

CITY OF MANCHESTER
BOARD OF MAYOR AND ALDERMEN AGENDA
February 7, 2023 @ 6:30 P.M.
City Hall Board Room
5:30 P.M. WORK SESSION

1. **INVOCATION**

2. **PLEDGE TO THE FLAG**

3. **ROLL CALL**

4. **MINUTES**

January 3, 2023 BOMA Meeting Minutes, and January 3, 2023 BOMA Beer Board Minutes

5. **CORRESPONDENCE**

6. **COMMENTS FROM CITIZENS**

7. **COMMENTS FROM MAYOR**

8. **COMMITTEE AND COMMISSION REPORTS**

*Safety *Finance *Street *Water & Sewer *Recreation *Tourism *Planning & Zoning
*Information Systems *Historic Zoning

9. **RESOLUTIONS AND ORDINANCES**

Resolutions:

- a. A resolution amending the Physical Development Plan of the City of Manchester applicable to property at 118 Ester Lane (Michael and Sonya Jernigan); sponsored by Vice Mayor Messick.
- b. A resolution applying for an Economic Development Administration grant for improvements to the Manchester Sewer System; sponsored by Vice Mayor Messick.
- c. A resolution to approve a contract with a change order in the amount of Two Hundred Fifty-Five Thousand Seven Hundred Eighty Dollars (\$255,780.00) with Norris Brothers Excavating, LLC for water main improvements, Project #102-178; sponsored by Vice Mayor Messick.
- d. A resolution approving a lease to own agreement with Enterprise FM Trust, over a Five (5) year term, in the total amount of Nine Hundred and Nineteen Thousand Three Hundred and Sixty-Four and 40/100 Dollars (\$919,364.40) for the Lease/Purchase of Nineteen (19) Police vehicles; sponsored by Alderman Hobbs.

Ordinances:

- a. 2nd reading of an ordinance rezoning property owned by Mike Jernigan at 118 Ester Lane from R-1 to R-3; sponsored by Vice Mayor Messick.
- b. 2nd reading of an ordinance rezoning property owned by Jan Hammonds E.T. AL., on 196 and 230 Campground Road and recently annexed into the City as C-2 Commercial; sponsored by Vice Mayor Messick.
- c. 2nd reading of an ordinance to amend Manchester Municipal Code 12-301 relative to Building Permit Fees; sponsored by Vice Mayor Messick.
- d. 2nd reading of an ordinance to add a provision to Title 14 Chapter 4 of Manchester Municipal Code to regulate Travel Trailers; sponsored by Vice Mayor Messick.
- e. 2nd reading of an ordinance amending the Budget Ordinance for Fiscal Year 2022-23, Ordinance No. 1654; sponsored by Alderman Hobbs.
- f. 1st reading or an ordinance to rezoning a portion owned by Common John Brewing Company at 210 Woodbury Highway from R-3 to C-3; sponsored by Vice Mayor Messick.
- g. 1st reading or an ordinance amending Title 14, Chapter 3 of the Manchester Municipal Code, the same being the Zoning Ordinance of the City of Manchester, Tennessee, to amend the definition of Wholesale Sales; sponsored by Vice Mayor Messick.

10. **OLD BUSINESS**

11. NEW BUSINESS

- Rec. Complex Roof Bid Resolution BOMA to vote on 4 options (1 base bid and 3 alternates)
- MPD Major Position Job Description
- MPD Mobile/Generator Lighting Policy
- Inspector for Waite St. Project
- Planning & Zoning Commission - UGB residents two vacancies – 5yr term – Mayoral Appt.

12. ITEMS FROM THE BOARD OF MAYOR AND ALDERMAN

13. ADJOURNMENT:

CITY OF MANCHESTER
BOARD OF MAYOR AND ALDERMEN
Meeting Minutes
January 3, 2023, @ 6:30 pm
City Hall Board Room

The Board of Mayor and Aldermen met in regular session at 6:30 p.m. in the Board Room at Manchester City Hall. The meeting was presided by Mayor Howard. Present for the meeting were Mayor Howard, Alderman French, Alderman Bellamy, Alderman Hobbs, Vice Mayor Messick, Alderman Parsley, Attorney Johnson, Finance Director Anderson, Executive Administrative Assistant Keele, Police Chief Sipe, Assistant Police Chief Floied, Fire Chief Chambers, Community Development & Zoning Director Brittany Fiske, Public Works Kristina Moore, MWSD Director Phillip Miller, Parks/Rec Director Fox, Assistant Parks/Rec Director Johnson, I.S. Director Smotherman, Engineer Scot St. John, and other citizens. Absent was Alderman Anderson. The meeting opened with a prayer by Pastor Mark Barron, and the pledge to the flag was spoken in unison. Mayor Howard called the meeting to order.

ROLL CALL:

Finance Director Myers called the roll.

APPROVAL OF MINUTES:

Alderman French made a motion to approve the December 6, 2022 BOMA Meeting Minutes and seconded by Alderman Parsley. The minutes passed 5-0.

CORRESPONDENCE: none

COMMENTS FROM CITIZENS: none

COMMENTS FROM MAYOR: Mayor Howard commented about moving into 2023 and working with the BOMA. Mayor Howard announced the City was awarded a grant through TDEC-ARF for improvements to water/sewer infrastructure in the amount of 1,647,819.31, and welcomed everyone in attendance.

Safety Committee- Alderman Hobbs stated there would be a Special Called Safety meeting on Jan. 11

Finance Committee- Alderman Hobbs stated there would be a Special Called Safety Meeting on Jan. 11

Street Committee- Kristina Moore with Public Works stated the next Street Committee meeting would be 1-12-23

Water /Sewer Commission- Director Miller stated the next meeting would be 1-5-23.

Recreation Commission- Director Fox stated the next meeting would be 1-12-23.

Tourism Development Commission- nothing to report

Planning & Zoning Commission- Director Fiske stated next Planning & Zoning meeting would be 1-19-23.

Information Systems Committee- Alderman Parsley stated nothing to report.

Historic Zoning Commission- Alderman Bellamy stated nothing to report.

RESOLUTIONS & ORDINANCES

Resolutions:

- a. A resolution accepting Lexington Circle and Bluegrass Road in Lexington Subdivision as City Streets; sponsored by Vice Mayor Messick. Vice Mayor Messick made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to discussion and after none, called for the roll. The resolution passed 5-0.
- b. A resolution adopting a Plan of Services preliminary to annexation of Eight and Six/Hundredths (8.6) Acres of property owned by Jan Hammonds E.T. AL., located at 230 and 196 Campground Road; Sponsored by Vice Mayor Messick. Alderman French made a motion to approve and seconded by Vice Mayor Messick. Mayor Howard opened the floor to a public hearing, and Vice Mayor Messick discussed the location of the property. Mayor Howard called for the roll, and the resolution passed 5-0.
- c. A resolution annexing Eight and Six/Hundredths (8.6) Acres of Property owned by Jan Hammonds E.T. AL., located at 230 and 196 Campground Road; sponsored by Vice Mayor Messick. Alderman

French made a motion to approve and seconded by Alderman Bellamy. Mayor Howard opened the floor to discussion and after none called for the roll. The resolution passed 5-0.

Ordinances:

- a. 2nd reading of an ordinance rezoning property owned by Mitch Umbarger on Murfreesboro Highway from RS-1 to R-4; sponsored by Vice Mayor Messick. Alderman French made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to a public hearing and after none called for the roll. The ordinance passed final reading 4-1, with Alderman Parsley voting nay.
- b. 2nd reading of an ordinance rezoning property owned by Eric Burch and Leif Swanson on 1310, 1312, and 1314 McArthur St. from R-3 to R-4; sponsored by Vice Mayor Messick. Alderman French made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to a public hearing and after none called for the roll. The ordinance passed final reading 4-1, with Alderman Parsley voting nay.
- c. 2nd reading of an ordinance to amend Manchester Municipal Code 14-809(2) relative to Rezoning Signage; sponsored by Vice Mayor Messick. Vice Mayor Messick made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to discussion and after none called for the roll. The ordinance passed final reading 5-0.
- d. 2nd reading of an ordinance to amend Manchester Municipal Code 14-101 relative to Planning Commission Membership; sponsored by Vice Mayor Messick. Vice Mayor Messick made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to discussion and after none called for the roll. The ordinance passed final reading 5-0.
- e. 1st reading of an ordinance rezoning property owned by Mike Jernigan at 118 Ester Lane from R11 to R-3; sponsored by Vice Mayor Messick. Vice Mayor Messick made a motion to approve and seconded by Alderman French. Mayor Howard opened the floor to discussion and Vice Mayor Messick discussed the location. Mayor Howard called for the roll and the ordinance passed first reading 5-0.
- f. 1st reading of an ordinance rezoning property owned by Jan Hammonds E.T. AL., on 196 and 230 Campground Road and recently annexed into the City as C-2 Commercial; sponsored by Vice Mayor Messick. Alderman French made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to discussion and after none called for the roll. The ordinance passed first reading 5-0.
- g. 1st reading of an ordinance to amend Manchester Municipal Code 12-301 relative to Building Permit Fees; sponsored by Vice Mayor Messick. Vice Mayor Messick made a motion to approve and seconded by Alderman French. Mayor Howard opened the floor to discussion and Director Fiske discussed the ordinance. Mayor Howard called for the roll and the ordinance passed first reading 5-0.
- h. 1st reading of an ordinance to add a provision to Title 14 Chapter 4 of Manchester Municipal Code to regulate Travel Trailers; sponsored by Vice Mayor Messick. Vice Mayor Messick made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to discussion and Director Fiske discussed individuals living in travel trailers. Mayor Howard called for the roll and the ordinance passed first reading 5-0.
- i. 1st reading of amend Manchester Municipal Code 18-203 relative to capacity fees, wastewater frontage fees, and wastewater service charges; sponsored by Vice Mayor Messick. **tabled**

