this ____ day of _____, 2023.

THE CITY OF TULLAHOMA, TENNESSEE

MAYOR

ATTEST:

CITY RECORDER

Prepared for entry by:

Stephen M. Worsham
City Attorney
Tullahoma, Tennessee

Resolution No. 1972

DATE: November 13, 2023

TO: Board of Mayor and Alderman

FROM: J.P. Kraft, Parks and Recreation Director

SUBJECT: Public Entity Partners Property Conservation Grant

BACKGROUND

Public Entity Partners recently conducted a Casualty Loss Control Survey with Human Resources and Parks and Recreation. During the visit, PEP staff indicated Tullahoma was eligible for partial reimbursement through a Property Conservation Grant. The recent purchase of security cameras for D.W. Wilson Community Center and C.D. Stamps Community Center from Life Communications in the amount of \$18,501.75 meets the requirements of this \$4,000.00 reimbursement grant.

RECOMMENDATION

The Board is recommended to accept the Public Entity Partners Property Conservation Reimbursement Grant of \$4,000.00.

FISCAL IMPACT

The funds will be returned to State Grants Revenue Account 110-33470

ATTACHMENTS

1. Public Entity Partners notice of approval
2. Life Communications invoice
3. Resolution No. 1972



October 23, 2023

Lisa Shepherd
201 W. Grundy St.
Tullahoma, TN 37388

Subject: PROPERTY CONSERVATION GRANT APPROVED

Congratulations! This letter serves as official notification to the City of Tullahoma that you have been **approved** for the 2023-2024 "Property Conservation" Matching Grant Program, for which you applied.

A Grant in the amount of \$4,000.00 was approved for your requested items. The PAID receipts for the approved items along with the invoices for the approved items must amount to at least \$8,000.00 to be eligible to receive the full reimbursement of \$4,000.00. Your 2023-2024 Priority Classification Rating is Class II.

Important! The deadline for all reimbursement receipts is April 1, 2024. If you have already sent us **proof of payment** for approved purchases, you will be receiving your Grant check shortly. If you have not sent this information, please do so by **April 1, 2024**, along with a copy of this notification. Please keep in mind that if we do not receive reimbursement items in a timely manner you may jeopardize your eligibility to receive funding the following fiscal year. If proof of payment is not received by this date, your reimbursement dollars may be reappropriated. Your check will not be processed until we have verification of payment. Please see list of mandatory items needed for reimbursement below.

GRANT REIMBURSEMENT CHECKLIST:

1. "Notification of Approval" letter
2. Signed Resolution/Motion
3. Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of cover sheet.
4. Two proofs of payment which must include the following:
 - A. CANCELLED check/bank statement OR credit card receipt/credit card statement
 - B. Copy of invoice OR purchase order (serving as the backup to the cancelled check or credit card receipt). Submitting invoices alone will not be accepted.

Forward all receipts/documentation to:
Tahtia Mitchell
Grant & Scholarship Program
Email: Tmitchell@PEpartners.org or Fax: 615-371-9212

Best Regards,

A handwritten signature in black ink that reads 'Chester Darden'.

Chester Darden
Director of Loss Control

Life Communications & Security, Inc.

919 North Washington Street
Tullahoma, TN 37388
Phone: 931.455.9016
Fax: 931.461.7347

Invoice

Date	Invoice #
6/20/2023	31133

Bill To
TULLAHOMA CITY HALL PO BOX 807 TULLAHOMA, TN 37388

Ship To
D. W. WILSON C. D. STAMPS TULLAHOMA, TN 37388 USA

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
20230531	NET 10		6/20/2023			
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	NI	CAMERA SYSTEM FOR DW WILSON - ENS TITANIUM IP VIDEO SURVEILLANCE SYSTEM PER QUOTE # 3030	LT	11,690.00	11,690.00	
1	NI	CAMERA SYSTEM FOR CD STAMPS - ENS TITANIUM IP VIDEO SURVEILLANCE SYSTEM PER QUOTE # 3031	LT	6,465.00	6,465.00	
1	NI	ADDITIONAL CAMERA FOR CD STAMPS - TITANIUM 4MP 2.6 TURRET CAMERA (PARTS & LABOR)	LT	346.75	346.75	
Thank you for your business.					Total	\$18,501.75

RESOLUTION NO. 1972

**A RESOLUTION AUTHORIZING THE CITY OF TULLAHOMA
TO ACCEPT A PUBLIC ENTITY PARTNERS
PROPERTY CONSERVATION REIMBURSEMENT GRANT**

WHEREAS, the safety and well-being of the citizens of the City of Tullahoma is of the greatest importance; and

WHEREAS, the Parks and Recreation Department recently purchased security cameras for D.W. Wilson Community Center and C.D. Stamps Community Center; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of safe communities by offering a Property Conservation Reimbursement Grant Program; and

WHEREAS, the City of Tullahoma seeks to participate in this important program,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE the following:

SECTION 1: That the City of Tullahoma is hereby authorized to accept a Property Conservation Reimbursement Grant in the amount of \$4,000 from Public Entity Partners.

SECTION 2: The resolution shall take effect upon its passage, the public welfare requiring it. Enacted this _____ day of _____, 2023.

CITY OF TULLAHOMA, TENNESSEE

Ray L. Knowis, Mayor

ATTEST:

Lori Ashley, City Recorder

APPROVED AS TO FORM:

Stephen Worsham, City Attorney

RESOLUTION NO. 1973

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF
TULLAHOMA, TENNESSEE TO SUPPORT AMENDMENT OF THE CITY CHARTER**

WHEREAS, the City of Tullahoma, Tennessee, incorporated by Chapter 553 of the Private Acts of 1903 as amended, of the General Assembly of the State of Tennessee; and

WHEREAS, the interest of Tullahoma, Tennessee, will be served if the charter of the city is further amended; and

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Tullahoma, Tennessee, that

- 1) The Honorable Senator Janice Bowling and Representative Rush Bricken are hereby requested to introduce the following act to the General Assembly of the State of Tennessee:

AN ACT to amend in part the present charter of the City of Tullahoma, Tennessee, being Chapter 553 of the Private Acts of 1903, as amended:

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF
TENNESSEE:**

SECTION 1. The Charter of the City of Tullahoma being Chapter 553 of the Private Acts of 1903, as amended, is amended by the words and figures shown as Exhibit “A” to this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage, the public welfare requiring it, this 13th day of November, 2023.

CITY OF TULLAHOMA, TENNESSEE

Ray L. Knowis, Mayor

ATTEST:

Lori Ashley, City Recorder

APPROVED AS TO FORM:

Stephen M. Worsham, City Attorney

Exhibit A

1

RESOLUTION NO. _____

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WHEREAS, the City of Tullahoma, Tennessee, incorporated by Chapter 553 of the Private Acts of 1903, as amended, of the General Assembly of the State of Tennessee; and

WHEREAS, the interest of Tullahoma, Tennessee, will be served if the charter of the city is further amended; and now, therefore;

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE THAT;

The Honorable Janice Bowling and Rush Bricken are hereby requested to introduce the following act to the General Assembly of the State of Tennessee:

AN ACT to amend in its entirety the present charter of the City of Tullahoma, Tennessee, being Chapter 553 of the Private Acts of 1903, as amended:

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

—CHARTER-FOR-THE-CITY-OF-TULLAHOMA,-TENNESSEE1

AN-AGT-to-amend—...

—TABLE-OR-CONTENTS

BE-IT-ENAG-T-E-D-BY-THE-GENERAL-ASSEMBLY-OF-THE-STATE-OF TENNESSEE:

SECTIONAL(in)

Article I – Incorporation

Section 1. Incorporation. The City of Tullahoma, lying in Coffee and Franklin Counties, and the inhabitants thereof, be, and are hereby constituted a body politic and corporate under and by the name and style of "The City of Tullahoma," and by

that name shall have perpetual succession, and by said corporate name may sue and be sued, contract and be contracted with, grant, receive, purchase and hold real estate, mixed and personal property, and dispose of the same for the use and benefit of said City, and may have and use a common seal and change the same at pleasure.

Section 2. Corporate Limits. The corporate boundaries of the City of Tullahoma are as contained in prior charters and in annexation ordinances or other lawful annexation schemes, which are recorded and kept in the City Recorder's office of the city; said boundaries are herewith reaffirmed. Extensions of the corporate boundaries shall be as provided by future annexation action in accordance with Tennessee statute.

Section 3. Be it further enacted That the legislative and supervisory power of the city is vested in the Board of Mayor and Aldermen elected under this charter. The Board of Mayor and Aldermen shall consist of the Mayor and six (6) members, chosen by the qualified voters of the city. The city shall be managed by a City Administrator.

Section 43. Be it further enacted, That it is expressly forbidden and shall be unlawful for any public and/or private utility, firm, partnership, association and/or corporation, or any person, other than the Tullahoma Utilities Authority and the Tennessee Valley Authority, to extend any electric power line or lines, and/or electric power services for the purposes of furnishing electricity to consumers, into and within the corporate boundary lines of the City of Tullahoma as herein and hereby established.

Commented [RH1]: Move to a different section. Do "p" ad "q" conflict? Legal question

Article II -- Governing Body

Section 1. Eligible Voters. Eligible voters shall be persons who are qualified to vote for members of the General Assembly and who have resided in the City's corporate limits for a time sufficient to be qualified voters in accordance with general law shall be qualified to vote in a City election or referendum. Persons who reside outside the City's corporate limits, but who are a resident of Coffee, Franklin, Bedford or Moore counties and who own, within the City's corporate limits, at least fifty percent (50%) freehold interest in real property,

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commercial or residential, and assessed for real estate tax purposes for five thousand (\$5,000) or more, shall be qualified to vote in a City election or referendum. However, no more than two (2) persons, based upon the ownership of an individual tract of property regardless of the number of property owners shall be permitted to vote. Such election shall be held as now and as may hereafter be provided by the laws of the State of Tennessee for such elections.

Section 2. Board Composition. The legislative and supervisory powers of the City of Tullahoma shall be exercised by and vested in the Board of Mayor and Aldermen of said City. The governing body of the City of Tullahoma consists of the Mayor and six (6) Aldermen, each and all of whom shall be residents of the City as defined by Tennessee state law and qualified voters of the City. ~~No person shall be an Alderman unless (s)he be a citizen of the State of Tennessee and a bona fide resident of the city for which (s)he is elected. Any alderman, after his election removing from the city, thereby vacates his said office.~~

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Commented [RH2]: Legal: Is there a better definition or way to say "removal"; Add TCA 2-2-122 reference

Section 3. Elections. Elections are held on the first Thursday in August of each even numbered year. The membership on the Board of Mayor and Aldermen on the effective date of this act shall remain in place until each member's term expires and the board is re-elected pursuant to this Section 3.

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Section 4. Term of Office. The terms of the Mayor and two Aldermen elected on the first Thursday in August 2020 shall be extended from the first Thursday in August 2023 until the first Thursday in August 2024, or until their successors are elected and qualified. This will result in an increase of approximately twelve months in the terms of the Mayor and Aldermen elected in August 2020. Thereafter, elections will be held for these seats for a four-year term beginning with the elections held in August 2024.

Commented [RH3]: Legal: Can they move the school board and judge elections to line up with even years?

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Commented [RH4]: Legal: Change to November election. Still need to keep some language because through 2024. Needs legal input so we don't delete anything affecting the next election.

The terms of the two aldermen elected on the first Thursday in August 2018 shall be extended from the first Thursday in August 2021 until the first Thursday in August 2022, or until their successors are elected and qualified. This will result in an increase of approximately twelve months in the terms of the aldermen elected in August 2018.

The terms of office of the two aldermen elected in August 2019 shall not be affected nor extended.

The three candidates who receive the highest number of votes in the August 2022 election shall each be elected for a four-year term and thereafter, elections will be held for these seats every four years beginning with the elections held in August 2024.

The candidate receiving the fourth highest number of votes in the August 2022 election shall be elected for a two year term, until the first Thursday in August 2024, or until their successors are elected and qualified. Thereafter, elections will be held for this seat every four years beginning with the elections held in August 2024.

Section 5. Mayor. No person shall be elected Mayor who is not at the time of his/her election a citizen of the State of Tennessee and a bona fide resident of the city. When two or more shall have an equal number of votes for the office of Mayor, the election shall be decided by the majority of the votes of the board-elect. ~~The Mayor may fill all vacancies occurring in any office except the Aldermen, until the same be filled by the election by the Board of Mayor and Aldermen.~~ It shall be the duty of the Mayor to preside at all meetings of the Mayor and Aldermen, to see that all the ordinances of the city are duly enforced, respected and observed within the city; to call special session of the board when (s)he may deem it expedient. The Mayor may vote on any question, ordinance, or resolution coming before the Board of Mayor and Aldermen.

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Section 6. ~~Oath of Office. The aldermen before entering upon their duty as aldermen, and the mayor before entering upon his duty as mayor, shall each take an oath before a Judge or some other person authorized by law to administer oaths, City of Tullahoma, and that they will honestly and faithfully discharge the duties of the office without partiality, favor or affection.~~

~~Section 7. Mayor Pro Tem.~~ The Board of Mayor and Aldermen shall elect by majority vote of the Board annually at the second meeting in ~~August~~ November following an election, or the first meeting following this time if there is no second meeting in August, one of the ~~a~~ Aldermen to act as Mmayor in the event of the temporary absence or illness of the mayor. The Mmayor ~~P~~pro ~~T~~em shall have all the power and authority conferred by

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law upon the Mayor during such temporary absence or illness, and the Board shall elect said temporary mayor without waiting for any such absence or illness, but may provide in advance for such a contingency.

Section 7. Board of Aldermen. No person shall be an Alderman unless (s)he be a citizen of the State of Tennessee and a bona fide resident of the city for which (s)he is elected. Any alderman, after his/her election removing from the city, thereby vacates his/her said office. Two or more aldermen may call a special called meeting by notifying the City Administrator's Office of their intention or through a vote in a board meeting.

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Commented [RH5]: Legal: Does the new language correctly state that the aldermen can call a special meeting?

Section 8. Board Vacancies. In the event of the vacancy by reason of the death, resignation, or removal of the Mayor or any one (1) or more of the Aldermen, the Board shall have the power to fill the vacancy or vacancies by majority vote of said Board of Mayor and Aldermen and said vacancies are to be filled ~~for the remainder of the unexpired term until the next regular municipal election or until a successor is elected and qualified.~~ Any appointment(s) required pursuant to this section shall be made by majority vote of the Board of Mayor and Aldermen within ~~one month~~ forty-five days of any vacancy. Individuals appointed shall be residents and qualified voters of the City.

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Section 9. Oath of Office. The Aldermen before entering upon their duty as Aldermen, and the Mayor before entering upon his/her duty as Mayor, shall each take an oath before a Judge or some other person authorized by law to administer oaths, City of Tullahoma, and that they will honestly and faithfully discharge the duties of the office without partiality, favor or affection.

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Section 109. Compensation. The Board of Mayor and Aldermen is authorized to set the salary of the Mayor and members of the board by ordinance. The salary of the Mayor and members of the board may not be altered prior to the end of the term for which such person was elected.

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Section 110. Quorum. In order to transact business, a quorum of the members of the Board of Mayor and Aldermen must be present. A quorum of any meeting shall consist of at least four (4) board members.

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Section 112. Ordinances. ~~All ordinances shall be read and passed at least one time at a regular meeting of the Board of Mayor and Aldermen of the City of Tullahoma, Tennessee.~~ All ordinances shall be approved on two (2) separate readings, at least one vote to be approved by a majority of the entire

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board, and all yeas and nays thereon shall be recorded. All ordinances shall be read and passed in at least one regularly scheduled meeting of the Board but may be voted on once in a special called meeting. Only the captions of any ordinance need be read. Copies of the entire text of all ordinances shall be furnished to members of the Board of Mayor and Aldermen prior to the meetings at which they shall be read. The caption of each ordinance shall be placed in the official minutes of the Board of Mayor and Aldermen upon final passage. On readings prior to the final reading, only the caption shall be placed in the minutes of the city. Resolutions need not be read in their entirety but only the resolution's number and its caption and a brief explanation need be read at official board meeting. However, the complete text of all resolutions shall be made available to members of the board prior to the meeting at which same shall be read. The caption of all resolutions shall be placed in the official minutes of the board of the meeting at which same are read. After passage, each ordinance shall be authenticated by the mayor and signed by the City Recorder.

Section 132. Ordinances after abolishment. That all ordinances and resolutions of the former corporation of Tullahoma which were in force at the date of the abolishing of the charter of said former corporation are hereby declared to be in full force and effect as the ordinances and resolutions of the corporation created by this Act, until such time as the same shall be repealed, altered or amended by the Board of Mayor and Aldermen created by this Act.

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Section 143. (a) Be it further enacted, That the Mayor and/or the Board of Mayor and Aldermen, as the appointing authorities for members of the Tullahoma Utilities Authority, Industrial Development Board of the City of Tullahoma, Tennessee, Tullahoma Area Economic Development Cooperation, Tullahoma Municipal-Regional Planning Commission, Tullahoma Housing Authority, Tullahoma Board of Education (vacancies only), the Tullahoma Municipal-Regional Airport Authority, the Duck River Utility Commission, are hereby empowered to remove any of these members of these boards or commissions, where removal provisions are not provided for under the laws of the State of Tennessee, ~~the removal procedure shall be accomplished as follows:~~ The appointed member serves at the will of the appointee. If appointed by the Mayor, (s)he may remove the appointee. If appointed by the Board of Aldermen, the Board may vote to remove the appointee. The Board of Aldermen may remove a Mayor's appointee by a super-majority vote of the Board.

Commented [RH6]: Legal: Insert language on being able to adjust by ordinance - not sure which part from my notes

~~(1) The Mayor may remove any board or commission member appointed by him/her, for cause, but only after the appointee is given a copy of the charges against him/her at least ten (10) days prior to a hearing thereon. The date of the hearing shall be set forth in the notice of charges given to the appointee. The notice shall be mailed by certified mail to the appointee at his~~

last known address at least ten (10) days prior to a hearing thereon. The appointee shall have the opportunity to be heard in person or by counsel at the hearing.

~~(2) Any board or commission member appointed or elected by the Board of Mayor and Aldermen may be removed, for cause, from office upon a vote of a majority of the members of the board, but only after preferment of formal charges against him/her. Upon motion of the board, properly approved, written charges shall be furnished to the appointee at least ten (10) days prior to a hearing thereon. The date of the hearing shall be set forth in a written notice of charges to be given to the appointee. The notice shall be mailed by certified mail to the appointee at his last known address, at least ten (10) days prior to a hearing thereon. The appointee shall have an opportunity to be heard in person or by counsel at the hearing. After the hearing, the appointee may be removed upon the affirmative vote of the majority of the members of the Board of Mayor and Aldermen.~~

Article III -- Municipal Authority Generally

Section 1. General Powers. The Board of Mayor and Aldermen may make all ordinances necessary and proper for executing the powers, rights and privileges specified in this Act, and make all ordinances that they deem necessary for the good order, health, good government and general welfare of the City of Tullahoma, and also for the protection and preservation of any property of the City, and enforce such ordinances by proper fine or other penalties.

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The Board of Mayor and Aldermen shall manage and control the finances and all property of the corporation, real, personal and mixed, and may:

- (a) Assess, levy, and collect taxes upon all property and privileges within its limits which are or shall be taxable by the laws of the state, and to assess, levy and collect taxes on any and all subjects or objects of taxation, either for general or special purposes, not expressly forbidden by the general law of the State of Tennessee.
- (b) Adopt such classifications with reference to all subjects or objects of taxation, not otherwise expressly prohibited by law.
- (c) Make special assessments against abutting or adjoining property for local improvements.
- (d) Contract and be contracted with.

(e) Incur debts by borrowing money or otherwise, and give any appropriate evidence thereof, in the manner herein provided.

(f) Issue and give, sell, pledge or in any manner dispose of, negotiable or nonnegotiable interest-bearing or noninterest-bearing bonds, warrants, promissory notes or orders of the City, upon the credit of the City or solely upon the credit of specific property owned by the City or solely upon the credit income derived from any property used in connection with any public utility owned or operated by the City, or solely upon the credit of the proceeds of special assessments for local improvements, or upon any two (2) or more such credits.

(g) License and regulate all persons and firms, corporations, companies and associations engaged in any business, occupation, calling, profession, or trade so long as such licensure or regulation is not forbidden by general law.

(h) Expend the revenues, monies and property of the City for all lawful municipal purposes.

(i) Purchase, acquire, receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, or any estate or interest therein, either within or without the city or state.

(j) Establish, open, locate, relocate, vacate, alter, abandon, widen, extend, grade, improve, repair, construct, maintain, light, sprinkle and clean public highways, streets, alleys, boulevards, parks, squares, bridges, culverts, sewers, drains and public grounds and properties within or without the corporate limits, and to regulate the use thereof.

(k) Construct and reconstruct, improve and re-improve by opening, extending, widening, grading, curbing, guttering, paving, graveling, macadamizing, draining or otherwise improving any streets, highways, avenues, alleys or other public properties within the corporate limits, and to assess a portion of the cost of such improvements upon the property abutting upon or adjacent to such streets, highways, avenues, alleys or other public properties.

(l) Prevent and restrain breaches of the peace, fighting, drunkenness or disorderly conduct, and to prevent and punish all disturbances, disorderly assemblages in any streets, house or place in the City.

(m) Remove all obstruction from the streets, alleys and sidewalks and curbstones within the corporation, or have the same done, and to prevent and remove all obstructions and encroachments into or upon all or any streets, pavements, alleys or sidewalks within the corporate limits.

(n) Regulate, tax, license or suppress the keeping or running-at-large of animals within the City; to impound the same, and in default of redemption to otherwise dispose of the same.

(o) Acquire, own, erect, build, construct, maintain and operate, or to sell, lease, mortgage, pledge or otherwise dispose of any public utility, or any estate or interest therein, or property, real or personal, used in connection therewith, or any utility of service to the City, its inhabitants, or any part thereof.

(p) Grant to any person, firm, corporation or association franchises for public utilities and public services to be furnished the City and its inhabitants. The power to grant franchises shall include the power to grant exclusive franchises, and whenever an exclusive franchise is granted, it shall be deemed as exclusive not only as against any other person, firm, corporation, or association, but also as against the City itself. Franchises may be granted for the period of twenty-five (25) years, but not longer, and the City is fully empowered to prescribe and regulate in each grant of a franchise, the rates, fares, charges and other regulations that may be made by the grantee of the franchise. Franchises may by their terms apply only to the territory within the corporate limits at the dates of the franchises, or to the territory as said limits may thereafter be enlarged; and to the then existing streets, alleys and other thoroughfares, or to any other streets, alleys, and other thoroughfares that thereafter may be opened.

(q) Make contracts with any person, firm, corporation or association for public utilities and public services to be furnished the City and its inhabitants. The power to make contracts shall include the power to make exclusive contracts; and when an exclusive contract is entered into, it shall be deemed as exclusive not only again any other person, firm, corporation or association, but also as against the City itself. Such contracts may be entered into for the period of twenty-five (25) years or less, but not longer, and the City is fully empowered to prescribe in each such contract entered into, the rates, fares, charges and regulations that may be made by the person, firm, corporation or association with whom the contract is made. Such contracts may by their

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terms apply to the territory within the corporate limits of the City at the date of the contract, and as said corporate limits thereof may be enlarged; and to the then existing streets, alleys, and thoroughfares, and to any other streets, alleys or other thoroughfares that thereafter may be opened.

(r) Prescribe reasonable regulations regarding the construction, maintenance, equipment, operation and service of public utilities, and compel, from time to time, reasonable extensions of facilities for such services, but nothing herein shall be construed to permit the alteration or impairment of any of the terms or provisions of any exclusive franchise granted, or any exclusive contract entered into under subsections (r) and (s) of this section.

(s) ~~Prevent the introduction and spreading of contagious diseases, and to~~ To secure and promote the health of the inhabitants of the City by any means necessary; to regulate or prevent the carrying on of any business or occupation within the corporation which may be ~~dangerous or~~ detrimental to the public health, and to declare, prevent or abate nuisances on public or private property, and the cause thereof.

(t) Prohibit by ordinance any act, thing or offense now, or that may hereafter be declared a misdemeanor under state law as authorized under Tennessee Code Annotated, Section 16-18-302(a)(2) and to provide for the punishment of the same.

(u) Effectually exercise the right of eminent domain, and to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without its territorial limits, for present or future public use, such right of eminent domain to be exercised in any such manner as may be lawfully provided.

(v) Regulate the location, bulk, occupancy, area, lot, location, height, construction and materials of all buildings and structures, and inspect all buildings, lands and places as to their condition for health, cleanliness and safety, and when necessary, prevent the use thereof and require any alteration or changes necessary to make them healthful, clean or safe.

(w) To establish schools, determine the necessary boards, officers, and teachers required therefor, and fix their compensation to purchase or otherwise acquire land for schoolhouses, playgrounds and other purposes connected with the schools; to purchase or erect all

necessary buildings and to do all other acts necessary to establish, maintain, and operate a complete educational system within the city.

(x) Erect and maintain a jail, and to provide for the regulation and government thereof.

(y) The right to provide "telecommunications service" to any person, firm, corporation or any other user or consumer of telecommunications service as defined hereinbelow. The term "telecommunications" or "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available directly to the public regardless of the facilities used, including, but not limited to, voice, data, and video transmissions; load control; meter reading; appliance monitoring; power exchange, billing or any other telecommunications service(s) that may be provided, as allowed by law, including servicing and repairing related equipment.

(z) Have and exercise all lawful powers, which now or hereafter it would be lawful to here specifically enumerate, as fully and effectually as though said powers were specifically enumerated herein.

Section 2. Powers not exclusive. The enumeration of the particular powers in this article is not exclusive, nor restrictive of general words or phrases granting powers, nor shall a grant or failure to grant powers in this article impair the powers granted in any subsequent article or section of this charter, and whether powers, objects or purposes are expressed conjunctively or disjunctively, they shall be construed so as to permit the City to exercise freely any one (1) or more of such powers as to any or more such objects for any one (1) or more such purposes.

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Section 3. Exemption of property from taxation prohibited. The Board of Mayor and Aldermen shall possess no power and is hereby expressly forbidden to exempt any property of whatsoever kind or character, or any person, firm, corporation, or association, from taxation, unless such property or person, persons, firm, corporation or association is exempted from taxation for state or county purposes under the general laws of the state in such cases made and provided.

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Article IV -- Officers and Employees

Section 1. Board Authority. The Mayor and Aldermen shall have full power and authority to appoint ~~and discharge~~ department heads of the

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corporation ~~but shall consider the recommendation of at the recommendation~~ of the City Administrator, such as they may deem necessary and ~~as provided~~ for by ordinance. ~~The City Administrator shall have the authority to discharge a department head but the department head may appeal the decision to the Board of Mayor and Aldermen.~~

Section 2. City Administrator. There is hereby created the office of City Administrator of the City of Tullahoma. The Board of Mayor and Aldermen of the City of Tullahoma may appoint and fix the salary of said administrator, who shall serve at the pleasure of the Board of Mayor and Aldermen.

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(a) The administrator shall be selected solely on the basis of training, experience, and other administrative qualifications. ~~Minimum qualifications shall include a college degree and training or experience in municipal administration, public administration or civil engineering.~~

(b) The administrator shall give full time to the duties of his/her office.

~~(c)~~ The city administrator shall execute a bond with good and sufficient security, if requested by the board.

(d) The personnel policy shall govern the terms of employment, unless the Board of Mayor and Alderman enter into a contract.

~~(e)~~ It shall be the duty of the administrator to supervise and coordinate all administrative activities of each department ~~directly~~ under the control of the Board of Mayor and Aldermen in accordance with an organization chart adopted by the Board of Mayor and Aldermen. The administrator shall also have the following duties with respect to the administration of the affairs of the city under the control of the Board of Mayor and Aldermen:

(1) To make recommendations to the Board of Mayor and Aldermen for improving the quality and quantity of public services to be rendered by the city to the citizens thereof.

(2) To keep the Board of Mayor and Aldermen fully advised as to the conditions and needs of the city.

(3) To direct the enforcement of all personnel rules, regulations and personnel policies which may be adopted by the Board of Mayor and Aldermen.

(4) To act as purchasing agent in accordance with the policies, rules and regulations established by the Board of Mayor and Aldermen and to recommend changes in such policies, rules and regulations as deemed necessary to establish effective procedures.

(5) To review, approve and recommend to the board of mayor and aldermen an annual budget for each department of the city.

(6) The city administrator shall have the original authority and jurisdiction to execute and deliver all notices, orders, and other documents necessary for the enforcement of all ordinances of the city, and may delegate said authority to various personnel including, but not limited to, department heads. Anywhere in the code of ordinances where reference is made to the sending of notices, the enforcement of ordinances, and other matters of an

administrative nature where reference is made to a particular official of the City of Tullahoma having the authority to do so, said provisions shall be amended to delete therefrom the authority of said particularly designated official and substituted therefor shall be city administrator with the provisions that said authority may be delegated by said city administrator to said designated official or another employee of the City of Tullahoma. All provisions in conflict herewith are hereby repealed.

(7) To perform such other duties as may be established by the Board of Mayor and Aldermen.

(8) To hire all city personnel, with the exception of department head positions, which shall be presented as a recommendation to the Board of Mayor and Aldermen.

Section 3. City Attorney. - The Board of Mayor and Aldermen may select, appoint and contract ~~with or employ with~~ an attorney at law, who shall be duly licensed to practice in Tennessee and whose license shall be in good standing, to be designated as and act as City Attorney, and who shall have such duties and responsibilities as are prescribed by the Board and set forth in a contract entered into between the attorney and the City. The Board may, from time to time, also obtain the services of such additional attorneys at law as it deems necessary and appropriate in those certain cases where the City attorney cannot or should not act.