OLD BUSINESS: none

NEW BUSINESS

- MWSD GIS Technician Job Description - Vice Mayor Messick made a motion to approve and seconded by Alderman French. The motion passed 5-0
- COLA – Mayor Howard asked if there was a motion to put on the table to discuss the Cost of Living Adjustment and Alderman Hobbs made a motion to discuss and seconded by Alderman Bellamy. Alderman Hobbs discussed 10 percent or 7 percent and would like to start this in January 2023. Alderman Parsley stated he has a spouse that works for the city and would not be allowed to vote. Director Myers discussed information she had received from the auditors. Alderman French discussed the need for the salary study and that we have RFPs out for that. Alderman French

discussed other policies would be more impactful, and a scaled pay range. Alderman French stated he would vote on this tonight but wouldn't next time if we don't have a wage evaluation. Vice Mayor Messick stated the finance committee voted to not give the COLA to Director Miller and Director Myers. Alderman Hobbs made a motion to approve the 10 percent COLA with the start date of January 2nd, and to exclude employees hired after Jan. 2, 2023, along with Director Myers, and Director Miller from the COLA. Vice Mayor Messick seconded the motion. Mayor Howard called for the roll and the motion passed 4-0 with Alderman Parsley abstaining. Mayor Howard called for the roll on the original motion and the motion passed 4-0 with Alderman Parsley abstaining.

- Tourism Commission Vacancy (McReynolds) – 9-month term – BOMA Appointment – Alderman French made a motion to approve Lori Watson and seconded by Alderman Hobbs. The motion passed 4-0 with Alderman French abstaining.
- Finance Assistant – Director Myers discussed hiring an individual with 10 yrs. government experience and she is asking for 20 days of sick days and understands that if she is terminated she will not be paid out for the days. She would like 15 days vacations and would like to have the vacation time as she accrues it and not wait a year. Alderman French made a motion to approve 160 hours sick time with the understanding she can't cash it out if she quits and 15 days' vacation time starting out and seconded by Alderman Parsley. The motion passed 5-0.
- Resolution authorizing imposition of restrictions to the Dave King Park Property improved with a Local Park and Recreation Fund Grant. Attorney Johnson discussed the resolution. Alderman French made a motion to approve the resolution and seconded by Alderman Hobbs. Mayor Howard opened the floor to discussing and Director Fox discussed the resolution. Mayor Howard called for the roll and the resolution passed 5-0.

COMMENTS FROM BOMA: Alderman French discussed he would like to see the salary study reviewed, Alderman Bellamy discussed looking at vacation and sick time accrual. Alderman Bellamy discussed looking at the insurance and what we have is a piece of junk. Alderman Hobbs discussed looking forward to 2023 and getting ready for the budget cycle. Alderman Parsley discussed the need to look at new health insurance.

ADJOURNMENT:

- Being no further business to discuss, Mayor Howard asked for a motion to adjourn and Alderman French made the motion. The motion was seconded by Alderman Hobbs. The motion to adjourn was passed 5-0. The meeting adjourned at 7:35 p.m.

SIGNATURES:

Mayor Marilyn Howard

Executive Administrative Assistant Keele

City of Manchester
Board of Mayor and Alderman
Beer Board Minutes
January 3rd, 2023

Immediately Following the Mayor and Aldermen Board Meeting

Mayor Howard called the Meeting to Order

Application(s):

1. **Name of Business:** La Rivera Mexican Restaurant, **DBA:** La Rivera Mexican Restaurant; **Business Address:** 95 Skinner Flat Road, Manchester, TN 37355; **Previous Name of Business:** N/A; **Name and Address of Property Owner:** Mike Niederhauser, 95 Skinner Flat Rd., Manchester, TN 37355, **Name of Applicant:** Juventino Garcia, 321 Lexington Circle, Manchester, TN 37355. Application is for On-premises consumption. Assistant Police Chief Adam Floied stated the applicant has met all requirements and is favorable for permit. Alderman French made a motion to approve and seconded by Vice Mayor Messick. Mayor Howard opened the floor to discussion and after none, called for the roll. The application passed 6-0.
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- **Adjournment:** Being no further business to discuss, Mayor Howard asked for a motion to adjourn and Alderman French made the motion. The motion was seconded by Alderman Hobbs. The motion to adjourn was passed 5-0. The meeting adjourned at 7:39 p.m.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE PHYSICAL DEVELOPMENT PLAN OF THE CITY OF MANCHESTER APPLICABLE TO PROPERTY AT 118 ESTER LANE (MICHAEL AND SONYA JERNIGAN)

WHEREAS, the Board of Mayor and Aldermen of the City of Manchester, Tennessee adopted a Physical Development Plan as contemplated by T.C.A. 13-4-202; and

WHEREAS, on December 19, 2022, the Planning Commission of the City of Manchester recommended an amendment to the plan to reclassify certain property owned by Michael And Sonya Jernigan, described below, from low-density residential to medium-density residential; and

WHEREAS this constitutes the Planning Commission's initiation of an amendment to the general plan as contemplated by T.C.A. 13-4-202(b)(1)(A); and

WHEREAS the Board of Mayor and Aldermen of the City of Manchester gave notice in a newspaper of general circulation in the City that it would hold a public hearing to address an amendment to the Physical Development Plan to incorporate the change from low-density residential to medium-density residential as identified above; and

WHEREAS the Board of Mayor and Aldermen held a public hearing on this change in the Physical Development Plan on February 7, 2023; and

WHEREAS, after considering the statements made at the public hearing, the Board of Mayor and Aldermen believes this change to be in the best interest of the City.

BE IT THEREFORE RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the Physical Development Plan of the City of Manchester be and it is amended to reclassify the property owned by Michael and Sonya Jernigan, described below as medium-density residential:

Being all of Lot Number One (1) of a minor survey division of the Georgia S. Willis Revocable Trust Subdivision, a plat of which is of record in Plat cabinet 812B, Register's Office of Coffee County, Tennessee, to which reference is hereby made for a more detailed and complete description.

And being the same property conveyed to Michael Jernigan and wife Sonya Jernigan, by a Warranty Deed from Ronnie Randall recorded February 2, 2015 Warranty Deed Book 364, Page 657, Register's Office, Coffee County, Tennessee.

Passed by a majority vote this _____ day of _____ 2023.

Marilyn Howard, Mayor

ATTEST:

Lisa Myers, Finance Director

CITY OF MANCHESTER, TENNESSEE

DEPARTMENT OF HEALTH AND CODES

200 W. Fort Street

Manchester, TN 37355

931-723-1464

Email: gfrazier@cityofmanchestertn.com

REZONING APPLICATION

FEE: \$200

DATE: 11-23-22

MEETING DATE: JAN, 2023

CASE #: 36-2022

TIME OF MEETING: 5:30 P.M.

LOCATION: CITY HALL MEETING ROOM

- APPROVAL
- DISAPPROVAL
- NO ACTION TAKEN

MANCHESTER PLANNING COMMISSION

Name of Property Owner: Mike Sonja Jernigan

Address of Owner: 262 Avery Court Manchester

Home Phone: 931-409-2413 Work Phone: 931-728-2402

I hereby request to the Planning Commission:

Rezoning B1 to ~~R4~~ R4

Intended Use: Multi Family

Address of Property: 119 Ester Lane Manchester

Property Tax Map No: 085 Group: _____ Control Map: 085 Parcel No. 025.00

Is this property in a Flood Hazard Area per FIRM Map No. 47031C0- _____

Map Revised: August 4, 2008.