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Section 4. Chief of Police. The Board shall appoint a Chief of Police at the recommendation of the City Administrator. ~~(S)he~~He shall be suspended or dismissed in accordance with personnel policies. ~~(S)he~~He shall give such bond as may be prescribed. ~~and his duties shall be such as may be fixed by the Board.~~

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The Chief of Police, or any police officer of the City of Tullahoma shall have power to execute within the corporate limits of the City state warrants and other process which law enforcement officers generally have power to execute, and shall also have the power and authority to immediately arrest without warrant and take into custody any person who commits or attempts to commit in his/~~her~~ presence, or within his/~~her~~ view, any breach of the peace or offense prohibited by Act of the Legislature, and without delay, upon such arrest, convey such offender or offenders before the proper officer that ~~(s)~~he may be dealt with according to law.

It shall be the duty of the Police Chief or any police officer or member of the police department of the City of Tullahoma to preserve order in the City; to protect the inhabitants and property owners therein from violence, crime and all criminal acts; to prevent the commission of crime, violence, violations of the law and of the City ordinances; to perform general police duty; and to execute and return all lawful processes, notices and orders.

The Chief of Police and the police officers are hereby empowered to serve and execute process in accordance with the requirements of Tennessee Code Annotated, Title 6, Chapter 54, Part 3, and any other applicable provision of general law.

The Chief of Police, and all police officers of the City, are hereby authorized either within or outside of the corporate limits of the City, to serve and execute all process that may be issued by the Court in any proceeding instituted for the enforcement of the ordinances of the City or punishment for the violation thereof, for the collection of any fine, penalty or forfeiture which may be incurred under the ordinances of the City.

Section 5. City Recorder. The Board shall approve the hiring of the City Recorder at the recommendation of the City Administrator. (S)he shall be suspended or dismissed in accordance with personnel policies.

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~~The office of City Recorder for the city is hereby created.~~

~~(a) The City Recorder shall be appointed by the Board of Mayor and Aldermen of the city and shall hold office at the will and pleasure of the Board. He shall be suspended or dismissed in accordance with personnel policies.~~

~~(b)~~ His/her duties shall be such as may be defined by ordinance.

~~(b)~~ (S)heHe shall give bond as may be prescribed.

~~(c)~~ The City Recorder or the City Recorder's designee shall have custody of, and preserve in the City Recorder's office, the City seal, the public records, original rolls of ordinance, ordinance books, minutes of the board, contracts, bonds, title deeds, certificates, and papers, all official indemnity or security bonds ~~(except the City Recorder's bond, which shall be in the custody of the mayor),~~ and all other bonds, oaths and affirmations and all other records, papers, and documents not required by this charter or by ordinance to be deposited elsewhere, and register them by numbers, dates and contents, and keep an accurate and modern index thereof. All such records shall be the property of the municipality.

~~(e)~~ The City Recorder shall provide, copy, and, when required by any officer or person, certify copies or records, papers and documents in the City Recorder's office. Fees for copying and certification shall be charged as established by ordinance.

Section 6. Director of Finance.

(a) The ~~D~~irector of ~~F~~inance shall perform all the duties required of

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him/her by ordinance, rules, or regulations of the Board of Mayor and Aldermen, or by the laws of the state.

(b) ~~Finance, etc.~~ All invoices for purchases made for the city shall be kept with all other records ~~be~~ furnished for that purpose, and all shall be kept under his/her charge. ~~(S)h~~He shall also perform any other service in connection with the ~~F~~finance ~~D~~epartment of the ~~C~~city.

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Article V -- Finance

Section 1. Fiscal Year. Unless otherwise provided by ordinance the City shall operate on a fiscal year beginning July 1 and ending June 30.

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Section 2. Budget. The adoption of an annual budget shall be a prerequisite to the appropriation of money for municipal purposes and the levy of property taxes.

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Section 3. Occupancy Privilege Tax. The Board of Mayor and Aldermen of the City of Tullahoma, Tennessee, is hereby empowered to levy by ordinance a privilege tax upon the privilege of occupancy in any "hotel", as that term is defined in Tennessee Code Annotated, section 67-4-1401(2), of each transient in an amount not to exceed five percent (5%) of the consideration charged by the operator of such hotel. The privilege tax shall be levied and administered in the same manner as that provided in Tennessee Code Annotated, Title 67, Chapter 4, Part 14, subject to the limitations imposed in Section 67-4-1425.

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Article VI – Taxation and Revenue

Section 1. Subjects and objects of taxation. The City of Tullahoma is hereby expressly empowered to assess, levy and collect taxes upon all property and privileges within its limits, which are or shall hereafter be taxable by the laws of the State of Tennessee, and to assess, levy and collect taxes on any and all subjects or objects of taxation, either for general or special purposes, not expressly prohibited by the general law of the State of Tennessee.

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Section 2. City Recorder. The assessment, levy and collection of taxes and special assessments shall be under the general supervision and control of the City Recorder, as designated by the board, subject to the limitations found elsewhere in this charter.

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Section 3. Tax levy. It shall be the duty of the City Recorder, as soon as the assessment roll in each year is ready for the extension of taxes, to produce

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the same or a true copy thereof before the Board of Mayor and Aldermen and to certify the total amount of valuation or assessment of the taxable property within the limits of the municipality, and the board shall thereupon proceed to make the proper levy, to meet the expenses of the City for the fiscal year, and cause the levy to be entered upon the tax list of the current year.

Section 4. Utility assessment. The City Recorder shall obtain from the Tennessee Regulatory Authority an assessment roll showing all property, real, personal and mixed assessed by it, which, together with the assessment roll made by the county tax assessor, shall as soon as practicable in each year be inserted into a tax book similar in form to that required by the laws of the state. Such tax book, when certified to be true, correct and complete by the City Recorder, as designated by the board, shall be the assessment for taxes in said City for all municipal purposes; provided, however, that there may be an assessment by the City Recorder at any time of any property subject to taxation, found to have been omitted, and such assessment shall be duly noted and entered on the assessment books of the City.

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Section 5. Basis upon which property shall be taxed and collected. All property, real, personal and mixed, subject to state, county and municipal taxes, and all persons liable for privileges taxable by law, when the same shall have become duly assessed for taxation shall be the basis upon which property shall be taxed and taxes collected by the City of Tullahoma for municipal purposes.

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Section 6. Tax due date. All taxes shall be due and payable at such times as may be provided by ordinance or state law, but unless otherwise provided by ordinance or state law, the same shall be due and payable on the first day of October of the year for which taxes are assessed.

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Section 7. Interest. ~~Interest shall accrue o~~On the first day of March of the year following that for which taxes are remaining unpaid, ~~or as established from time to time by state law.~~

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Section 8. Distress warrants collection. After taxes assessed against personal property become delinquent, the tax books in the hands of the City Recorder shall have the force and effect of a judgment and execution from a court of record, and the City Attorney or city tax attorney shall have the power to issue distress warrants, in the name of the City of Tullahoma, to enforce the collection of said taxes against the person owning the property for which the taxes are assessed, and shall be ample authority for all lawful authorities having such delinquent taxes for collection to distrain and sell a sufficient

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amount of the personal property to satisfy the delinquent taxes, interest, penalties, costs, and attorneys' fees.

Section 9. Delinquent tax collections. (a) All municipal taxes on real estate within the City of Tullahoma, and all penalties, interest and costs accruing thereon, are hereby declared to be a lien on said real estate from and after the last of February of the year after which the same are assessed, before the last day of February of the next calendar year, for the purpose of enforcing collection of said taxes and liens securing the same, the Board of Mayor and Aldermen may direct the City Recorder or other designee as directed by the board, to certify to the City Attorney or city tax attorney for collection a list of all real estate upon which municipal real and personal property taxes remain due and unpaid, and the same shall be sold in like manner and upon the same conditions as real estate is sold for delinquent state and county taxes. Or, the Board of Mayor and Aldermen may, by proper action, direct the appropriate attorney to institute separate actions to enforce collection of delinquent taxes due the City, in which event the City Recorder or other designee as directed by the board, shall certify a list of all real estate upon which municipal real and personal property taxes remain due and unpaid to the tax collection attorney, who in turn shall file proper bills to enforce the liens of taxes due the municipality under the provisions of the present statutes, or any future laws in such cases made or

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(b) When taxes upon real estate and personal property become delinquent in the office of the City Recorder of the City of Tullahoma, the same shall bear interest per annum, and in addition a penalty at the maximum amount allowed by state law.

(c) All taxes due said municipality shall become delinquent on March 1 of each year hereafter and ten days before said taxes become delinquent the City Recorder of the City of Tullahoma shall cause to be published in a newspaper published in Coffee County, once a week for two consecutive weeks a warning to taxpayers as follows: "Warning to Taxpayers. After (insert date), unpaid taxes bear interest and in addition a penalty as allowed by state law. Taxes may be paid at my office until when lists will be delivered to officers for collection at the cost of the taxpayer, City Recorder of Tullahoma."

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(d) Immediately after the first of January of each year and before the first of February, the City Recorder of said city shall cause to be published once a week for two consecutive weeks in the month of January a notice as follows: "To Delinquent Taxpayers: You are advised that after February 1, additional penalties and costs will be imposed in consequence of suits to be filed for enforcement of the lien for taxes against land; until the filing of such suits,

taxes may be paid at my office., Recorder of Tullahoma." The cost of advertisement to be paid by the municipality. After the publication of the aforesaid notice and after the date of February 1, the Recorder of said municipality shall deliver the delinquent tax list of all unpaid taxes to the city attorney or to the city tax attorney of the City of Tullahoma, and it shall be the duty of said attorney to at once proceed and file suits in the chancery court of Coffee County and Franklin County for the collection of all said delinquent land taxes.

(e) Upon the filing of suits as aforesaid to enforce the tax lien, an additional penalty in the maximum amount as allowed by state law upon all delinquent land taxes shall accrue and the same shall be imposed upon the amount due from any delinquent to the municipality, which penalty shall be devoted to the enforcement of the procedure of said suits and shall be allowed to the attorney filing the suits as compensation for his/her services. The Sheriff or officer serving the subpoena in Chancery shall receive as costs to be taxed against each delinquent a fee for serving all original process and the statutory fees for all other services by him/her performed, as provided by state law. The Clerks of the Courts shall receive for their services the statutory fees allowed the Clerks under the law.

(f) The City Attorney or the City Tax Attorney shall after February 1 and not later than March 1 file suits in the Chancery Court of Coffee County for the collection of delinquent land taxes due said municipality, together with the interest, penalties and costs attached thereto, and such taxes, interest and penalties and costs are declared a lien upon the lands against which said taxes were assessed, and for the enforcement of this lien said suits shall be brought in the name of the municipality, and the bills shall be in substance and form as are other bills for the enforcement of liens, and the fact that the bills contain names of more than one defendant shall not be considered by the court to be multifarious, or a misjoinder of parties. Such suits shall be prosecuted according to the rules of procedure of Chancery Court and all lands imposed with the lien for taxes, interest, penalties and costs, shall be subject to a sale under such proceedings, when the amount due is decreed, and the Court shall order a sale of such land so as to provide that such land shall be sold for cash subject to the equity of redemption. At all sales the municipality, or some officer acting for it, may bid for said property the debt decreed to be due for taxes, interest, penalties and costs, incident to the collection thereof, where no other party offers the same or a larger bid. The proceeds from such sale shall be applied: First, to the payment of the ten per cent penalty allowed for compensation to the attorney for preparing suits. Second, to the costs, including title search fees and Third, as directed by law.

(g) The equity of redemption provided in this Act shall be as allowed as prescribed by state law, the usual one (1) year right of redemption, and that after said one (1) year shall have expired, the purchaser of any property sold under the provisions of this Act, if the same shall not be redeemed within one (1) year, shall be vested with a good and indefeasible title in fee simple to said property.

(h) A default may be taken and entered of record against any one defendant included in a bill and the cause proceeded with against any one or more defendants, to a final judgment, for a sale of the property without affecting the right of the other parties to the suit.

(i) Any defendant after filing of suit may have the sale dismissed as to his/her property by paying into the Clerk and Master the amount of taxes due from him/her, together with interest, penalties and such court and other costs as may have accrued against him/her in consequence of the filing of such suits.

(j) In the event of sale under the decree of the court all property shall be advertised in one sale notice, which notice shall set out the names of the owners of the different parcels of land and description of each property, and the amount of the judgment against each defendant, and said advertisement may be by publication in a newspaper or otherwise as the court may decree. (a) All municipal taxes on real estate within the City of Tullahoma, and all penalties, interest and costs accruing thereon, are hereby declared to be a lien on said real estate from and after January 1 of the year for which the same are assessed, and for the purpose of enforcing collection of said taxes and liens securing the same, the Board of Mayor and Aldermen may direct the City Recorder or treasurer, as designated by the board, to certify to the City Attorney or city tax attorney for collection a list of all real estate upon which municipal taxes remain due and unpaid, and the same shall be sold in like manner and upon the same conditions as real estate is sold for delinquent state and county taxes. Or, the Board of Mayor and Aldermen may, by proper action, direct the City Attorney to institute separate actions to enforce collection of delinquent taxes due the City, in which event the City Recorder or treasurer, as designated by the board, shall certify a list of all real estate upon which municipal taxes remain due and unpaid to the City Attorney, who in turn shall file proper bills to enforce the liens of taxes due the municipality under the provisions of the present statutes, or any future laws in such cases made and provided. Or (b)

(b) When taxes upon real estate and personal property or poll taxes become delinquent in the office of the Recorder of the City of Tullahoma, the same shall bear six per cent interest per annum, and in addition a penalty of

one-half of one per cent month until paid. At the maximum amount allowed by state law.

(c) All taxes due said municipality shall become delinquent on March 1 of each year hereafter and ten days before said taxes become delinquent the Recorder of the City of Tullahoma shall cause to be published in a newspaper published in Coffee County, once a week for two consecutive weeks a warning to taxpayers as follows: "Warning to Taxpayers. After , unpaid taxes bear interest and in addition a penalty of one-half of one per cent a month as allowed by state law Taxes may be paid at my office until when lists will be delivered to officers for collection at the cost of the taxpayer. , Recorder of Tullahoma."

(d) Immediately after the first of January of each year and before the first of February, the Recorder of said city shall cause to be published once a week for two consecutive weeks in the month of January a notice as follows: "To Delinquent Taxpayers: You are advised that after February 1, additional penalties and costs will be imposed in consequence of suits to be filed for enforcement of the lien for taxes against land; until the filing of such suits, taxes may be paid at my office. , Recorder of Tullahoma." The cost of advertisement to be paid by the municipality. After the publication of the aforesaid notice and between the date of February 1 and March 1, the Recorder of said municipality shall deliver the delinquent tax list of all unpaid taxes to the city attorney or to the city tax attorney of the City of Tullahoma, and it shall be the duty of said attorney to at once proceed and file suits in the chancery court of Coffee County for the collection of all said delinquent land taxes.