Note: 3.35 acres

I do hereby, certify that the information given above is accurate/correct to the best of my knowledge

[Signature]
Signature of Owner/Authorized Agent

- Rezoning instruction sheet received
- Site Plan checklist received



Dec 21 ~~SAKLANA~~

CITY OF MANCHESTER, TENNESSEE BUILDING PERMIT VAR,SPEC EXC,REZONING, ORD AMD

PERMIT #: 116572

DATE ISSUED: 11/28/2022

DESCRIPTION: VAR,SPEC EXC,REZONING,
ORD AMD
LOCATION: 118 ESTER LANE
SUBDIVISION:
LOT#

DEBRIS
AFFADAVIT W/C
TILE PERMIT

OWNER NAME: MIKE JERNIGAN
ADDRESS: 262 AVERY COURT
CITY: MANCHESTER
STATE: TN
ZIP: 37355
PHONE:

CONTRACTOR: MIKE JERNIGAN
ADDRESS: 262 AVERY COURT
CITY: MANCHESTER
ST: TN
ZIP: 37355
PHONE: 931-409-2413
LICENSE:

ELEC CONTRACTOR
VALUATION: \$ 0.00
NO OF ELEVATORS:
NO OF FLOORS:
NO OF FAMILIES:
USE ZONE:R-1 TO R-4
ROOF:
EXTERIOR WALLS:
SPRINKLERS:
STANDPIPES:
FIREPLACES:

PLB CONTRACTR
SITE PLN ON FILE
HEIGHT:
BLDG LxW
NUMBER ROOMS
NUM KITCHENS:
FOUNDATION:
INTERIOR WALLS:
NUMBER BATHS:
HEAT SOURCE:

FRONT SETBACK:
LEFT SETBACK:

REAR SETBACK:
RIGHT SETBACK:

TOTAL BLDG FEES \$ 200.00

Remarks _____ REZONE R-1 TOR-4

If not approved, give reason: _____

Board of Zoning Appeals in case number _____ adopted _____

Application approved by _____

NOTICE

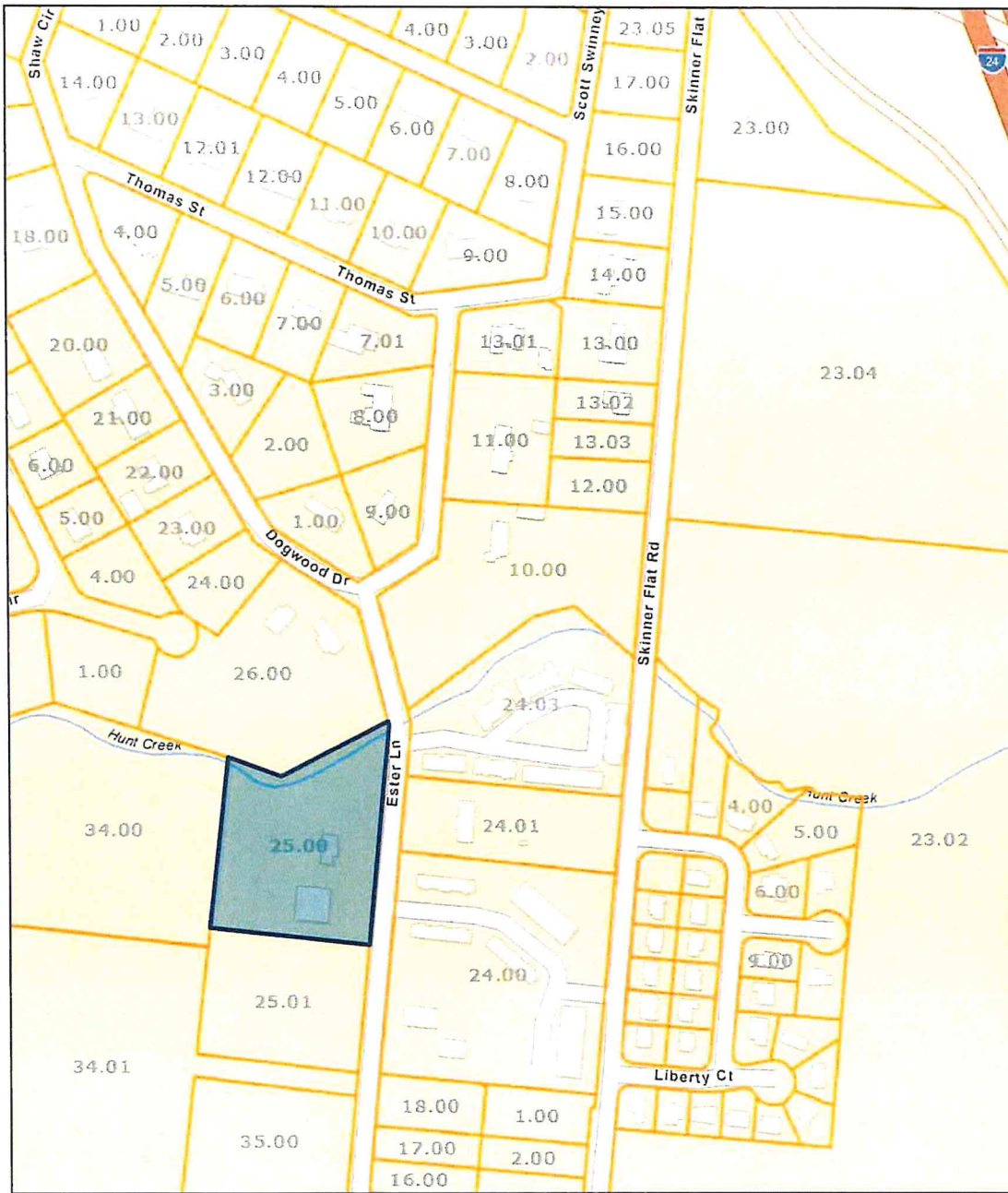
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Mike Jernigan 11-28-22
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) DATE

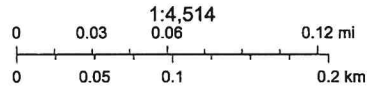
Justin Tiche 11/28/22
(ZONING BLDG CODE EXAMINER) DATE (BLDG INSPECTOR) DATE

Coffee County - Parcel: 085 025.00

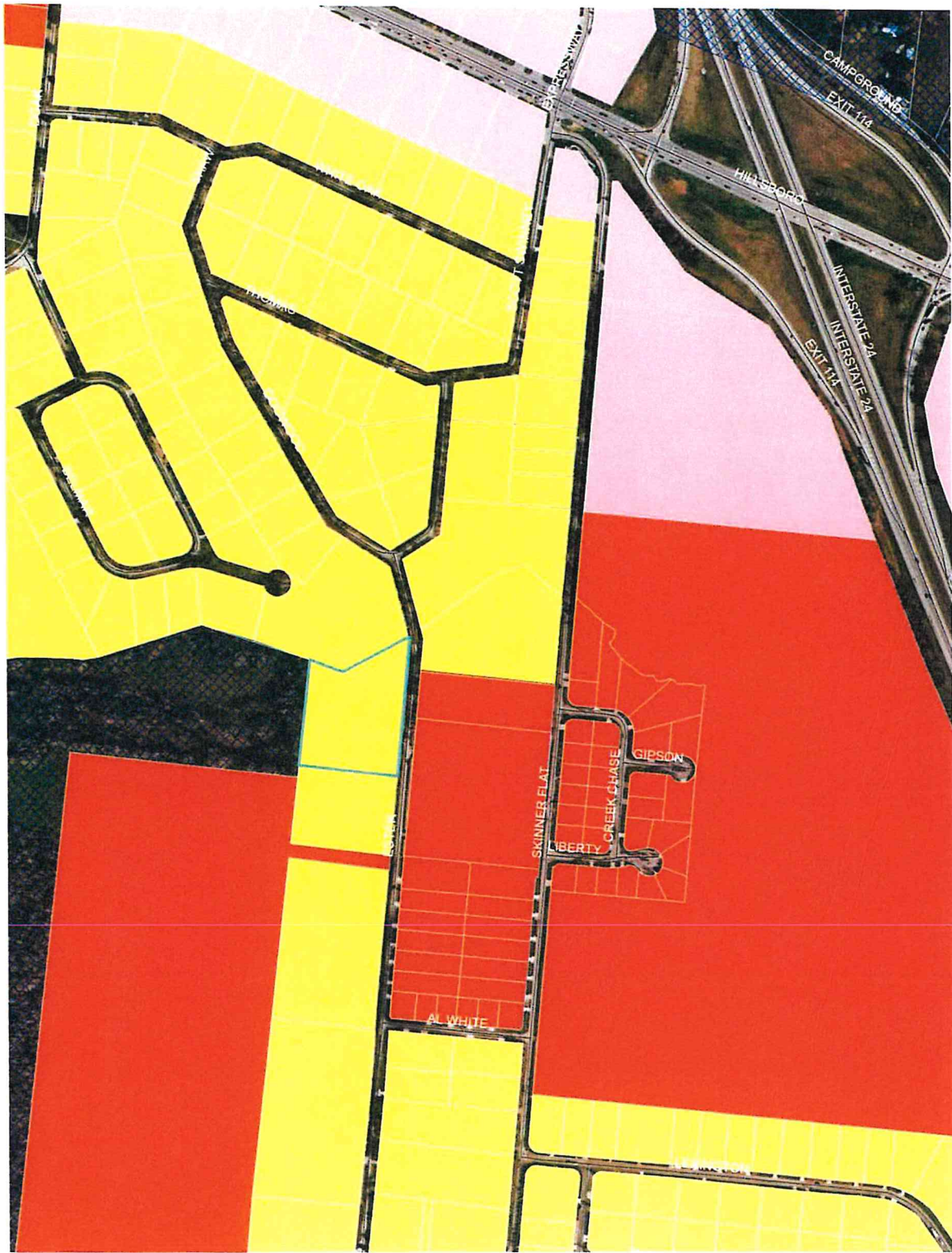


Date: December 21, 2022

County: Coffee
Owner: JERNIGAN MICHEAL ALAN ETUX
Address: ESTER LN 118
Parcel Number: 085 025.00
Deeded Acreage: 3.35
Calculated Acreage: 0