(e) Upon the filing of suits as aforesaid to enforce the tax lien, an additional penalty ten per cent in the maximum amount as allowed by state law upon all delinquent land taxes, shall accrue and the same shall be imposed upon the amount due from any delinquent to the municipality, which penalty shall be devoted to the enforcement of the procedure of said suits and shall be allowed to the attorney filing the suits as compensation for his services. The Sheriff or officer serving the subpoena in Chancery shall receive as costs to be taxed against each delinquent Fifty Cents a fee for serving all original process and the statutory fees for all other services by him/her performed as provided by state law. The Clerks of the Courts shall receive for their services the statutory fees allowed the Clerks under the law.

(f) The city attorney or the city tax attorney shall after February 1 and not later than March 1 file suits in the Chancery Court of Coffee County for the collection of delinquent land taxes due said municipality, together with the interest, penalties and costs attached thereto, and such taxes, interest and penalties and costs are declared a lien upon the lands against which said taxes were assessed, and for the enforcement of this lien said suits shall be brought in the name of the municipality, and the bill shall be in substance and form as the other bills for the enforcement of liens, and the fact that the bill contains

~~names of more than one defendant shall not be considered by the court multifarious, or a misjoinder of parties. Such suits shall be prosecuted according to the rules of procedure of Chancery Court and all lands imposed with the lien for taxes, interest, penalties and costs, shall be C-14 subject to a sale under such proceedings, when the amount due is decreed, and the Court shall order a sale of such land so as to provide that such land shall be sold for cash subject to the equity of redemption. At all sales the municipality, or some officer acting for it, may bid the debt decreed to be due for taxes, interest, penalties and costs, incident to the collection thereof, where no other party offers the same or a larger bid. The proceeds from such sale shall be applied: First, to the payment of the ten per cent penalty allowed for compensation for preparing suits. Second, to the costs. Third, the remainder to be paid to the municipality, provided, however, that in the event the municipality shall become the purchaser of said property the cost and ten per cent attorneys' fees shall not become a charge against the municipality until said items have been collected by the municipality or the property redeemed by the owner, as directed by law.~~

~~(g) The equity of redemption provided in this Act shall be as allowed by state law the usual two years one (1) year right of redemption from the date of sale, and that after said two one (1) year shall have expired, the purchaser of any property sold under the provisions of this Act, if the same shall not be redeemed within two one (1) years, shall be vested with a good and indefeasible title in fee simple to said property.~~

~~(h) Pro confesso. A default may be taken and entered of record against any one defendant included in a bill and the cause proceeded with against any one or more defendants, to a final judgment, for a sale of the property without affecting the right of the other parties to the suit.~~

~~(i) Any defendant after filing of suit may have the sale dismissed as to his property by paying into the Clerk and Master the amount of taxes due from him/her, together with interest, penalties and such court costs as may have accrued against him/her in consequence of the filing of such suits.~~

~~(j) In the event of sale under the decree of the court the property shall be advertised in one sale notice, which notice shall set out the names of the owners of the different parcels of land and description of the property, and the amount of the judgment against each defendant, and said advertisement may be by publication in a newspaper by printed hand bills or otherwise as the court may decree.~~

Section 10. Improvement and service liens. The Board of Mayor and Aldermen shall have the authority in like manner to file bills in the chancery court of Coffee and Franklin County for the collection of assessments and levies made for payment of improvements or service in said City, such as paving, sidewalk, curbing, gutters, sewers and other improvements for which

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assessments may be made under this charter, the cost of which is made a charge on property owners abutting said improvements and a lien on abutting property, the suits thus commenced to be conducted as other suits in chancery for the enforcement of similar liens.

Section 11. Business Regulation. No person or persons, firm or corporation, shall exercise any occupation, business or employment taxable as a privilege, as provided for in this Act, without first obtaining a license from the City Recorder and paying the specified tax laid thereon. Any party or parties, firm or corporation, that violates this section shall be fined an amount that does not exceed state authorized maximums.

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Section 12. Sales Tax School Bond Sinking Fund. There is hereby recognized the previous establishment of a School Bond Sinking Fund created from the deposit of sales tax revenues thereto, for the purpose of setting aside funds necessary to amortize debt incurred for capital school projects. The sums in said fund, as it now exists, and hereafter, shall be dedicated and utilized by the Board of Education of the City of Tullahoma, Tennessee, and/or the Board of Mayor and Aldermen of the City of Tullahoma, Tennessee, solely for debt service for the retirement of Bonds whose proceeds were used for City Schools capital improvements. Therefore, the funds in this Sinking Fund are hereby dedicated solely for the purpose of debt service for general obligation bond issues whose proceeds were used for City Schools capital improvements. These funds shall not be diverted for any other purposes, whether educational or otherwise. No cap shall be placed upon the sums representing said fund.

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Section 13. Electric System. That (a) Definitions. In the interpretation of this Act, the following definitions of terms shall apply:

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- (1) Electric system. The electric system of the ~~City of Tullahoma~~ Utilities Authority, Tennessee, including all tangible and intangible property and resources of every kind and description used or held for use in the purchase, transmission, distribution and sale, but not the generation, of electric energy.
- (2) Net plant value. The depreciated original cost of the tangible property, as shown on the books of the Electric System, including materials and supplies, used and held for use in the transmission and distribution of electric energy.
- (3) Tax equivalent. The amount transferred to the general fund of, or otherwise provided to, the City of Tullahoma from the revenues of its Electric System as payments in lieu of taxes or other charges on the Electric System.
- (4) Fiscal year. Twelve months beginning July 1 and ending June 30.

(4)

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(b) Allocation of funds. ~~Not later than thirty days after a~~ tax equivalent is transferred to the general fund of, or otherwise provided to, the City, the ~~Board of Mayor and Aldermen~~ City shall distribute to the Counties in which the City's Electric System is located the following amount: Seven and one-half percent (7½%) of said tax equivalent to be allocated among the counties in proportion to the net plant value of the Electric System located within each County and paid into the general fund of each County.

Article VII -- Court

Section 1. City Court and City Judge. (a) A city court is hereby established. The city court shall be presided over by a City Judge.

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(b) The City Judge ~~be and~~ is hereby ~~in~~vested with concurrent jurisdiction with ~~Justices of the Peace~~ General Sessions in all cases of the violation of the criminal laws of the State, and also with full power and authority to try and punish all persons guilty of violations of the ordinances of the Mayor and Aldermen of said city; provided, said violation takes place within the corporate limits of said City of Tullahoma.

(c) The City Judge shall issue warrants in the name of the City of Tullahoma for the arrest of all offenders for offenses created by this Act or any lawful ordinance of said city, and (s)he shall try the same and impose fine and penalty and enforce the collection and payment of the same as provided in the chapter.

(d) In addition to the powers and duties hereinafter enumerated, the City Judge shall be vested with concurrent jurisdiction, rights, authority, duties and powers with the judges of the ~~G~~general ~~S~~essions ~~C~~ourts of Coffee and Franklin Counties in all cases of violation of criminal laws committed within the corporate limits of the City of Tullahoma. (S)he shall have the power to bind over to the grand jury for indictment all persons who are accused of committing felonies in such municipality.

(e) ~~Maintenance of docket.~~ The City Clerk shall keep a complete docket of all matters coming before him/her in his/her judicial capacity. The docket shall include for each defendant such information as his/her name, warrant and/or summons numbers, alleged offense, disposition, fines, penalties, and costs imposed and whether collected, and all other information which may be relevant.

Section 2. Election, Compensation, and Qualifications of City Judge.

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- (a) The ~~eCity of~~ Judge of the City of Tullahoma, Tennessee shall be elected in accordance with state law as outlined in *Tennessee Code Annotated*, title 16, Chapter 18.
- (b) His/~~her~~ compensation shall be as is established by the Board of Mayor and Aldermen by ordinance.
- (c) (S)he shall have duties and powers as are prescribed by the Code of the City of Tullahoma, Tennessee, and by any ordinances enacted pursuant thereto.
- (d) (S)he shall be a practicing attorney in good standing, admitted to practice before the courts of the State of Tennessee, and shall be a resident of the City of Tullahoma, Tennessee.
- (e) In the event that the City Judge of the City of Tullahoma should die during office or should resign during office, then a successor shall be selected by the Board of Mayor and Aldermen of the City of Tullahoma to fill out the unexpired term, by nomination and election, that nominee polling the largest number of votes by the Board of Mayor and Aldermen of the City of Tullahoma to be elected to fill said unexpired term. Said nominee shall have the same qualifications as required for the City Judge by this section.
- (f) In the event that, for any reason whatsoever, the elected City Judge may be absent from the city or unable to act as such on a temporary basis for any other reason then (s)he shall be empowered to designate a judge pro tempore for a specific period of time by order entered in the docket book of the court.
- (g) The City Recorder or other employee may serve as the Clerk of the Municipal Court to take and account for the money received by the city court, maintain the docket, and any and all other records and clerical work to be performed in conjunction with the Office of the City Judge by issuing an order to the effect and entering same in the docket book of the court.

Section 3. Duties and Powers of Judge

- a) Issuance of arrest warrants. The City Judge shall have the power to issue warrants for the arrest of persons charged with violating municipal ordinances, and shall have the power to issue search warrants.
- b) Issuance of summonses. When a complaint of an alleged ordinance violation is made to the City Judge, the judge may in his/~~her~~ discretion, in lieu of issuing an arrest warrant, issue a summons ordering the alleged offender to personally appear before the city court at a time specified therein to answer to the charges against him/her. The summons shall contain a brief description of the offense charged but need not set out verbatim the provisions of the ordinance alleged to have been violated. Upon failure of any person to appear before the city court

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as commanded in a summons lawfully served on him/her, the cause may be proceeded with ex parte, and the judgement of the court shall be valid and binding subject to the defendant's right of appeal.

- c) Issuance of subpoenas. The City Judge may subpoena as witnesses all persons whose testimony (s)he believes will be relevant and material to matters coming before his/her court, and it shall be unlawful for any person lawfully served with such a subpoena to fail or neglect to comply therewith.
- d) Trial and disposition of cases. Every person charged with violating a municipal ordinance shall be entitled to an immediate trial and disposition of his/her case, provided the city court is in session or the City Judge is reasonably available. However, the provisions of this section shall not apply when the alleged offender, by reason of drunkenness or other incapacity, is not in proper condition or is not able to appear before the court.
- e) Appearance bonds authorized. When the City Judge is not available or when an alleged offender requests and has reasonable grounds for a delay in the trial of his/her case, (s)he may, in lieu of remaining in jail pending disposition of his/her case, be allowed to post an appearance bond with the City Judge, or, in the absence of the judge, with the ranking police officer on duty at the time, provided such alleged offender is not drunk or otherwise in need of protective custody.
- f) Imposition of fines, penalties, and costs. All fines, penalties, and costs shall be imposed and recorded by the City Judge on the city court docket in open court. In all cases heard or determined by him/her, the City Judge shall tax in the bill of costs the same amounts and for the same items allowed by Tennessee law for similar work in state cases.
- g) Appeals. Any defendant who is dissatisfied with any judgment of the city court against him/her may, within ten (10) days next after such judgment is rendered, appeal to the next term of the circuit court upon posting a proper appeal bond.
- h) Bail. All provisions set forth in Title 40, Tennessee Code Annotated, Chapter 11, currently in force, and as amended from time to time, shall apply to the City Court of the City of Tullahoma, Tennessee.
- i) Disposition and report of fines, penalties and costs. All funds coming into the hands of the City Judge in the form of fines, penalties, costs, and forfeitures shall be recorded by him/her and paid over daily to the municipality. At the end of each month (s)he shall submit to the governing body a report accounting for the collection or noncollection of all fines, penalties, and costs imposed by his/her court during the current month and to date for the current fiscal year.
- j) Disturbance of proceedings. It shall be unlawful for any person to create any disturbance of any trial before the city court by making loud or

unusual noises, by using indecorous, profane, or blasphemous language, or by any distracting conduct whatsoever.

k) Issuance of arrest warrants, summons and subpoenas. In addition to the powers vested in the City Judge of the City of Tullahoma, regarding issuance of arrest warrants, summons and subpoenas, the Board of Mayor and Aldermen may, from time to time, vest said powers in an officer or officers to be selected as is hereinafter set out who shall be known as the municipal judicial officer, and deputy municipal judicial officers, who shall be empowered to issue warrants, summons and subpoenas. Said judicial officers shall be selected in the following manner: the Board of Mayor and Aldermen shall, upon the enactment hereof and at such time thereafter as vacancies should occur, select by the nomination and election process, a judicial officer, or a deputy judicial officer, as the case may be, to serve until such time as he is replaced. Said deputy municipal judicial officer shall serve in the absence of said judicial officer. The term of office of said judicial officer and any deputy judicial officer(s) shall be established by the Board of Mayor and Aldermen from time to time by ordinance, which ordinance shall also prescribe the methods and causes of removal from office; compensation; selection criteria; additional powers and duties; qualifications; and such other matters relating to said officer as the Board of Mayor and Aldermen shall deem to be wise, from time to time, not inconsistent with the provisions of this Act.

l) Litigation tax. A litigation tax is authorized, the amount of said tax to be established by state law. Said tax to be assessed as part of the costs in all criminal actions filed in the City (Municipal) Court of the City of Tullahoma, Tennessee. The Clerk of such Court shall collect the litigation tax and transmit it to the general fund of the City of Tullahoma, Tennessee. The revenue from such tax shall be appropriated for the construction, improvements, renovation, or maintenance of jail facilities in the City of Tullahoma, Tennessee, as well as for any and all administrative expenses of any nature whatsoever relative to maintenance of the City (Municipal) Court of the City of Tullahoma, Tennessee.

Article VIII – Recall Provisions

Section 1. Power of Recall. Except as otherwise provided by law, the people of the city may recall any elected local official and may exercise this power by filing in accordance with the requirements set forth by state law.

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Section 2. Petition Requirements. Petitions shall be signed by at least fifteen percent (15%) of those registered to vote in the municipality or county. The

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disqualification of one (1) or more signatures shall not render a petition invalid, but shall disqualify such signatures from being counted towards the statutory minimum number of signatures required in this section.

Section 3. Recall Election. If the petition is certified by the county election commission, ballots used at recall elections shall conform to the following requirements:

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- (i) With respect to each person whose removal is sought the question shall be submitted:

Shall (name of elected official) be removed from office?

ADD REMAINDER OF CHARTER HERE (Private Chapter 54)

Commented [RH10]: How insert? Create a new Article for each of the amendments (Justice of Peace and Utilities Authority) or attach?

Article IX -- Miscellaneous

Section 1. Gender. Whenever, in this Charter, "man, men, him, his, he," or their related pronouns may appear either as words or as parts of words, they have been used for literary purposes and are meant in their generic sense "i.e., to include all human kind, both female and male sexes."

Commented [RH11]: Still need this if changed to (S)he and him/her?

SECTION 2. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 3. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Tullahoma. Its approval or nonapproval shall be proclaimed by the presiding officer of the City of Tullahoma and certified to the secretary of state.