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RESOLUTION _____

WHEREAS, the City of Manchester, Tennessee is eligible for funds under the Economic Development Administration Public Works Program; and

WHEREAS, there exists a need for improvements to the Manchester Sewer System in order to accommodate the sewer needs of two new industries that will result in the creation of new jobs and private investment; and

WHEREAS, the City of Manchester wishes to make improvements to the municipal sewer system that will reduce significant infiltration/inflow and address the state-mandated sewer moratorium; and

WHEREAS, economic development in the Manchester vicinity is dependent upon an adequate municipal sewer system; and

WHEREAS, the City of Manchester wishes to make an application for said project;

NOW, THEREFORE, BE IT RESOLVED, THAT

- 1) The Mayor be authorized and directed to execute and submit an application for funds to the U.S. Economic Development Administration in the amount of \$1,000,000.
- 2) The Mayor be authorized and directed to enter into all necessary agreements to receive and administer such grant funds.
- 3) The total cost of the project is estimated to be \$1,250,000. The balance of \$250,000 in local matching contribution will be provided by the City of Manchester.
- 4) The City of Manchester, Tennessee, will own, maintain, and operate all infrastructure improvements included in this project.

PASSED AND SO ORDERED THIS ___ DAY OF FEBRUARY, 2023.

Marilyn Howard
Mayor

Lisa Myers
Finance Director

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH A CHANGE ORDER IN THE AMOUNT OF TWO HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$255,780.00) WITH NORRIS BROTHERS EXCAVATING, LLC FOR WATER MAIN IMPROVEMENTS, PROJECT #102-178

WHEREAS the City of Manchester solicited bids for the provision of certain specified water main improvements to Waite Street/Hwy 55, Project #102-178; and

WHEREAS the sole bid was reviewed by the City's Engineer and after said review, the price was negotiated downward for the betterment of the city, reflected in Change Order # 1, and by email, he recommended acceptance of the base bid amended by Change Order # 1 of Norris Brothers Excavating, LLC for water main improvements to Waite Street/Hwy 55; and

WHEREAS Manchester Municipal Code Section 5-703(4) of the City of Manchester requires any obligation of the City on any contract in excess of \$35,000 be approved by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the City of Manchester enter into a contract with Norris Brothers Excavating, LLC for water main improvements to Waite Street/Hwy 55, Project # 102-178 for the base bid as amended by Change Order # 1 of Two Hundred Fifty Five Thousand Seven Hundred Eighty Dollars (\$255,780.00).

Resolved this _____ day of February 2023.

Marilyn Howard, Mayor

Lisa Myers, Finance Director

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE TO OWN AGREEMENT WITH ENTERPRISE FM TRUST, OVER A FIVE (5) YEAR TERM, IN THE TOTAL AMOUNT OF NINE HUNDRED AND NINETEEN THOUSAND THREE HUNDRED AND SIXTY FOUR AND 40/100 DOLLARS (\$919,364.40) FOR THE LEASE/PURCHASE OF NINETEEN (19) POLICE VEHICLES

WHEREAS the City of Manchester has a police department that has historically owned and maintained its vehicle fleet; and

WHEREAS the City of Manchester Police Department's vehicle fleet is getting older and the mileage on said fleet is becoming harder to maintain; and

WHEREAS the City of Manchester has solicited a competitive proposal for "lease to purchase" police vehicles; and

WHEREAS, in order to fulfill the City of Manchester's needs for police vehicles, the Police Department and Safety and Finance committees have recommended the agreement for the 19 vehicles and services listed on Exhibit "A" at a total cost of Nine Hundred and Nineteen Thousand, Three Hundred and Sixty Four and 40/100 Dollars (\$919,364.40) over a Five (5) year term; and

WHEREAS Manchester Municipal Code 5-703(4) requires any contractual obligation in excess of Thirty-Five Thousand Dollars (\$35,000) be approved by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the City of Manchester enter into an agreement with Enterprise FM Trust, a Delaware statutory trust, to provide the vehicles and services listed on Exhibit "A" attached hereto and incorporated herein at a total cost of Nine Hundred and Nineteen Thousand, Three Hundred and Sixty Four and 40/100 Dollars (\$919,364.40) over a Five (5) year term.

Resolved this _____ day of _____ 2023.

Marilyn Howard, Mayor

Lisa Myers, Finance Director



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

Initials: EFM _____ Customer _____

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Customer _____

ORDINANCE NO. _____

**AN ORDINANCE REZONING PROPERTY OWNED BY MIKE JERNIGAN AT 118
ESTER LANE FROM R-1 TO R-3**

WHEREAS the City of Manchester has a currently enacted Zoning Ordinance and Zoning Map; and

WHEREAS, pursuant to Tennessee Law, since the zoning of real estate is accomplished by ordinance: it must be amended by ordinance rather than by resolution; and

WHEREAS the Manchester Planning Commission, at its meeting December 19, 2022, considered the rezoning request that the property owned by Mike Jernigan, described below, be rezoned from R-1 to R-3, and voted to send that request to the Board with a positive recommendation; and

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Title 14, Chapter 6, Section 6, Section 1 of the Manchester Municipal Code be, and it is hereby amended to apply the zoning classification of R-3 to the following described property owned by Mike Jernigan at 118 Ester Lane:

Being all of Lot Number One (1) of a minor division of the Georgia S. Willis Revocable Trust Subdivision, a plat of which is of record in Plat Cabinet 812B, Register's Office of Coffee County, Tennessee, to which reference is hereby made for a more detailed and complete description.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Title 14, Chapter 6, Section 2 of the Manchester Municipal Code entitled Zoning Map be amended to show this property as R-3; and

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that this ordinance shall take effect on and after

its publication and passage and public hearing, the public welfare of the City of Manchester, Tennessee requiring it and that all ordinances in conflict be repealed to the extent of this conflict.

This ordinance is presented and passed with the positive recommendation of the Manchester Planning Commission obtained at its meeting on December 19, 2022.

PASSED FIRST READING: _____ January 3 _____, 2023

PASSED SECOND AND FINAL READING: _____, 2023

Marilyn Howard, Mayor

Lisa Myers, Finance Director

CITY OF MANCHESTER, TENNESSEE
DEPARTMENT OF HEALTH AND CODES
200 W. Fort Street
Manchester, TN 37355
931-723-1464
Email: gfrazier@cityofmanchestertn.com
REZONING APPLICATION

FEE: \$200

DATE: 11-23-22

MEETING DATE: JAN, 2023

CASE #: 36-2022

TIME OF MEETING: 5:30 P.M.

LOCATION: CITY HALL MEETING ROOM

- APPROVAL
 DISAPPROVAL
 NO ACTION TAKEN

MANCHESTER PLANNING COMMISSION

Name of Property Owner: Mike Senja Jernigan

Address of Owner: 262 Avery Court Manchester

Home Phone: 931-409-2413 Work Phone: 931-728-2402

I hereby request to the Planning Commission:

Rezoning B1 to ~~B1~~ R4

Intended Use: Multi Family


Address of Property: 119 Ester Lane Manchester

Property Tax Map No: 085 Group: _____ Control Map: 085 Parcel No. 025.00

Is this property in a Flood Hazard Area per FIRM Map No. 47031C0-
Map Revised: August 4, 2008.

Note: 3.35 acres

I do hereby, certify that the information given above is accurate/correct to the best of my knowledge


Signature of Owner/Authorized Agent

- Rezoning instruction sheet received
 Site Plan checklist received



Dec 21 SARALAP

CITY OF MANCHESTER, TENNESSEE

BUILDING PERMIT

VAR,SPEC EXC,REZONING, ORD AMD

PERMIT #: 116572

DATE ISSUED: 11/28/2022

DESCRIPTION: VAR,SPEC EXC,REZONING,
ORD AMD
LOCATION: 118 ESTER LANE
SUBDIVISION:
LOT#

DEBRIS
AFFADAVIT W/C
TILE PERMIT

OWNER NAME: MIKE JERNIGAN
ADDRESS: 262 AVERY COURT
CITY: MANCHESTER
STATE: TN
ZIP: 37355
PHONE:

CONTRACTOR: MIKE JERNIGAN
ADDRESS: 262 AVERY COURT
CITY: MANCHESTER
ST: TN
ZIP: 37355
PHONE: 931-409-2413
LICENSE:

ELEC CONTRACTOR
VALUATION: \$ 0.00
NO OF ELEVATORS:
NO OF FLOORS:
NO OF FAMILIES:
USE ZONE:R-1 TO R-4
ROOF:
EXTERIOR WALLS:
SPRINKLERS:
STANDPIPES:
FIREPLACES:

PLB CONTRACTR
SITE PLN ON FILE
HEIGHT:
BLDG LxW
NUMBER ROOMS
NUM KITCHENS:
FOUNDATION:
INTERIOR WALLS:
NUMBER BATHS:
HEAT SOURCE:

FRONT SETBACK:
LEFT SETBACK:

REAR SETBACK:
RIGHT SETBACK:

TOTAL BLDG FEES \$ 200.00

Remarks REZONE R-1 TOR-4

If not approved, give reason:

Board of Zoning Appeals in case number adopted

Application approved by

NOTICE

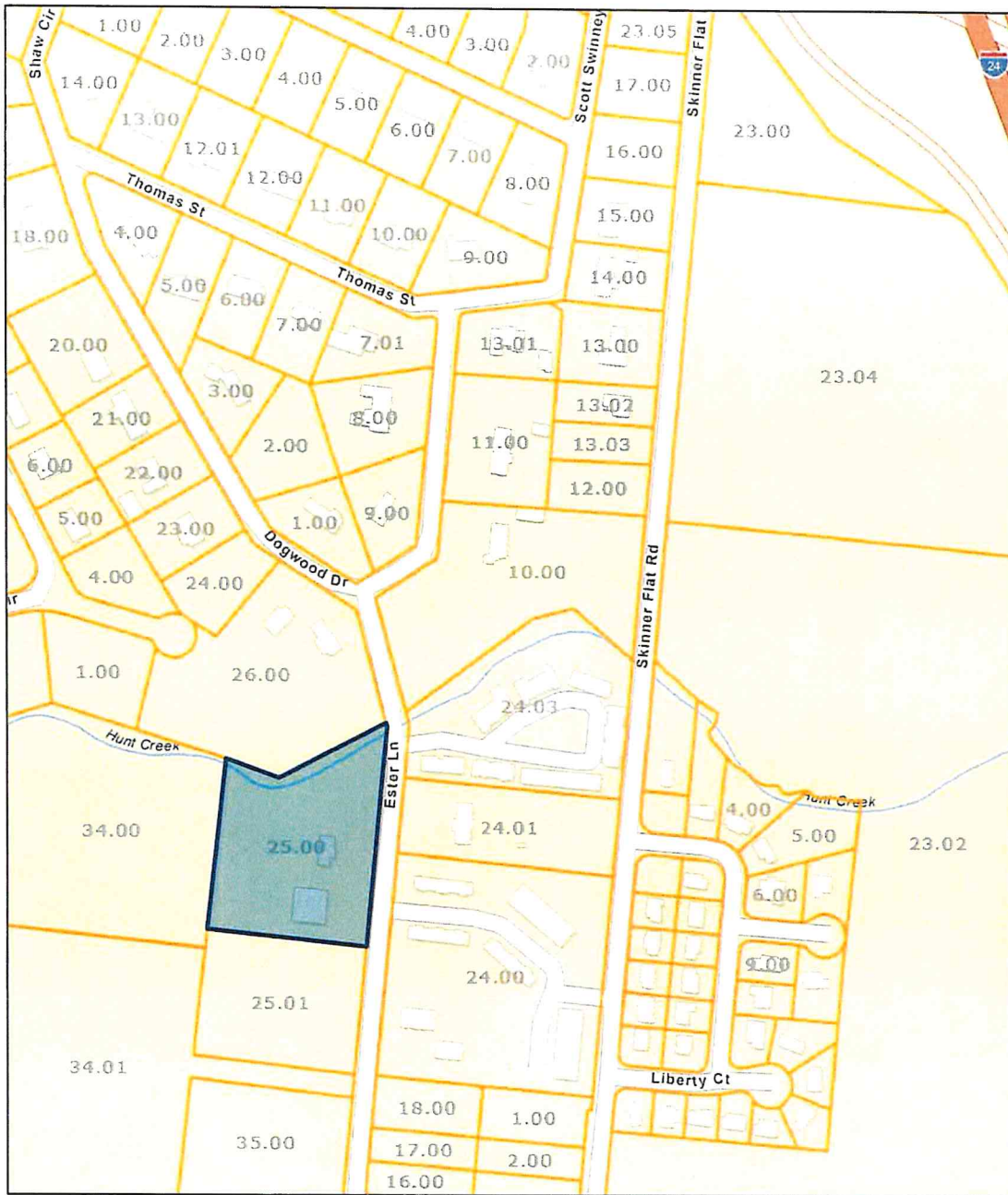
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Mike Jernigan 11-28-22
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) DATE

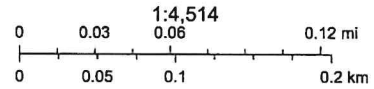
Anthony Luke 11/28/22
(ZONING BLDG CODE EXAMINER) DATE (BLDG INSPECTOR) DATE

Coffee County - Parcel: 085 025.00

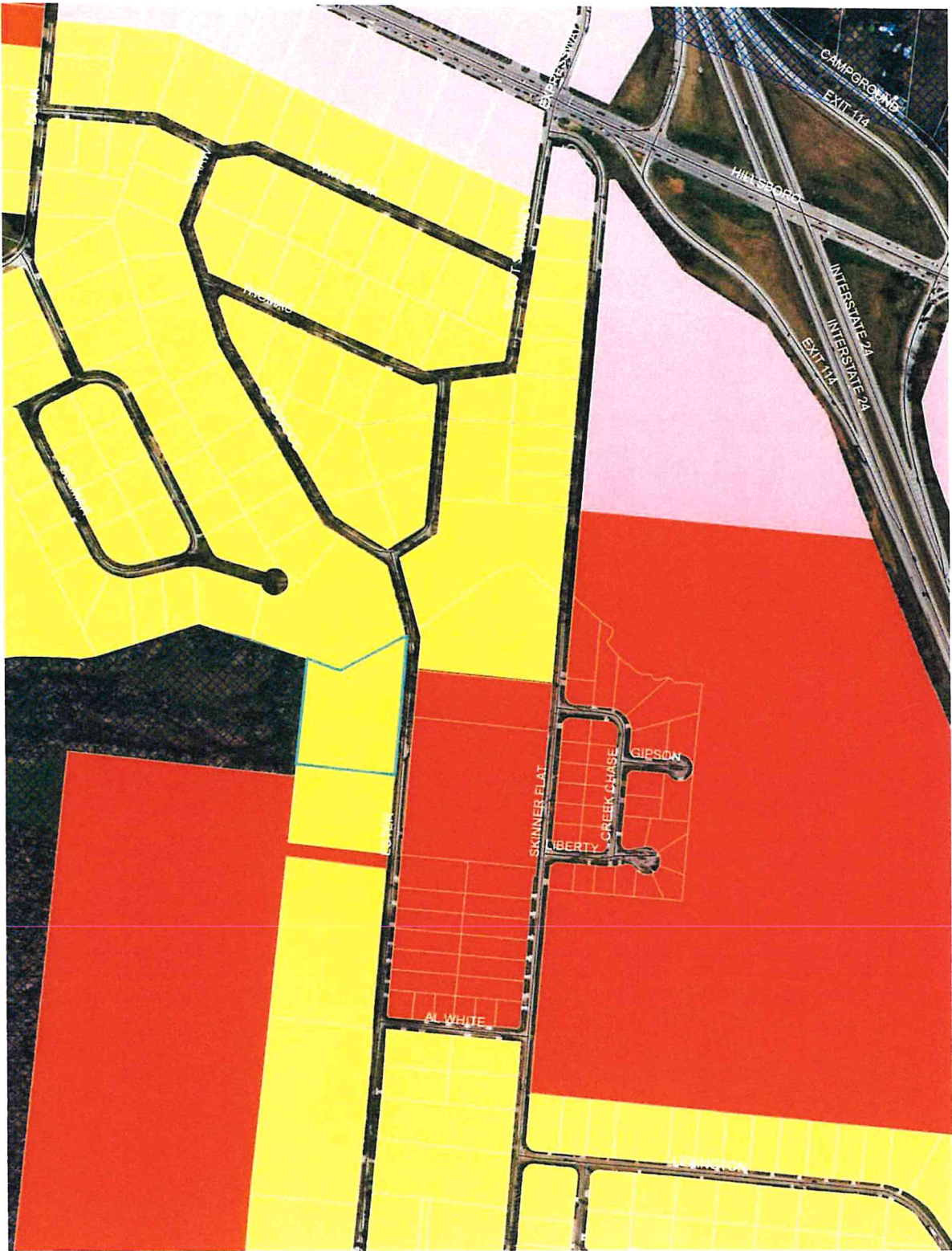


Date: December 21, 2022

County: Coffee
Owner: JERNIGAN MICHEAL ALAN ETUX
Address: ESTER LN 118
Parcel Number: 085 025.00
Deeded Acreage: 3.35
Calculated Acreage: 0



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ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY OWNED BY JAN HAMMONDS ET. AL. ON 196 AND 230 CAMPGROUND ROAD AND RECENTLY ANNEXED INTO THE CITY AS C-2 COMMERCIAL

Whereas, prior to 2012, cities were empowered to annex territory by ordinance; and

Whereas the Tennessee General Assembly revised the annexation statutes, which now provide that annexation by written consent be accomplished by resolution; and

Whereas the City of Manchester recently annexed certain property owned by Jan Hammonds et. al.; and

Whereas the City of Manchester has a currently-enacted Zoning Ordinance and Zoning Map; and

Whereas, pursuant to Tennessee law, since the zoning of real estate is accomplished by ordinance; it must be amended by ordinance rather than resolution; and

Whereas the Manchester Planning Commission recommended that the property owned by Jan Hammonds et. al., described below, be rezoned from RS-1 to C-2 Commercial.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Title 14, Chapter 6, Section 1 of the Manchester Municipal Code be, and it is, hereby amended to apply the zoning classification of C-2 Commercial to the following described property owned by Jan Hammonds et. al.:

BEGINNING at a stake in the North margin of U.S. Highway No. 41 at Thomas Edward O’Kelley’s southeast corner; thence North 04 deg. 10 min. East, 1,836.6 feet to a stake in Vickers’ line; thence along Vickers’ line South 87 deg. East 285 feet to a stake; thence along Mrs. O’Kelley’s West line South 05 deg. West 1,922 feet to an iron pin in the North margin of U.S. Highway No. 41 North 68 deg. 10 min. West 270 feet to the place of beginning, containing 11.54 Acres as surveyed by W.C. Ingram, on the 20th day of July, 1961.