SECTION 4. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 3.

AGENDA ITEM NO. 23-194

DATE: November 13, 2023

TO: Board of Mayor and Alderman

FROM: Robert Taylor, Director of Public Works

SUBJECT: Engineering Services for TDEC ARP Master Stormwater Plan

BACKGROUND:

The Public Works Department recently opened RFQ for the TDEC Arp Master Stormwater Plan. We only received (1) RFQ from Goodwin, Mills, and Cawood from Nashville. We followed the city and state procurement guidelines for this RFQ process.

RECOMMENDATION:

The Public Works Department recommends BOMA approves the mayor to sign the contract with Goodwin, Mills and Cawood a Nashville based engineering consulting firm. GMC has worked in Tullahoma on an airport project and a master stormwater plan for Hillsboro in Coffee County.

FISCAL IMPACT:

Funds for this project will come from the TDEC ARP grant and will not exceed \$250,000.00.

Attachments:

Contract



Goodwyn Mills Cawood

3310 West End Avenue
Suite 420
Nashville, TN 37203

T (615) 333-7200
F (615) 333-0529

www.gmcnetwork.com

October 24, 2023

City of Tullahoma
201 West Grundy Street
PO Box 807
Tullahoma, TN 37388

Delivered electronically to: btaylor@tullahomatan.gov

**RE: Tullahoma Storm Water Master Plan (FY 2024)
Professional Services Agreement
City of Tullahoma, Tennessee**

Mr. Taylor:

Goodwyn Mills Cawood, LLC (GMC) is pleased to have this opportunity to offer our services for the development of a Storm Water Master Plan (FY 2024) for the City of Tullahoma. The following is a desired scope of work and proposed terms.

A. Scope of Work

The scope of work associated with the aforementioned project is summarized as designing a Storm Water Master Plan for the City of Tullahoma. It is anticipated that the project shall include the collection of surveys, assessments, calculations and the production of maps and supporting documents to support the development of the Storm Water Master Plan. The Plan shall be reviewed and finalized by GMC and the City of Tullahoma.

Within the Storm Water Master Plan, GMC shall coordinate with the City of Tullahoma to identify: areas of storm water concern, potential capital improvement projects, and operational costs of storm water components. Components to be addressed within the Storm Water Master Plan include:

- Analysis of the existing storm water system (including hydrologic and hydraulic analyses of various watersheds, soil conditions, FEMA flood areas, and rainfall conditions/history).
- Assessing local drainage systems to identify solutions and potential capital improvement projects (and estimating budgets).
- Forecasting and planning for future development and growth for the City as it relates to the storm water system.
- Review of standards and codes within the existing Storm Water Ordinance.
- Updating the existing Geographic Information System (GIS) database of storm water infrastructure.
- Production, adoption, and implementation of mapping to depict findings and recommendations.

Prior to commencing work, GMC shall meet with the City of Tullahoma to prioritize the scope of work, as directed by the City. At this time, a more detailed scope of work shall be available.



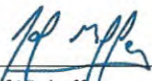
B. Proposed Terms

The contract limit for the aforementioned Scope of Work is set as a Not to Exceed (NTE) fee of **\$250,000.00**. GMC intends to bill monthly for services performed under this contract based on our Standard Rate and Fee Schedule. GMC's current Standard Rate and Fee schedule is attached to this document, although GMC reserves the right to adjust the rate schedule at the beginning of the calendar year.

The Scope of Work and associated Proposed Terms are subject to the Goodwyn Mills Cawood, LLC Terms and Conditions (dated October 16, 2023). The aforementioned Terms and Conditions are attached to this document.

If you agree to the terms set forth above, please indicate your acceptance by signing the Notice to Proceed below and returning it to GMC at your convenience. If you have any questions, please do not hesitate to contact me by email at jof.mehaffey@gmcnetwork.com or by phone at (615) 333-7200. GMC is pleased to have the opportunity to contract with the City of Tullahoma, and we look forward to collaborating on this project.

Sincerely,



Jof Mehaffey
Executive Vice President
Goodwyn Mills Cawood, LLC

Notice to Proceed:

Approved



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

Goodwyn Mills Cawood, LLC Terms and Conditions

Section 1.0 – General Considerations

1. **Commencement.** Upon execution of this AGREEMENT Goodwyn Mills Cawood, LLC, hereinafter referred to as the CONSULTANT, shall enter into a contract with the City of Tullahoma, hereinafter referred to as the CITY, for the services specified herein. The CONSULTANT recognizes that timely, quality service will be essential to complete this project and the services contemplated under this AGREEMENT. This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
2. **Term of Agreement.** The initial term of this AGREEMENT shall be for 22 months beginning from the date of execution by all parties. The term of the AGREEMENT may be modified upon mutual consent of both parties.
3. **Termination of Agreement.** Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT. The CITY may, by giving 30 days written notification to the CONSULTANT, terminate the AGREEMENT at any time and without cause. If the AGREEMENT is so terminated, the CONSULTANT shall be paid only for the work satisfactorily completed.
4. **Successors and Assigns.**
 - 4.1 CITY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, Agreements and obligations of this AGREEMENT.
 - 4.2 Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
 - 4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.
5. **License, Permits and Taxes.** The CONSULTANT shall be responsible for all applicable licenses, permits and taxes incurred during the performance of this AGREEMENT.
6. **Indemnification and Hold Harmless.** CONSULTANT shall indemnify and hold harmless CITY, its elected officials, appointed officials, agents, servants, and employees from and against any and all suits, claims, costs, losses, and damages, including, without limitation, fees and attorney fees (not only in connection with defending against any such claim, suit, cost, loss or damage, but also in connection with the enforcement of this indemnity and hold harmless provision of the AGREEMENT), CONSULTANTS, expert witnesses and other reasonable expenses of litigation caused by or arising from the acts or omissions of CONSULTANT or any of CONSULTANT's subcontractors, or anyone acting under the CONSULTANT'S direction or control or on its behalf, in the performance and furnishing of CONSULTANT'S performance of this AGREEMENT.

7. **Ownership of Project Documents and Reports.** All documents and reports prepared by the CONSULTANT pursuant to this AGREEMENT are instruments of service and shall be the joint property of the CITY and CONSULTANT upon completion. The CITY may reproduce and distribute these documents to any parties the CITY deems appropriate. The CONSULTANT may use the work product developed under this AGREEMENT for future marketing and project endeavors. The CONSULTANT shall provide electronic materials developed per this scope to the CITY, in a format acceptable to the CITY.
8. **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Tennessee, without regard to principles of conflicts of laws. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coffee County, Tennessee, which shall be appropriate venue for any action brought relating thereto. CONSULTANT shall comply with all applicable CITY, State and Federal provisions related to its performance of the work under this AGREEMENT.
9. **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under Tennessee law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.
10. **Non-discrimination.** CONSULTANT shall not discriminate in the employment of persons engaged in the performance of this AGREEMENT on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. CONSULTANT shall comply with all requirements of the CITY with regards to employment while this AGREEMENT is in effect.
11. **Independent Contractor.** Nothing contained in this AGREEMENT shall be construed as creating a joint venture, partnership, or other similar arrangement between the Parties, and no Party shall be deemed to be a representative, agent, or an employee of any other Party, nor, unless expressly specified herein, shall any Party have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party.
12. **Non-Waiver.** No delay or failure by either party to exercise any right under this AGREEMENT, no custom or practice of the parties at variance with the terms hereof shall constitute a waiver, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
13. **Time of Essence.** Time is of the essence of this AGREEMENT.

SECTION 2.0 – City’s Responsibilities

CITY and/or CITY Staff shall:

1. Provide all information for the project, including project objectives and constraints, performance requirements, flexibility and expendability, any budgetary limitations, copies of relevant documents and access to relevant files, software and hardware necessary to execute the work effort.
2. Promptly furnish to CONSULTANT the information requested by CONSULTANT that is needed for rendering of services defined herein. The CITY shall provide to the CONSULTANT all such information that is available to the CITY, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CONSULTANT recognizes that it is impossible for the CITY to assure the accuracy, completeness and sufficiency of information provided to CONSULTANT by CITY or third parties.
3. Assist CONSULTANT by placing at their disposal all available information pertinent to the project including previous reports and any other data relevant to project.
4. Undertake and perform the CITY’s project related responsibilities as specified in this AGREEMENT. Allow the CONSULTANT reasonable access to designated CITY staff personnel related to execution of specific work tasks that the CITY staff will perform.
5. Assist/arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform his services.
6. Schedule and reserve space for public meetings, interviews, and other community events as required in the scope.
7. Designate a person (or persons) to act as CITY’s representative(s) with respect to the management, technical and production related activities to be performed by the CITY under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CITY’s policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT’s services.

SECTION 3.0 – Consultant's Responsibilities

1. **Standard of Care.** The CONSULTANT shall manage and perform the work in accordance with applicable laws and codes. By execution of this AGREEMENT, the CONSULTANT warrants that he/she is possessed of the requisite skill and ability which is ordinarily possessed by other members of his/her profession. CONSULTANT will exercise such degree of skill and ability as is ordinarily employed by professionals who practice in the State of Tennessee under similar conditions and like circumstances, and he/she shall perform such duties without neglect, and shall not be liable except for failure to exercise such appropriate degree of care, learning, skill and ability.
2. **Authorized Representative.** CONSULTANT shall designate a person (or persons) to act as CONSULTANT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CONSULTANT's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
3. **Subcontracting.** The CONSULTANT shall not subcontract any part of the work covered by this AGREEMENT, or permit subcontracted work to be further subcontracted, without the CITY'S prior approval of the subcontractor.
4. **Insurance.** The CONSULTANT shall maintain the following insurance requirements during the time of performance of the services outlined in this AGREEMENT for the contract period. An insurance certificate will be provided to the CITY within four weeks of the signing of the contract by both parties.
 - 4.1 General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - 4.2 Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - 4.3 Worker's Compensation insurance in accordance with statutory requirements
 - 4.4 Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - 4.5 Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
 - 4.6 The CITY must be included as an "additional insured" on the insurance certificates, except for CONSULTANT'S Professional Liability and Workers Compensation policies, the intent being that coverage will be afforded the CITY under CONSULTANT'S policies for any claim, demand, suit or action brought against the CITY and arising from or related to the performance of this AGREEMENT for which the certificate of insurance is required. To the extent an insurer requires endorsements to affect the insurance coverage and scope required under this AGREEMENT, including but not limited to naming the CITY as an additional insured, then such insurance policies must be properly endorsed and the endorsements must be delivered along with the insurance certificates.
 - 4.7 The comprehensive general liability insurance called for hereunder shall apply on a primary and non-contributory basis to any other insurance available to the CITY with respect to any loss, claim, demand, or action asserted against Municipality by reason of CONSULTANT'S performance of this AGREEMENT.

5. **Personal Services.** In contemplation that consulting services are personal, the CONSULTANT agrees that no significant change in the business organization of the CONSULTANT personnel or the CONSULTANT team personnel shall be made during the AGREEMENT term, unless prompt written notice to the CITY is given, which event shall afford the CITY the option to terminate or modify this AGREEMENT.

SECTION 4.0 – Additional Contract Provisions

1. **Legal/Contractual/Administrative Remedies for Breach of Contract.** In the event of a breach by the Engineer, the OWNER shall have all rights and remedies available to it, but not limited to, pursuant to contract, statutory, regulatory, and common law.
2. **Termination for Cause and Convenience.** The OWNER may terminate this AGREEMENT upon not less than 30 days written notice to the Engineer for the OWNER's convenience and without cause. If the OWNER terminates this AGREEMENT for its convenience, the OWNER shall compensate the Engineer for: services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination (including the Engineer's termination of CONSULTANT agreements).
3. **Equal Employment Opportunity (EEO).** During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain

from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.
5. **Copeland Anti-Kickback Act.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”
6. **Contract Work Hours and Safety Standards Act.** During the performance of this contract, the contractor agrees as follows:
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
7. **Rights to Inventions Made Under a Contract or Agreement.** To the extent applicable, the standard clauses of 37 C.F.R § 401.14 are incorporated into this AGREEMENT.
8. **Clean Air Act & Federal Water Pollution Control Act.** To the extent applicable, the standard clauses of 37 C.F.R § 401.14 are incorporated into this AGREEMENT.
- (1) Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the (name of subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (2) Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the (name of the subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
9. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

AGENDA ITEM NO. 23-195

DATE: November 13, 2023
TO: Board of Mayor and Alderman
FROM: Robert Taylor, Director of Public Works
SUBJECT: Ovoca Kings Lane Sidewalk/Signal Project

BACKGROUND:

The Public Works Department recently opened bids for the Kings Ln./Ovoca sidewalk and signal project. Public Works received (3) bids from Adams Construction LLC, Curl Construction & Excavation, and Norris Brothers Excavating. This is a safety concern project which has brought citizens to the BOMA complaining about children being hit by passing vehicles while walking along and crossing Ovoca Rd. trying to get to school.

1. Adams Contracting & Excavating \$678,750.00 -License #68991
2. Curl Construction & Excavating \$787,232.25-License #43526
3. Norris Brothers Excavating \$1,375,466.00-License #48700

The total budget including estimated contingency \$703,750.00.

RECOMMENDATION:

The Public Works Department recommends awarding the bid to Adams Contracting based on being a low bidder per our bid documents in the amount of \$678,750.00. Public Works had previously worked with Adams contracting on a Safe Routes to School sidewalk project.

FISCAL IMPACT:

Funds for this project will come out of the construction bond issuance in the amount \$703,750.00.

Attachments:

Bid Tabulation Sheets



ENGINEERING, LLC

ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT

October 19, 2023

Mr. Robert Taylor, Director
Public Works Department
PO Box 807
Tullahoma, TN 37388

RE: Bid Recommendation
Kings Lane- Ovoca Road Sidewalk Extension Project
104-01.108

Dear Mr. Taylor:

Adams Contracting, LLC was the low bidder on the referenced project with a base bid of \$678,750.00. We have contacted the Tennessee Contractors Licensing Board and Adams Contracting, LLC has the appropriate licensing and limits. We recommend award of the contract to Adams Contracting, LLC. for the base bid of \$678,750.00.

If you have any questions, please contact me at (931) 728-2638 or ssjohn@stjohnengineering.com.

Sincerely,
St. John Engineering, LLC

A handwritten signature in black ink, appearing to read 'Scot St. John', is written over a horizontal line.

Scot St. John, P.E.