However, there is excluded from this conveyance 2.38 acres, which were taken by condemnation proceedings by the State of Tenn. of record in the Circuit Court Clerk's Offices of Coffee County, Tennessee.

Being the same property inherited by Jan Hammonds et. al. And previously conveyed to John Hannah by deed dated June 19, 1978 and of record in Deed Book 165, page 127 and by deed dated December 7, 1985 and of record in Deed Book 249, Page 801 in the Register's Office of Coffee County, Tennessee.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Title 14, Chapter 6, Section 2 of the Manchester Municipal Code entitled "Zoning Map" be amended to show this property as C-2 Commercial; and

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that this ordinance shall take effect on and after its publication and passage and public hearing, the public welfare of the City of Manchester, Tennessee requiring it and that all ordinances in conflict be repealed to the extent of this conflict.

This ordinance is presented and passed with the positive recommendation of the Manchester Regional Planning Commission obtained at its meeting November 21, 2022.

PASSED FIRST READING: _____ January 3 _____, 2023

PASSED SECOND AND FINAL READING: _____, 2023

Marilyn Howard, Mayor

Lisa Myers, Finance Director

FEE 300.00

DATE 10/26/2022

MEETING DATE: 10/26/22

CASE# 52-22-00

TIME OF MEETING: 5:30 P.M.

APPROVAL

LOCATION City Hall Meeting Room

DISAPPROVAL

NO ACTION TAKEN

MANCHESTER PLANNING COMMISSION

NAME OF PROPERTY OWNER Brenda Bryan, Jan Hammonds, Mindy

ADDRESS OF OWNER: 1016 Cave Circle Drive, Manchester, Arklen

PHONE: (Home) (931) 247-3287 (Work) (931) 723-5159 TN 37355

I hereby request to the Manchester Planning Commission:

Rezoning RS 1 to C2

Intended use: Commercial

ADDRESS OF PROPERTY: 196/230 Campground Rd, Manchester,

Property Tax Map No. 085 Group _____ Control Map 085 Parcel No. 019.00 TN 37355

Is this property in a Flood Hazard Area per FIRM Map No. 47031C0- _____
Map Revised: August 4, 2008.

NOTE: Annexation request

I do hereby certify that the information given above is accurate/correct to the best of my knowledge.

Mindy Acklen
Signature of Owner / Authorized Agent

Rezoning instruction sheet received _____

Site Plan checklist received _____

280A
250A

October 21, 2022

RE: 196/230 Campground Road
Manchester, TN 37355

To Whom it May Concern:

We, the owners of the property located at 196/230 Campground Road, Manchester, Tennessee, are requesting a change in the property status. We are requesting that the City of Manchester, Tennessee annex the above referenced property.

We further request that the zoning on the property be changed from a residential status to that of commercial, C2. Please let us know if you have any further questions or require anything further from us.

Thank you for your consideration in this matter.

Sincerely,



Brenda Bryan

Jan Hammonds



Mindy Acklen



CITY OF MANCHESTER, TENNESSEE

BUILDING PERMIT REZONING

PERMIT #: 116515

DATE ISSUED: 9/21/2022

DESCRIPTION: VAR, SPEC EXC, REZONING,
ORD AMD
LOCATION: 230/196 CAMPGROUND RD
SUBDIVISION:
LOT#

DEBRIS
AFFADAVIT W/C
TILE PERMIT

OWNER NAME: MINDY ACKLEN
ADDRESS: 106 CAVE CIRCLE DR
CITY: MANCHESTER
STATE: TN
ZIP: 37355-3979
PHONE:

CONTRACTOR: MINDY ACKLEN
ADDRESS: 106 CAVE CIRCLE DR
CITY: MANCHESTER
ST: TN
ZIP: 37355-3979
PHONE: 931-247-3287
LICENSE:

ELEC CONTRACTOR
VALUATION: \$ 0.00
NO OF ELEVATORS:
NO OF FLOORS:
NO OF FAMILIES:
USE ZONE:
ROOF:
EXTERIOR WALLS:
SPRINKLERS:
STANDPIPES:
FIREPLACES:

PLB CONTRACTR
SITE PLN ON FILE
HEIGHT:
BLDG LxW
NUMBER ROOMS
NUM KITCHENS:
FOUNDATION:
INTERIOR WALLS:
NUMBER BATHS:
HEAT SOURCE:

FRONT SETBACK:
LEFT SETBACK:

REAR SETBACK:
RIGHT SETBACK:

TOTAL BLDG FEES \$ 200.00

Remarks _____ RS1 TO C1

If not approved, give reason: _____

Board of Zoning Appeals in case number _____ adopted _____

Application approved by _____

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Mindy Acklen
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

9/21/2022
DATE

Beth Fisher 9-21-22
(ZONING / BLDG CODE EXAMINER) DATE

(BLDG INSPECTOR) DATE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND MANCHESTER MUNICIPAL CODE 12-301 RELATIVE TO BUILDING PERMIT FEES

WHEREAS Manchester Municipal Code 12-301 currently sets fees for building permits within the City limits; and

WHEREAS, at the recommendation of the Planning Commission, the Board of Mayor and Aldermen of the City of Manchester believes it to be in the best interest of the City to revise those fees.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Manchester Municipal Code 12-301 be amended to delete the current rate of:

“...seventy-five dollars (\$75.00) per square foot of heated area added to thirty seven dollars and fifty cents (\$37.50) per square foot of garage, porch, and other similar area...”

and to add the following rate in its place:

“...one hundred and twenty-five dollars (\$125.00) per square foot of heated and unheated area...”

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the text of the remainder of the section remain in full force and effect.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that this ordinance shall take effect on and after its publication, passage and public hearing, the public welfare of the City of Manchester, Tennessee requiring it and that all ordinances in conflict be repealed to the extent of this conflict.

PASSED FIRST READING: _____ January 3 _____, 2023

PASSED SECOND AND FINAL READING: _____, 2023

Marilyn Howard, Mayor

Lisa Myers, Finance Director

CHAPTER 3

BUILDING PERMIT FEES; PENALTY FOR FAILURE TO PURCHASE PERMIT¹

SECTION

12-301. Fees.

12-302. Penalty for failure to purchase permit.

12-303. Re-inspection fee.

12-301. Fees. Building permit fees for the City of Manchester, Tennessee shall be paid as follows:

<u>Total Valuation</u>	<u>Fee</u>
\$1 to \$2,000	\$50.00
\$2,001 to \$5,000	\$75.00
\$5,001 to \$10,000	\$100.00
\$10,001 to \$50,000	\$100.00 for the first \$10,000 plus \$5.00 for each additional \$1,000 or fraction thereof, up to and including \$50,000.
\$50,001 to \$100,000	\$300.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000.
\$100,001 to \$500,000	\$500.00 for the first \$100,000 plus \$3.00 for each additional \$1000 or fraction thereof, up to and including \$500,000.
\$500,001 and up	\$1,700.00 for the first \$500,000 plus \$2.00 for each additional \$1000 or fraction thereof.

¹Municipal code reference

Gas system administration: title 19, chapter 2.

"Total valuation" for the purposes of this section shall be equal to or greater than ~~seventy-five dollars (\$75.00) per square foot of heated area added to thirty-seven dollars and fifty cents (\$37.50) per square foot of garage, porch and other similar area~~ for new residential construction. Area and category shall be determined and calculated by the health and codes administrator.

\$125
per sq-ft.

For new commercial construction, the "total valuation" shall be the contract price as set forth on a legitimate contract. The health and codes administrator shall determine whether the contract is legitimate for the purposes of this section.

"Total valuation" for alteration of both residential and commercial construction shall be determined by the health and codes administrator taking into account any legitimate contract price, good faith estimate or other realistic prediction of the true cost of the alteration. (Ord. #827, Aug. 1998, as replaced by Ord. #923, April 2001, and Ord. #1122, Nov. 2005, as amended by Ord. #1225, April 2009)

12-302. Penalty for failure to purchase permit. When construction is commenced before a permit is obtained, the permit fee shall be double the amount set out in this chapter.