FINAL BID TABULATION

Kings Lane - Ovoca Road Sidewalk Project - Tullahoma, TN

Bid Opening: Thursday - 10/19/23 - 10am

Project #: 104-01.108

CONTRACTOR NAME AND ADDRESS				ADAMS CONTRACTING, LLC 131 Prosperous Place Ste 19A Lexington, KY 40509		CURL CONSTRUCTION & EXCAVATING 505 Blackman Blvd W Wartrace, TN 37183		NORRIS BROTHERS EXCAVATING 22 Northside Lane Crossville, TN 38571	
NO.	ITEM	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
26	Thermoplastic Pavement Marking- 24" Stop Bar	65	LF	\$ 28.00	\$ 1,820.00	\$ 38.46	\$ 2,499.90	\$ 30.00	\$ 1,950.00
27	Tree and Stump Removal with Stone Backfill	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 7,500.00	\$ 7,500.00	\$ 75,000.00	\$ 75,000.00
28	Brick Column Removal and Stone Backfill	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00	\$ 25,000.00	\$ 50,000.00
29	Remove and Reinstall Fence (New)	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID:				\$	678,750.00	\$	787,232.25	\$	1,375,446.00

I certify this Bid Tabulation to be an accurate and complete summary of the Bids received and opened on 10/19/23 at 10am.

St. John Engineering, LLC

Date

FINAL BID TABULATION

Kings Lane - Ovoca Road Sidewalk Project - Tullahoma, TN

Bid Opening: Thursday - 10/19/23 - 10am

Project #: 104-01.108

CONTRACTOR NAME AND ADDRESS				ADAMS CONTRACTING, LLC 131 Prosperous Place Ste 19A Lexington, KY 40509		CURL CONSTRUCTION & EXCAVATING 505 Blackman Blvd W Wartrace, TN 37183		NORRIS BROTHERS EXCAVATING 22 Northside Lane Crossville, TN 38571	
NO.	ITEM	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
15	Relocate Sanitary Sewer Cleanout and Box	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,800.00	\$ 5,600.00
16	Seeding, Mulching and Watering	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 27,500.00	\$ 27,500.00	\$ 145,000.00	\$ 145,000.00
17	Install Seed and Erosion Control Matting, North American Green C-125 BN or Approved Equal	200	SY	\$ 8.00	\$ 1,600.00	\$ 15.00	\$ 3,000.00	\$ 10.00	\$ 2,000.00
18	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 245,000.00	\$ 245,000.00
19	Pedestrian Traffic Signal, Complete	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 195,400.00	\$ 195,400.00	\$ 280,000.00	\$ 280,000.00
20	Traffic Control	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 166,000.00	\$ 166,000.00
21	Concrete Curb Ramp with Truncated Dome Warning Mat	20	EA	\$ 2,500.00	\$ 50,000.00	\$ 1,200.00	\$ 24,000.00	\$ 6,600.00	\$ 132,000.00
22	Mailbox Move and Reset	5	EA	\$ 300.00	\$ 1,500.00	\$ 1,000.00	\$ 5,000.00	\$ 2,500.00	\$ 12,500.00
23	Relocate Street and/or Stop Sign	4	EA	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00	\$ 1,500.00	\$ 6,000.00
24	Relocate Natural Gas Valve	1	EA	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
25	Thermoplastic Pavement Marking- Longitudinal Cross-Walk	320	LF	\$ 35.00	\$ 11,200.00	\$ 46.09	\$ 14,748.80	\$ 30.00	\$ 9,600.00

FINAL BID TABULATION

Kings Lane - Ovoca Road Sidewalk Project - Tullahoma, TN

Bid Opening: Thursday - 10/19/23 - 10am

Project #: 104-01.108

CONTRACTOR NAME AND ADDRESS				ADAMS CONTRACTING, LLC 131 Prosperous Place Ste 19A Lexington, KY 40509		CURL CONSTRUCTION & EXCAVATING 505 Blackman Blvd W Wattrace, TN 37183		NORRIS BROTHERS EXCAVATING 22 Northside Lane Crossville, TN 38571	
NO.	ITEM	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Sidewalk Installation (5' width), including all incidentals.	3550	LF	\$ 65.00	\$ 230,750.00	\$ 89.17	\$ 316,553.50	\$ 10.00	\$ 35,500.00
2	Integral Concrete Sidewalk & Driveway Apron (6" thickness), including all incidentals.	1300	SF	\$ 20.00	\$ 26,000.00	\$ 7.96	\$ 10,348.00	\$ 13.00	\$ 16,900.00
3	8" HDPE Storm Pipe (ADS N-12)	10	LF	\$ 90.00	\$ 900.00	\$ 150.00	\$ 1,500.00	\$ 220.00	\$ 2,200.00
4	12" HDPE Storm Pipe (ADS N-12)	40	LF	\$ 100.00	\$ 4,000.00	\$ 84.83	\$ 3,393.20	\$ 260.00	\$ 10,400.00
5	12" CMP Storm Pipe	36	LF	\$ 110.00	\$ 3,960.00	\$ 133.51	\$ 4,806.36	\$ 26.00	\$ 936.00
6	15" CMP Storm Pipe	36	LF	\$ 120.00	\$ 4,320.00	\$ 156.94	\$ 5,649.84	\$ 280.00	\$ 10,080.00
7	18" CMP Storm Pipe	21	LF	\$ 130.00	\$ 2,730.00	\$ 331.41	\$ 6,959.61	\$ 300.00	\$ 6,300.00
8	15" RCP Storm Pipe	8	LF	\$ 140.00	\$ 1,120.00	\$ 212.50	\$ 1,700.00	\$ 320.00	\$ 2,560.00
9	18" RCP Storm Pipe	64	LF	\$ 150.00	\$ 9,600.00	\$ 100.36	\$ 6,423.04	\$ 380.00	\$ 24,320.00
10	Headwall on 18" Storm Pipe, Winged	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00	\$ 6,800.00	\$ 13,600.00
11	Concrete Headwall, Straight	12	EA	\$ 2,000.00	\$ 24,000.00	\$ 1,250.00	\$ 15,000.00	\$ 5,500.00	\$ 66,000.00
12	Catch Basin with Grate	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 2,750.00	\$ 8,250.00	\$ 6,700.00	\$ 20,100.00
13	Rip-Rap, Complete in Place	40	Ton	\$ 75.00	\$ 3,000.00	\$ 37.50	\$ 1,500.00	\$ 55.00	\$ 2,200.00
14	Relocate Water Service Assembly and Meter Box	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 3,000.00	\$ 18,000.00	\$ 1,200.00	\$ 7,200.00

BID OPENING RECORD / BIDDERS LIST

Kings Lane - Ovoca Road Sidewalk Project - Tullahoma, TN

Bid Opening: Thursday - 10/19/23 - 10am

Project #: 104-01.108

\$ 2,500,000.00
\$ 275,000.00

	BIDDER	TOTAL BASE BID
1)	Adams Contracting, LLC	~~\$ 678,750.00~~ \$ 68,991
2)	NCA	
3)	Twin Cedars Construction	
4)	NCA	
5)	PWXPress	
6)	Bill Sanders	
7)	Curl Construction & Excavation	~~\$ 787,225.00~~ \$ 43,526
8)	Sarah Bradley	
9)	BXTN	
10)	Norris Brothers Excavating	\$ 1,375,466.00 \$ 48,700
11)	Keith Neal Construction	
12)		
13)		
14)		
15)		
16)		
17)		
18)		
19)		
20)		

BID OPEING SIGN IN SHEET

PROJECT:	Ovoca/Kings Lane Sidewalk Project	MEETING DATE:	10/19/23
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MEETING DATE: 10/19/23

FACILITATOR:	Robert Taylor	LOCATION:	City Hall Conference Room
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LOCATION: City Hall Conference Room

[illegible]

Thursday, October 19, 2023 at 10:00 AM

[illegible]

AGENDA ITEM NO. 23-196

DATE: November 13, 2023

TO: Board of Mayor and Alderman

FROM: J.P. Kraft, Parks and Recreation Director

SUBJECT: Iron Bull Dump Trailer purchase

BACKGROUND

Parks and Recreation Grounds is purchasing a new 16' dump trailer from Trailer Country in Lewisburg. This will be used for hauling brush, logs, and branches from park sites. Having this trailer in the fleet will reduce double and triple handling of refuse from clearing site to dump site, increase hauling capacity, and will save time and effort in brush clean-up projects.

Other quotes obtained were Triune Trailers in Murfreesboro (\$12,500), Young's Boat & RV Storage in Tullahoma (\$13,000), and Penner Trailers in Winchester (\$13,950).

RECOMMENDATION

The Board is recommended to approve the purchase of Iron Bull dump trailer from Trailer Country in the amount of \$11,095.00. Their quote was selected as the best price/product of the three required quotes per the purchasing policy.

FISCAL IMPACT

The funds for this project are provided for in the FY24 Parks and Recreation Equipment Replacement Account 611-44400-940-036

ATTACHMENTS

1. Trailer Country, Inc. Estimate
2. Triune estimate
3. Young's Boat & RV quote
4. Penner quote

Trailer Country, Inc.

(888) 710-2112

info@trailercountryinc.com

www.trailercountryinc.com



Estimate

ADDRESS

TOM FOSTER

CITY OF TULLAHOMA

TULLAHOMA, TN (931) 581-9144

ESTIMATE 67768

DATE 10/25/2023

EXPIRATION DATE 11/01/2023

MODEL YEAR

new 2024

VIN

27613

SALES PERSON

JIM

ACTIVITY	QTY	RATE	AMOUNT
DTB8316072-24 Proudly Made in the U.S.A. IRON BULL	1	11,095.00	11,095.00T
Heavy Duty 6" I-Beam Main Frame 6" I-Beam Tongue Frame 7 Gauge Steel Floor 10 Gauge Steel Sides 24" High Sides 14,000 lb G.V.W.R. (2) 7,000 lb "Dexter" All Wheel Electric Brake E-Z Lube Axles 3-Stage Telescopic Lift 5,000 Lb Welded Tie Downs Inside Dump Box Stake Pockets / Tie Downs - All Around Top Rail 2 5/16" Heavy Duty Adjustable Coupler Emergency Break-A-Way Kit 7-Way Round Electric Plug Heavy Duty 14 Gauge Steel Treadplate Fenders Heavy Duty Safety Chains - w/ Hooks 10,000 lb Spring Loaded Drop-Leg Jack Rear Three-Way Combo Spreader Gate 12V DC Hydraulic Pump & Deep Cycle Marine Battery W/ Remote in Locking Storage Box 5 AMP 110V Battery Charger Tires - ST235-80R-16 LRE 10-Ply. Radial Tires Wheels - 16" Mod Wheels D.O.T. Compliant L.E.D. Lighting System D.O.T. Reflective Tape Side Step Plate Spare Tire Mount (2) 16" X 80" Slide-In Ramps Retractable Tarp Kit Powder Coated Paint w/ One Cure Primer			
IBW	1	0.00	0.00T

10746 Land O Lakes Blvd.
Land O' Lakes, FL 34638

599 Brents Rd.
Lewisburg, TN 37091

IRON BULL "IRON CLAD" WARRANTY

- 5 Yrs on axles
- 3 Yrs on All Structural
- 2 Yrs on All Components
- 2 Yrs Roadside Assistance

1

0.00

0.00T

TERMS & CONDITIONS

Terms and Conditions:

Buyer must pay Seller a deposit before Seller will order the trailer. Buyer shall have the right to cancel this Order within 24 hours from the time it is placed and receive a full refund of their deposit. All sales, following the 24 hour cancellation period, are final. All drawings, sketches, estimates, photos and other intellectual and proprietary items provided by Seller to Buyer shall remain the exclusive property of Seller. The balance of the purchase price shall be due and payable by Buyer to Seller at the time of pick up or prior to delivery of the trailer. All payments by Buyer to Seller must be in the form of a wire transfer, cashier's check, official bank check, or other bank financing which has been approved by Seller. Credit Card payments are not accepted by Seller. Buyer shall pay Seller interest at the rate of 18% per annum on the principal balance of all accounts which are thirty (30) days past due. All sales are final unless buyer cancels pursuant to the provisions of the terms and conditions. Buyer understands that Trailer Country, Inc., is a dealer and not the manufacturer of the trailer ordered by Buyer, and that all warranties are from the manufacturer. Trailer Country, Inc. does not furnish warranties of any nature on the trailer. Buyer understands that the prices listed are current at the time of purchase, but are subject to change due to Covid Pandemic and Material Cost(s). Buyer understands standard features and materials are subject to change based on availability without notice. Venue of all legal proceedings between Buyer and Seller shall be in Pasco County, Florida. The parties waive their right to trial by jury. The prevailing party in any litigation between the parties regarding this Purchase Order shall be entitled to recover their reasonable attorney fees from the non-prevailing party. Buyer has reviewed this purchase order for accuracy.

The undersigned agrees they have read and agree with the Terms and Conditions of this purchase.

Please Print Name (First & Last)

Please Sign Name (First & Last)

Date

1

0.00

0.00T

SFINAL

PLEASE MAKE ALL PAYMENTS IN THE FORM OF BANK OFFICIAL CHECK, WIRE TRANSFER, OR A CASHIER'S CHECKS PAYABLE TO: TRAILER COUNTRY, INC. NO CREDIT CARDS WILL BE ACCEPTED. PLEASE NOTE THAT TRAILER MUST BE PICKED UP OR PAID FOR IN FULL WITHIN TWO WEEKS AFTER COMPLETION DATE OR TRAILER WILL BE RESOLD.

1

0.00

0.00T

WIRE INFO

*** WE DO NOT ACCEPT ACH TRANSFERS***

Trailer Country Inc
Bank Of America
Routing#: 026009593

10746 Land O Lakes Blvd.
Land O' Lakes, FL 34638

599 Brents Rd.
Lewisburg, TN 37091

Account#: 229020021947
Bank of America
21725 Village Lakes Shopping Center Dr,
Land O' Lakes, FL 34639

PLEASE REFERENCE YOUR ESTIMATE # AND PHONE # IN
THE NOTES SECTION OF YOUR WIRED DEPOSIT

PICK UP TENNESSEE	1	0.00	0.00T
599 BRENTS RD LEWISBURG TN 37091			

REMINDER	1	0.00	0.00T
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A REMINDER TO OUR CUSTOMERS: PLEASE ENSURE
PROPER LIGHTING CONNECTIONS ARE FUNCTIONING
AND PROPER BALL SIZE IS INSTALLED. CHECK ALL LUG
NUTS FOR TIGHTNESS PERIODICALLY DURING
USE. ***PLEASE BRING 13/16TH OR 21MM LUG WRENCH
TO PERIODICALLY TIGHTEN OVER FIRST 500
MILES****GOOSENECKS WITH 7K AXLES NEED 7/8"

COLOR : BLACK
PICK-UP LOCATION 599 BRENTS RD LEWISBURG TN
37091
ESTIMATED COMPLETION DATE : IN STOCK
PAYMENT INFO : \$500 DEPOSIT TO HOLD

COLOR : BLACK
PICK-UP LOCATION 599 BRENTS RD LEWISBURG TN 37091
ESTIMATED COMPLETION DATE : IN STOCK
PAYMENT INFO : \$500 DEPOSIT TO HOLD

SUBTOTAL	11,095.00
TAX (0)	0.00
TOTAL	\$11,095.00

Accepted By

Accepted Date

Triune Trailers
615-483-7397

Quote#10/24/2023-2

Triune Trailers
5101 Murfreesboro rd
College Grove TN 37046

10/24/2023

TULLAHOMA PARKS AND REC.