The penalty of double the permit fee shall also be imposed on the difference between the fee for the valuation used for the initial permit and the final cost if it appears the valuation asserted initially by the owner or his agent was deliberately or negligently understated. A difference of fifteen percent (15%) between initial valuation and the final cost shall lend to a presumption that the project was deliberately or negligently undervalued. The health and codes administrator may waive the penalty amount if imposition would be unfair under all of the circumstances. (1972 Code, § 4-302, as amended by Ord. #1225, April 2009)

12-303. Re-inspection fee. A re-inspection fee of \$25.00 shall be paid prior to the second or subsequent inspections of any building or structure. (as added by Ord. #923, April 2001, and amended by Ord. #1122, Nov. 2005)

	Manchester (current)	Coffee County	Tullahoma	Shelbyville	Mcminnville	Winchester	Manchester (proposed)
Residential Building permit fee (example house)	\$808	\$823	\$1,404	\$1,467	\$1,543	\$1,284	\$1,252
Valuation price per sq. ft.	\$75/\$37.50	\$75/\$37.50	\$166/\$66	\$118	\$150	\$120	\$125
Rezoning fee	\$200	\$200	\$300	\$275	\$100	\$50	

ORDINANCE NO. _____

**AN ORDINANCE TO ADD A PROVISION TO TITLE 14 CHAPTER 4 OF
MANCHESTER MUNICIPAL CODE TO REGULATE TRAVEL TRAILERS**

WHEREAS the City of Manchester regulates structures and lot uses, as set forth in Title 14 Chapter 4 of Manchester Municipal Code; and

WHEREAS the Planning Commission recommends and the Board of Mayor and Aldermen of the City of Manchester believes it to be in the best interest of the City to regulate the use of travel trailers.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that there be added to Title 14 Chapter 4 of Manchester Municipal Code the following provision:

“14-412. Travel Trailers Outside of Campgrounds or Travel Trailer Parks. It shall be unlawful for any travel trailer to be occupied more than thirty (30) days outside of any property designated a travel trailer park, campground, or properly permitted event venue. This provision shall not apply to the storage of travel trailers provided the trailer is not permanently occupied as a dwelling unit.”

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that this ordinance shall take effect on and after its publication and passage, the public welfare of the City of Manchester, Tennessee requiring it.

PASSED FIRST READING: _____ January 3 _____, 2023

PASSED SECOND AND FINAL READING: _____, 2023

Marilyn Howard, Mayor

Lisa Myers, Finance Director

Title 14 Chapter 4 General Provisions

Additional section

Travel Trailers Outside of Campgrounds or Travel Trailer Parks. It shall be unlawful for any travel trailer to be occupied more than thirty (30) days outside of any property designated a travel trailer park, campground, or properly permitted event venue. This provision shall not apply to the storage of travel trailers provided the trailer is not permanently occupied as a dwelling unit.

ORDINANCE NO. _____
 AN ORDINANCE AMENDING THE BUDGET ORDINANCE
 FOR FISCAL YEAR 2022-23, ORDINANCE NO. 1654

Be it ordained by the Board of Mayor and Aldermen of the City of Manchester, Tennessee, that the Budget Ordinance for Fiscal Year 2022-2023, Ordinance No. 1654, be amended as follows:

SECTION 2. The appropriation(s) for the department(s) in the fund(s) is (are) changed as follows:

Appropriation	Original	New
<u>General Fund</u>		
Board of Mayor and Alderman	349,371	352,266
Financial Administration	530,550	546,960
Information Systems	178,523	182,661
Planning and Zoning	331,825	343,212
Police	2,022,150	3,139,593
Fire	2,372,140	2,463,966
Public Works	2,995,090	3,048,925
 <u>Recreation</u>		
Administration	247,065	257,040
Center	1,412,045	1,427,672
Park	1,969,375	1,976,990
 <u>Sanitation Fund</u>		
Expenditures	1,468,770	1,486,670
 <u>Water and Sewer</u>		
Shop and Maintenance	2,219,275	2,288,954
Customer Accounts & Collections	362,675	372,309
Sewer Treatment and Disposal	1,969,375	1,976,990
Mechanical Maintenance	100,671	105,021

SECTION 3. Unless indicated in Section 1 above, to the extent required by the new appropriation, funds shall be drawn from the Fund Balance(s) of the Fund(s) as of June 30, 2023.

SECTION 4. A detailed, line-item financial plan shall be prepared in support of this amendment. The financial plan shall be used as guidance and generally followed in the implementation of this amendment.

SECTION 5. This Ordinance shall take effect from and after its publication, passage and public hearing.

Passed 1st Reading January 3, 2023.

Passed 2nd Reading _____.

Marilyn Howard, Mayor

Attest:

Lisa Myers, Finance Director

ORDINANCE NO. _____

AN ORDINANCE REZONING A PORTION OF PROPERTY OWNED BY COMMON JOHN BREWING CO. AT 210 WOODBURY HIGHWAY FROM R-3 TO C-3

WHEREAS the City of Manchester has a currently enacted Zoning Ordinance and Zoning Map; and

WHEREAS, pursuant to Tennessee Law, since the zoning of real estate is accomplished by ordinance: it must be amended by ordinance rather than by resolution; and

WHEREAS the Manchester Planning Commission, at its meeting January 19, 2023, considered the rezoning request that the property owned by Common John Brewing Co., described below, be rezoned from R-3 to C-3, and voted to send that request to the Board with a positive recommendation; and

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Title 14, Chapter 6, Section 6, Section 1 of the Manchester Municipal Code be, and it is hereby amended to apply the zoning classification of C-3 to the following described property owned by Common John Brewing Co. at 210 Woodbury Highway:

BEGINNING at a 1/2inch-capped rebar set in the east margin of an abandoned portion of North Woodland Street, located S 07° 11'46" W, 76.04 ft. from a rebar found at the southwest corner of the Common John Brewing Co., and being the southwest corner of the property herein described: thence proceeding along the margin of said abandoned right-of-way, the following calls: thence N 06°22'23" E, 49.59 ft. to a concrete right-of-way monument; thence N 08°43'55" E, 26.47 ft. to a rebar found, the southwest corner of the Common John Brewing Co.; thence leaving said right-of-way and proceeding along the former property line between the Crosslin Estate and the Common John Brewing Co. property, the following calls: thence N 87°42'01" E. 322.58 ft. to a chainlink fence corner post; thence N 16°21'49" W, 109.20 ft. to a point in fence;

thence N 16°32'49" W, 198.20 ft. to a chainlink fence corner post in the south line of the Char-El Apartment & Realty Corporation; thence proceeding along the south line of Char-El, S 80°00'27" E, 133.22 ft. to a wood fence corner post; thence leaving said line of Char-El and proceeding along the new severance line, as per this survey, between the remaining Crosslin Estate and the property herein described, the following calls: thence S 80°00'27" E, 116.78 ft. to a 1/2 inch capped rebar set; thence S 17°37'36" W, 340.34 ft. to a 1/2 inch capped rebar set; thence S 87°42'01" W, 388.70 ft. ; to the POINT OF BEGINNING, containing 1.70 acres, as surveyed by Northcutt and Associates Land Surveying, Inc., 409 Woodbury Highway, Manchester, TN, 37355, Job # 22C-448, dated 10-14-2022, and being a portion of the property described in WDB. 364, pg. 110, ROCCTN.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Title 14, Chapter 6, Section 2 of the Manchester Municipal Code entitled Zoning Map be amended to show this property as C-3; and

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that this ordinance shall take effect on and after its publication and passage and public hearing, the public welfare of the City of Manchester, Tennessee requiring it and that all ordinances in conflict be repealed to the extent of this conflict.

This ordinance is presented and passed with the positive recommendation of the Manchester Planning Commission obtained at its meeting on January 19, 2023.

PASSED FIRST READING: _____, 2023

PASSED SECOND AND FINAL READING: _____, 2023

Marilyn Howard, Mayor



CITY OF MANCHESTER, TENNESSEE

BUILDING PERMIT

VAR,SPEC EXC,REZONING, ORD AMD

PERMIT # 116586

DATE ISSUED: 12/13/2022

DESCRIPTION	VAR,SPEC EXC,REZONING, ORD AMD	DEBRIS
LOCATION: SUBDIVISION LOT#	210 WOODBURY HWY	AFFADAVIT W/C TILE PERMIT
OWNER NAME:	COMMON JOHN BREWING COMPANY	CONTRACTOR: COMMON JOHN BREWING COMPANY
ADDRESS	210 WOODBURY HWY	ADDRESS: 210 WOODBURY HWY
CITY	MANCHESTER	CITY: MANCHESTER
STATE	TN	ST: TN
ZIP:	37355-1593	ZIP: 37355-1593
PHONE:		PHONE: 931-954-5387
		LICENSE:

ELEC CONTRACTOR VALUATION: \$ 0.00	PLB CONTRACTR SITE PLN ON FILE
NO OF ELEVATORS	HEIGHT:
NO OF FLOORS:	BLDG LxW
NO OF FAMILIES:	NUMBER ROOMS
USE ZONE:C-3	NUM KITCHENS:
ROOF:	FOUNDATION:
EXTERIOR WALLS	INTERIOR WALLS:
SPRINKLERS:	NUMBER BATHS:
STANDPIPES:	HEAT SOURCE:
FIREPLACES:	
FRONT SETBACK:	REAR SETBACK:
LEFT SETBACK:	RIGHT SETBACK:

TOTAL BLDG FEES \$ 200.00

Remarks _____ REZONING 1.70 ACRES FROM R-3 TO C-3

If not approved, give reason: _____

Board of Zoning Appeals in case number _____ adopted _____

Application approved by _____

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)	DATE
(ZONING / BLDG CODE EXAMINER)	DATE
(BLDG INSPECTOR)	DATE

FEE 200⁰⁰

DATE: 12/12/22

MEETING DATE: _____

CASE#: 24-2022

TIME OF MEETING: 5:30 P.M.