7x16 16000lbs gvwr DUMP TRAILER
-TELESCOPIC LIFT IN FRONT OF TRAILER (JUST LIKE A DUMP TRUCK)
-2 8000lbs axles
-17.5 SOLID STEEL WHEELS
- 2' SIDES
-LOADING RAMPS INCLUDED
- 4 DRINGS
-BLACK IN COLOR
-10GA STEEL FLOORS AND WALLS
-16' DECK LENGTH
-HEAVY DUTY SWING OPEN REAR DOORS
-TARP KIT
-SPARE TIRE MOUNT WITH SPARE
-TONGUE MOUNTED HYDRAULIC PUMP AND BATTERY WITH ON BOARD BATTERY CHARGER
-8000LB EZ LUBE LEAF SPRING AXLES WITH 12"X2" BRAKES ON ALL WHEELS
-ALL RUBBER MOUNTED LIGHTING LED LIGHTING
-10000LB DROP LEG JACK
-2 5/16" BALL
-(7)WAY PLUG

\$12500.00

NO TAX GOVT CERT ON FILE

Young's Boat and RV Storage

330 Broadrick St
Tullahoma, TN 37388 US
(931) 224-7335
chris@cytrailersales.com
www.cytrailersales.com

Estimate

ADDRESS

Tullahoma Parts & Recreation

SHIP TO

Tullahoma Parts & Recreation

ESTIMATE

1014

DATE

10/16/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	4ZEDT162XP3285429	83" x 16' Tandem Axle Dump DT8316072SS_54888 Options: 2 - 7,000 Lb Dexter Spring Axles (2 Elec FSA Brakes) ST235/80 R16 LRE 10 Ply. (BLACK WHEELS) Coupler 2- 5/16" Adjustable (6 HOLE) Diamond Plate Fenders (weld-on) 16" Cross- Members 24" Dump Sides w/24" 2 Way Gate (10 Gauge Floor) REAR Slide-IN Ramps 80" x 16" Jack Spring Loaded Drop Leg 1-10K Lights LED (w/Cold Weather Harness) 4 - D-Rings 3" Weld On Front Tongue Mount(MAX-Box w/Divider) Scissor Hoist w/Standard Pump Standard Battery Wall Charger(5 Amp) 1 - MAX-STEP (30") Spare Tire Mount Black (w/Primer) Road Service Program 903-783-3933 for Info.	1	13,000.00	13,000.00
SUBTOTAL					13,000.00
TAX					0.00
TOTAL					\$13,000.00

Accepted By

Accepted Date



Printed On : 10/16/2023 10:26:41 AM (Sales Rep ::LF - Contact ID :1636)

Status : **Open**

Invoice # : **14895**

Type : **Major Unit Quote**

Date : **10/16/2023**

Contact ID : **4891**

3230 Tullahoma Hwy
Winchester, TN 37398
Main: 931-361-1122
Fax: 931-915-1208

Tullahoma Parks & Recreation

-Mobile

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Setup	PDI
	2024	Maxxd	(DJX8316) 16' X 83" I-BEAM DUMP TRAILER	Dump Trailer		\$13,950.00	\$0.00	\$0.00	\$0.00

Invoice Notes

16' X 83" Maxx-D I-Beam Dump Trailer
GVWR: 14,000LB
2-5/16" Adjustable Coupler
2-7K Electric Brake Axles
1-10K Drop-Leg Jack
XL TOOLBOX IN TONGUE
8" x 15LB I-BEAM FRAME W/ 6" x 20 HOIST
3" CHANNEL CROSSMEMBERS ON 12" CENTERS
2' Solid Sides
Spreader Gate/Barn Door Combo
7' Slide In Ramps
Slipper Spring Suspension
235/80R16 - 10ply Tires
Diamond Plate Weld-On Fenders
10 Gauge Floor and Sides
Pull Back Tarp System
4- In-Floor D-Rings
Spare Tire Mount
24" Side Mount
UPGRADED BATTERY MAINTAINER

Disclaimer

All deposits made on special order units are non-refundable.



Printed On : 10/16/2023 10:26:41 AM (Sales Rep ::LF - Contact ID :1636)

Status : **Open**

Invoice # : **14895**

Type : **Major Unit Quote**

Date : **10/16/2023**

Contact ID : **4891**

3230 Tullahoma Hwy
Winchester, TN 37398
Main: 931-361-1122
Fax: 931-915-1208

Tullahoma Parks & Recreation

-Mobile

Totals		
Sub Total	+	\$13,950.00
*** Invoice Total	=	\$13,950.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$13,950.00
Balance Due =		\$13,950.00

Deposit Paid \$0.00

<u>Tax Name</u>	<u>Tax Amount</u>
Exempt - Government, TN	\$0.00
Franklin (County), TN	\$0.00
Single Article, TN	\$0.00
Tennessee	\$0.00

Signature _____

AGENDA ITEM NO. 23-197

DATE: November 13, 2023

TO: Board of Mayor and Alderman through City Administrator Jason Quick

FROM: Jason Williams, Chief of Police Department

SUBJECT: Surplus Vehicles

BACKGROUND

The Tullahoma Police Department requests authorization to surplus eleven (11) Chevy Impala Patrol Vehicles. These vehicles are inoperable and would require major repairs to be placed back in service. It has been determined, by both Tullahoma City Shop personnel and mechanics from the private sector, that these repairs are no longer feasible as the repairs (parts and labor) would cost many times more than the current value of the vehicles. Generally, the vehicles and equipment will either be sold for scrap or sold on-line through GovDeals.com. A list of proposed surplus items is attached.

RECOMMENDATION

I request that the BMA recommends the authorization for the surplus of the eleven (11) Chevy Impala Patrol Vehicles listed in attachment.

FISCAL IMPACT

Any costs incurred (tow fees) will be paid from monies obtained through the sale of same. As in the past, revenue generated will be returned to the equipment reserve fund for use towards replacement items.

ATTACHMENTS

List of Vehicles to be approved for surplus.

2023 SURPLUS PATROL VEHICLES

- 1. V326 2007 Chevy Impala**
- 2. V332 2008 Chevy Impala**
- 3. V338 2008 Chevy Impala**
- 4. V341 2008 Chevy Impala**
- 5. V361 2012 Chevy Impala**
- 6. V365 2012 Chevy Impala**
- 7. V367 2012 Chevy Impala**
- 8. V378 2012 Chevy Impala**
- 9. V379 2013 Chevy Impala**
- 10. V385 2013 Chevy Impala**
- 11. V393 2015 Chevy Impala**

Agenda Item NO. 23-198

DATE: November 13, 2023
TO: Board of Mayor and Alderman
FROM: Acting LT. Chase Sons, Tullahoma Police Department
SUBJECT: Purchase of Police Vehicles

BACKGROUND

The Police Department requests authorization to purchase three 2023 Ford Interceptor SUVs. The state contract price per vehicle is \$36,879.00, which totals \$110,637.00 for the three vehicles. This purchase would be through Lonnie Cob Ford in Henderson, TN on state contract (#209). The dealership currently has 3 vehicles available. This purchase would be used to replace current inoperable units that have been requested for surplus. Vehicles V365-2012 Chevrolet Impala (inoperable), V393-2015 Chevrolet Impala (inoperable), and V338-2008 Chevrolet Impala (inoperable) are on tonight's surplus agenda item. Due to the recent strike with automotive manufacturers, we could not locate any other dealer with any available inventory at this time. These vehicles were included in the proposed grant budget ARPA.

RECOMMENDATION

The Police Department requests that the BOMA approve the purchase of the three new 2023 Ford Interceptor SUVs through Lonnie Cob Ford for \$110,637.00.

FISCAL IMPACT

The funds for the purchase are provided in account #302-42100-940-016 ARPA Grant.

ATTACHMENTS

The quote from Lonnie Cob Ford in Henderson, TN on state wide contract (#209) is attached. The dealership currently has 3 vehicles available.

SWC 209
Lonnie Cobb Ford contract # 75347

2023 Police Intercept Utility AWD Base (K8A)

Price Level: 320



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 08/24/2022





2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 100,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Hybrid Electrical Components

Distance 100,000 miles Months 96 months



Prepared by: STEVEN BLACKSTOCK

08/24/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$47,165.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included

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



Prepared by: STEVEN BLACKSTOCK

08/24/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).</i>	\$60.00
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
YZ_01	Oxford White	N/C
SUBTOTAL		\$45,380.00
Destination Charge		\$1,495.00
TOTAL		\$46,875.00



Prepared by: STEVEN BLACKSTOCK

08/24/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$47,165.00
Options	-\$1,785.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$46,875.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$9,996.00
Total		\$36,879.00

Customer Signature

Acceptance Date

State contract base price	= \$37,174.00
delete option # 76D - deflector plate	- \$335.00
delete option # 85R - rear mounting plate	- \$45.00
add option # 43D - dark car feature	+ \$25.00
add option # 86T - tail light housing cut outs	+ \$60.00
Total	= \$36,879.00

AGENDA ITEM NO. 23-199

DATE: November 13, 2023
TO: Board of Mayor and Alderman
FROM: Acting Lt Chase Sons, Tullahoma Police Department
SUBJECT: Upfitting of Police Vehicles

BACKGROUND

The Police Department requests authorization to purchase the equipment to upfit three 2023 Ford Interceptor Police SUV's. The price for upfitting per vehicle is \$8,908.00, which totals \$26,724.00 for the three vehicles. This purchase would be through Lonnie Cob Ford, who is also the seller of the 3 SUV's. All equipment is stored and installed at the dealership. The police department was quoted 4-8 weeks lead time on equipment and delivery once a purchase order is provided to them.

Lonnie Cob Ford did come in second on the quotes by \$3,000.00, but can upfit the vehicles with 4-8 weeks compared to 3-6 months at Truckers Lighthouse or On Duty Depot. Additionally, will save on overtime pay for 4 officers and fuel cost as it will be done on site.

Lonnie Cob was the only vendor that had cars in stock due to the recent strikes and could do all the upfitting on site. If we go with a different vendor we would purchase, pick up, and bring them back to our lot to wait for the equipment to come in, then wait behind several other agencies to have our vehicle equipped. This is of course going to vary, but typically we wait 3-6 months just for the vendor to begin installing equipment.

Quotes

<u>Lonnie Cob - \$26,724.00</u>	<u>Truckers Lighthouse - \$23,970.40</u>	<u>On Duty Depot - \$28,536.00</u>
Approx. extra cost	Approx. extra cost	Approx. extra cost
1 trip/4 officers' overtime	3 trips/4 officers' overtime	3 trips/4 officers' overtime
\$1056.00+fuel at \$3 gallon	\$1856.00+fuel at \$3 gallon	\$1856.00+fuel at \$3 gallon
4-8-week return	3-6-month return	3-6-month return

***It should be noted that the 3-6-month timeframe is generous. In the past we have waited up to a year and a half. Lonnie Cob caters to smaller agencies and can get us in before larger agencies such as Nashville Metro or THP.**

RECOMMENDATION

The police department requests that the BOMA recommends the authorization for the installation of equipment for three new Ford Interceptor SUVs at Lonnie Cob Ford, Henderson, TN.

FISCAL IMPACT

The funds for this purchase will be provided from account # 302-42100-940-016 ARPA Grant.

ATTACHMENTS

Quotes from Lonnie Cob Ford, Truckers Lighthouse, and On Duty Depot for purchase of vehicles and installation of equipment.



On Duty Depot
6833 N. HWY 1247
Science Hill KY 42553
USA
(918) 221-7822
✉ billing@ondutydepot.us
🌐 http://www.ondutydepot.us

Customer Address

Tullahoma TN Police Department
213 W Grundy St
Tullahoma TN 37388
USA
☎ 615-455-0530

Service Location

Tullahoma TN Police Department
213 W Grundy St
Tullahoma TN 37388
USA
☎ 615-455-0530

Description

FPIU Marked Unit

Quotation # S00377

Quotation Date:

04/13/2023

Expiration:

11/30/2023

Salesperson:

John Bradley

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
[ALGT45 B/A Flood / 4181] Lightbar, Allegiant	1.00 Units	1,450.00	\$ 1,450.00
[4323] PathFinder Siren, Self Contained Package	1.00 Units	799.00	\$ 799.00
[40005] Speaker, Federal Signal ES100 Dynamax	1.00 Units	159.00	\$ 159.00
[40035] Speaker Bracket, ES100 Universal	1.00 Units	35.00	\$ 35.00
[5486] MicroPulse Ultra, Federal Signal FS MPS62 BW	2.00 Units	119.00	\$ 238.00
[MPS62U-BA / 5485] MicroPulse Ultra, FSJoin	4.00 Units	119.00	\$ 476.00
[7170-0735-01 / 6401] Console, Gamber Utility Short Console Box with Cup Holder and Pole Armrest	1.00 Units	550.00	\$ 550.00
Faceplate w 2 12 volt outlets	1.00 Units	39.00	\$ 39.00
[PK1129ITU20TM / 4740] Partition, Setina 10XL	1.00 Units	697.00	\$ 697.00
[4753] Cargo Barrier, Setina 12VS 20+ Utility Wire	1.00 Units	421.00	\$ 421.00
[GK10342UHKSSCAXL / 12758] Weapon's Mount, T-Rail Universal	1.00 Units	429.00	\$ 429.00
[849 / 2587] Radar, Kustom Raptor RP-1 Dual Ka Band Same Direction	1.00 Units	2,320.00	\$ 2,320.00
[4863] Installation, Labor	1.00 Units	1,599.00	\$ 1,599.00
Freight	1.00 Units	300.00	\$ 300.00

Total

\$ 9,512.00



On Duty Depot
6833 N. HWY 1247
Science Hill KY 42553
USA
(918) 221-7822
billing@ondutydepot.us
<http://www.ondutydepot.us>

Payment terms: 30 Days

Customer Notes

Pre-work Signature

Signed By



On Duty Depot
6833 N. HWY 1247
Science Hill KY 42553
USA
(918) 221-7822
billing@ondutydepot.us
<http://www.ondutydepot.us>

Terms & Conditions

To view the terms and conditions of sales, quotes, or orders please visit <https://www.ondutydepot.us/terms> Terms & Conditions may change at any time. By signing below, you the customer agree to the terms & conditions of the sale, quote or order.



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

Quote
#EST7715
10/31/2023

Bill To

TULLAHOMA POLICE DEPT
P.O. Box 807
Tullahoma TN 37388-0807
United States

TOTAL

\$23,970.40

Quote Valid Through: 1/29/2024

Quote Expiration	Vehicle Info	Sales Rep	Order Type
1/29/2024	2023 FORD SUV	CHRIS KEITH	Install - Nashville

Quantity	Item	Options	Rate	Amount
3	PGPRPSP4704UIN20A Center Sliding Poly Window		\$800.00	\$2,400.00
3	PGB4705UIN20 7 Gauge Steel Wire, Cargo Barrier with Filler Panels (for use w/ side curtain airbags in Police Package only)		\$450.00	\$1,350.00
3	HVC-ARM-103 Armrest For Top Mount, Console, Large Pad		\$140.00	\$420.00
3	HVC-VS-0618-INUT-H 2020 Ford Interceptor Utility Specific Flat Console		\$475.00	\$1,425.00
3	HVCUP2-1001 Internal Cup Holders		\$50.00	\$150.00
12	WHEWIONB NFPA ION LIGHT BLUE GRILL...ABOVE TAG		\$100.80	\$1,209.60
6	WHETLIB ION T-SERIES LINEAR LT BLUE		\$97.80	\$586.80
3	SEGK10342UHK Dual T-Rail Mount 2 Universal XL Handcuff Key Override		\$500.00	\$1,500.00
3	HVC-LP2-USB-BL2 Console Accessory Bracket Kit with 2 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 2 Blanks for Rectangular Accessories		\$115.00	\$345.00
54	/LABCHATT Installation Labor - Chatt		\$140.00	\$7,560.00
3	FDPF200S17B PATHFINDER,100/200W,17BTN		\$1,250.00	\$3,750.00
1	FDES100C SPKR,EMERG, 100W,PLASTIC,		\$265.00	\$265.00
3	FDESB-U KIT,ES100 UNIVERSAL BAIL		\$53.00	\$159.00
3	FDALGT53J-P2LC ALGT53J,STOCKED		\$850.00	\$2,550.00

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



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

Quote
#EST7715
10/31/2023

Quantity	Item	Options	Rate	Amount
3	FDHKB-FPIU20-HP KIT,HOOK,FPIU20,PURSUIT		\$100.00	\$300.00
3	HVC-EB25-MRD-1P 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola Radius & MOTOTRBO™ Radios		\$0.00	\$0.00
3	HVC-EB40-SSP-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000		\$0.00	\$0.00
3	HVC-FP-15 1-1/2" Filler Plate		\$0.00	\$0.00
1	HVC-FP-10 10" Filler Plate		\$0.00	\$0.00
2	HVC-FP-6 6" Filler Plate		\$0.00	\$0.00
4	HVC-FP-2 2" Filler Plate		\$0.00	\$0.00
Decal #			Subtotal	\$23,970.40
Tag #				
VIN #			Tax Total (%)	\$0.00
Mileage:				
			Total	\$23,970.40

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



Steven Blackstock
Fleet Services Manager
731-989-2121 office
731-234-2656 cell
lcag.fleet@gmail.com

125

Item No. 23-200

DATE **November 13, 2023**

TO: **Board of Mayor and Alderman**

FROM **Alderman Derick Mann**

SUBJECT: Discussion on Study Sessions being televised

BACKGROUND:

The current language defining when to televise BOMA Study Sessions is too vague and needs to be better defined for city staff and citizens. The BOMA needs to discuss and decide its preference for when and if study sessions should be televised. The Board is recommended to approve revised language and to direct staff to draft a Resolution to Repeal and Replace Resolution No. 1937 with a new Resolution with the revised language.

ATTACHMENTS:

Resolution No. 1937

Minutes

RESOLUTION NO. 1937

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMAN TO AMEND THE STUDY SESSION SCHEDULE OF THE BOARD.

WHEREAS, the City of Tullahoma Board of Mayor and Aldermen may amend their study session schedule by Resolution pursuant to the Municipal Code Chapter 2, Section 1-206; and

WHEREAS, the Board of Mayor and Aldermen desires to amend the study session schedule to allow more time for discussion on agenda items.

NOW, THEREFORE, BE IT RESOLVED, THAT, The Board of Mayor and Aldermen shall hold its study sessions at the request of the Mayor, at the City Hall in Tullahoma, Tennessee; and

THAT THIS RESOLUTION shall take effect from after its adoption on April 24, 2023, and following at least two weeks public notice, the public welfare requiring it.

PASSED AND APPROVED BY the Board of Mayor and Aldermen of the City of Tullahoma, Tennessee on this 24th DAY OF April, 2023.

Ray L. Knowis
Mayor

Attest:

Lori Ashley, City Recorder Approved as to

Form and Legality:

Stephen M. Worsham, City Attorney

BOARD OF MAYOR AND ALDERMEN (BMA)
MINUTES FOR
April 24, 2023

The Board of Mayor and Aldermen of the City of Tullahoma, Coffee and Franklin Counties, Tennessee assembled at the Municipal Building, in Tullahoma, for a meeting on Monday, April 24, 2023, at 5:30 p.m. with Mayor Ray Knowis presiding and the following named members of the Board of Mayor and Aldermen: Daniel Berry, Kurt Glick, Jerry Mathis, Derick Mann and Bobbie Wilson. Jenna Amacher was absent.

Mr. Kenney Pearson, Interim City Administrator; Mr. Stephen M. Worsham, City Attorney, Mrs. Sue Wilson, Finance Director, and Mrs. Lori Ashley, City Recorder were present at the meeting.

Mayor Ray Knowis called the meeting to order.

The Invocation was said by Will Young, and he led the Pledge of Allegiance.

COMMENDATIONS AND CERTIFICATES: N/A

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATION:

Mayor Knowis proclaimed May 7 – 13, 2023 as Drinking Water Week.

COMMENTS FROM CITIZENS:

Fran Gray, Reginal Coordinator for South Central Region of Alzheimer's Tennessee. May 6, 2023, will be the Annual Purple Olympics, at the Tullahoma High School Gym, registration beginning at 8:30 a.m.

Jim Woodard, 2011 North Jackson Street, encouraged the Board of Mayor and Alderman to reinstate Ms. Casta Brice.

THE AGENDA WAS PRESENTED FOR APPROVAL

A motion was made by Alderman Mathis and seconded by Alderman Berry to approve the agenda.

A motion was made by Alderman Glick and seconded by Alderman Wilson to remove Item No. 23-73 from tonight's agenda and place it on the May 8, 2023, agenda.

On roll call all members present voted aye and it was so ordered to postpone Item No. 23-73.

On roll call all members present voted aye to approve the amended agenda and it was so ordered.

REPORTS FROM THE MEMBERS OF THE BOARD OF MAYOR AND ALDERMEN

ALDERMAN WILSON – Ms. Bobbie Wilson stated that Friday, April 28th is National Arbor Day, there will be a celebration at the East Park, which is adjacent to East Middle School at 11:30 a.m. South Jackson Performing Arts Center will hold auditions for Mid-Summer Nights Dream on April 29th – 30th. South Jackson is also beginning their Spring Friday night concert series on May 5th. The Tullahoma Fine Arts Center will host a jewelry making class on May 6th.

ALDERMAN MANN - Mr. Mann attended a Special Called Planning Commission meeting, he has also been speaking with the non-profit organizations about their budget requests. He did a walk-around downtown to see where improvements could be made with Mr. Worsham and Mr. Graham.

ALDERMAN BERRY - Mr. Berry attended a Planning Commission Meeting, a Board of Education meeting, and attended several Little League games. He attended a session in Nashville regarding the SRO monies that the state is putting in place and should be available by the beginning of next school year.

ALDERMAN GLICK - Mr. Glick did a walk around downtown with Mr. Worsham and Mr. Graham, they discussed some good possibilities that should be easily maintained. He attended the CPDC meeting as well as the Special Called Planning Commission meeting.

MAYOR PRO TEM MATHIS – No report.

MAYOR RAY KNOWIS - Mr. Knowis stated he attended a TUA Board meeting, two different Planning Commission meetings and the Mayors Planning Coordinating meeting.

CITY ATTORNEY – Thanked Alderman Mann and Alderman Glick for resurrecting the Downtown Plan. He has been serving the summons on delinquent taxes. He is doing research on William Northern Blvd at the Cedar Lane intersection as well as research on Open Meetings Law.

INTERIM CITY ADMINISTRATOR – Mr. Kenny Pearson stated he has been working on budgets. He has scheduled three budget study session meetings May 2nd – 4th, beginning at 4:00 p.m. He attended the TCMA Conference. IT has put together an email for citizens, he is meeting with Civic HR on Friday to discuss triggers that will get the email to the correct department. He issued an emergency purchase order for a garbage truck; this truck could be delivered in three months. He has received the quotes from St. John on the bathroom project at the soccer fields.

CONSENT AGENDA:

ITEM NO. 23-73 – MINUTES OF THE APRIL 10, 2023, REGULAR MEETING.

Mayor Knowis read the caption(s) for the Consent Agenda item(s).

A motion was made by Alderman Berry and seconded by Alderman Mathis to approve the item(s) on the Consent Agenda.

On roll call all members present voted aye and it was so ordered.

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

ORDINANCE NO. 1593 - AN ORDINANCE TO ADOPT THE REVISED 2011 TULLAHOMA COMPREHENSIVE PLAN, for passage on the first of two readings.

Mayor Knowis read the caption for Ordinance No. 1593 and stated the details could be found beginning on page 32 of tonight's agenda.

A motion was made by Alderman Berry and seconded by Alderman Glick to adopt Ordinance No. 1593.

A motion was made by Alderman Glick and seconded by Wilson to amend the motion to approve by accepting the Final Revised 2011 Tullahoma Comprehensive Plan as presented by the Community Plan Development Committee, without the changes made by the Planning Committee.

A discussion ensued.

On roll call all members present voted to the amended motion as follows:

Aye(s): Glick, Mann, Wilson
Nay(s): Berry, Knowis, Mathis

The vote being three (3) aye(s) and three (3) nay(s); the motion failed.

On roll call all members present voted on the original motion to adopt Ordinance No. 1593 as follows.

Aye(s): Berry, Knowis
Nay(s): Glick, Mann, Mathis, Wilson

The vote being two (2) aye(s) and four (4) nay(s); the motion failed.

RESOLUTION NO. 1937 – A RESOLUTION TO AMEND THE STUDY SESSION SCHEDULE OF THE BOARD OF MAYOR AND ALDERMAN.

Mayor Knowis read the caption for Resolution No. 1937 and stated that details could be found on page 216 of tonight's agenda.

A motion was made by Alderman Glick and seconded by Alderman Berry to make an amendment that if the study session deals with any matter that has fiscal impact or budgetary items, it will automatically be televised.

On roll call all members present voted on the amendment to televise fiscal and budgetary study sessions as follows:

Aye(s): Berry, Glick, Mathis, Wilson
Nay(s): Knowis, Mann

The vote being four (4) aye(s) and two (2) nay(s); the motion passed, and it was so ordered.

On roll call all members present voted aye on the original motion to amend the Study Session schedule and it was so ordered.

ITEM NO. 23-74 – CONSIDER APPROVAL OF A DISCUSSION TO PROVIDE STAFF DIRECTION ABOUT HOW TO MOVE FORWARD ON THE DOWNTOWN PLANTING PROJECT.

Mayor Knowis read the caption for Agenda Item No. 23-74 and stated that details could be found on page 254 of tonight's agenda.

A motion was made by Alderman Mann and seconded by Alderman Berry to approve Item No. 23-74.

Alderman Mann stated that this project is in the early stages, it is to improve the planters downtown, coming up with a more uniform plan. There is money coming in from Rotary, Community Pride Foundation, other downtown residents, and hopefully more will join in to make this a true community effort. From the staff he is looking for concrete ideas as well as a long-term maintenance plan. Input from everyone is welcome.

There being no further business to come before the Board of Mayor and Alderman at this time, the Board Meeting adjourned at 7:50 p.m.

CITY RECORDER

MAYOR

**BEER BOARD MEETING
MINUTES FOR
October 23, 2023**

The Beer Board of the City of Tullahoma, Coffee and Franklin Counties, Tennessee assembled for a meeting on Monday, October 23, 2023, at the Municipal Building in Tullahoma with Mayor Ray Knowis presiding and the following named members of the Board of Mayor and Aldermen: Jenna Amacher, Daniel Berry, Kurt Glick, Derick Mann, Jerry Mathis, and Bobbie Wilson.

Mr. Jason Quick, City Administrator; Mr. Stephen W. Worsham, City Attorney; Mrs. Sue Wilson, Finance Director; Charles Rush, Planning Director; and Mrs. Lori Ashley, City Recorder; were also present at the meeting.

Mayor Ray Knowis called the meeting to order.

PUBLIC COMMENTS: N/A

A motion was made by Alderman Berry and seconded by Alderman Glick to remove Item No. 23-BB38 and Item No. 23-BB40 from the agenda.

On roll call all board members present voted aye and it was so ordered.

CONSENT AGENDA:

Item No. 23-BB36 – Minutes of the October 9, 2023, Regular Meeting.

A motion was made by Alderman Berry and seconded by Alderman Amacher to approve the minutes from the Regular Beer Board meeting on October 9, 2023.

On roll call all board members present voted aye and it was so ordered.

NEW BUSINESS:

Item No. 23-BB37 – Request to approve a Beer Application (On-Premises Permit) for Ragu II at 111 W Lauderdale Street. Ms. Mayra Santos will be the manager in charge of beer sales.

A motion was made by Alderman Berry and seconded by Alderman Mann to approve the Item No. 23-BB37.

On roll call all board members present voted aye and it was so ordered.

Item No. 23-BB39 – Request to approve a Beer Application (On-Premises Permit) for Blokes at 511 East Carroll Street. Chad Hobbs will be the manager in charge of Beer Sales.

A motion was made by Alderman Berry and seconded by Alderman Mann to approve Item No. 23-BB39.

On roll call all members voted aye and it was so ordered.

There being no further business to come before the Beer Board at this time, so the Beer Board Meeting adjourned at 6:54 p.m.

CITY RECORDER

MAYOR

**SPECIAL CALL BEER BOARD MEETING
MINUTES FOR
November 6, 2023**

The Beer Board of the City of Tullahoma, Coffee and Franklin Counties, Tennessee assembled for a Special Called meeting on Monday, November 6, 2023, at the Municipal Building in Tullahoma with Mayor Ray Knowis presiding and the following named members of the Board of Mayor and Aldermen: Jenna Amacher, Daniel Berry, Kurt Glick, Derick Mann, Jerry Mathis, and Bobbie Wilson.

Mr. Jason Quick, City Administrator; Mr. Stephen W. Worsham, City Attorney; Mrs. Sue Wilson, Finance Director; Charles Rush, Planning Director; and Mrs. Lori Ashley, City Recorder; were also present at the meeting.

Mayor Ray Knowis called the meeting to order.

PUBLIC COMMENTS: N/A

CONSENT AGENDA: N/A

NEW BUSINESS:

Item No. 23-BB41 – Request to approve a Beer Application (Off-Premises Permit) for Mapco Express, Inc. at 101 Cedar Lane and 315 East Lincoln Street, subject to passing final fire inspection. Mr. Marvin Hewatt is the owner and Ms. Chelsey Farless will be the Manager in charge of Beer Sales.

A motion was made by Alderman Mathis and seconded by Alderman Mann to approve the Item No. 23-BB41.

On roll call all board members present voted aye and it was so ordered.

There being no further business to come before the Beer Board at this time, so the Beer Board Meeting adjourned at 5:21 p.m.

CITY RECORDER

MAYOR