APPROVAL

LOCATION: City Hall Meeting Room

DISAPPROVAL

NO ACTION TAKEN

MANCHESTER PLANNING COMMISSION

NAME OF PROPERTY OWNER: Common John Browning

ADDRESS OF OWNER: 210 Woodbury Hwy Manchester

PHONE: (Home) 984-585387 (Work) _____

I hereby request to the Manchester Planning Commission:

Rezoning R-3 to C-3

Intended use: Commercial

ADDRESS OF PROPERTY: 210 Woodbury Hwy

Property Tax Map No. 678 Group E Control Map _____ Parcel No. 002.01

Is this property in a Flood Hazard Area per FIRM Map No. 47031C0- _____
Map Revised: August 4, 2008.

NOTE: 1.70 Acres Cross lot to Common John Browning

I do hereby certify that the information given above is accurate/correct to the best of my knowledge.


Signature of Owner / Authorized Agent

Rezoning instruction sheet received _____

Site Plan checklist received _____



***NORTHCUTT & ASSOCIATES
LAND SURVEYING, INC.***

409 WOODBURY HIGHWAY
MANCHESTER, TN 37355
931-728-9500

10-14-2022

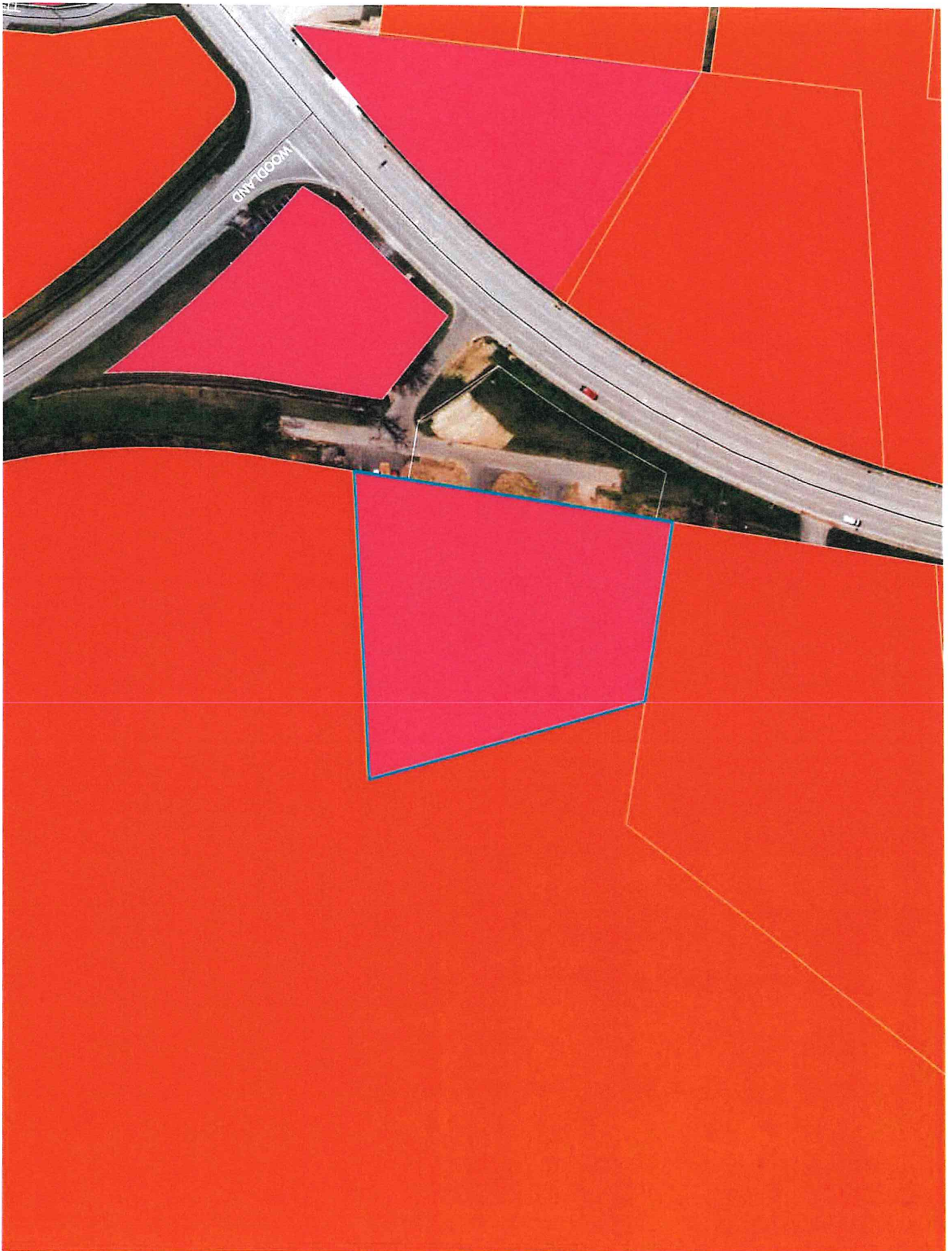
JOB # 22C-448

ALANETA CROSSLIN ESTATE to COMMON JOHN, N WOODLAND STREET

1.70 Acres

Being a tract of land lying in the 1st Civil District of Coffee County, Tennessee, generally bounded on the west by an abandoned portion of North Woodland Street (80-ft. R/W varies), on the north by Common John Brewing Co. (WDB. 395, pg. 733) and Char-El Apartment & Realty Corporation (WDB. 326, pg. 686), and on the east and the south by the remaining Crosslin Estate (WDB. 364, pg. 110), and being more particularly described as follows:

BEGINNING at a 1/2-inch capped rebar set in the east margin of an abandoned portion of North Woodland Street, located S 07°11'46" W, 76.04 ft. from a rebar found at the southwest corner of the Common John Brewing Co., and being the southwest corner of the property herein described; thence proceeding along the margin of said abandoned right-of-way, the following calls: thence N 06°22'35" E, 49.59 ft. to a concrete right-of-way monument; thence N 08°43'55" E, 26.47 ft. to a rebar found, the southwest corner of the Common John Brewing Co.; thence leaving said right-of-way and proceeding along the former property line between the Crosslin Estate and the Common John Brewing Co. property, the following calls: thence N 87°42'01" E, 322.58 ft. to a chainlink fence corner post; thence N 16°21'49" W, 109.20 ft. to a point in fence; thence N 16°21'49" W, 198.20 ft. to a chainlink fence corner post in the south line of the Char-El Apartment & Realty Corporation; thence proceeding along the south line of Char-El, S 80°00'27" E, 133.22 ft. to a wood fence corner post; thence leaving said line of Char-El and proceeding along the new severance line, as per this survey, between the remaining Crosslin Estate and the property herein described, the following calls: thence S 80°00'27" E, 116.78 ft. to a 1 / 2-inch capped rebar set; thence S 17°37'36" W, 340.34 ft. to a 1 / 2-inch capped rebar set; thence S 87°42'01" W, 388.70 ft. ; to the POINT OF BEGINNING, containing 1.70 acres, as surveyed by Northcutt and Associates Land Surveying, Inc., 409 Woodbury Highway, Manchester, Tn, 37355, Job # 22C-448, dated 10-14-2022, and being a portion of the property described in WDB. 364, pg. 110, ROCCTn.



ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 14, CHAPTER 3 OF THE MANCHESTER MUNICIPAL CODE, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF MANCHESTER, TENNESSEE, TO AMEND THE DEFINITION OF WHOLESALE SALES

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF MANCHESTER, TENNESSEE that Title 14, Chapter 3, Section 14-303(5)(u) of the Manchester Municipal Code be, and it is, hereby amended by deleting the definition of “Wholesale Sales” in its entirety and replaced with a new Section 14-303(5)(u) to read as follows:

(u) Wholesale sales. Includes the storage and sale from the premises of goods to other firms for resale, as well as the storage of goods and their transfer to retail outlets. These would include such uses as:

- Apparel, piece goods and notions
- Beer, wine and distilled alcoholic beverages
- Chemicals and allied products
- Drugs, drug proprietaries, and sundries
- Electrical goods and appliances
- Farm products raw materials
- Farm supplies
- Furniture and home furnishings
- Groceries and related products
- Hardware, plumbing, and heating equipment and supplies
- Lumber and other construction materials
- Machinery, equipment, and supplies
- Metals and minerals
- Motor vehicles sales, service, repair and refurbishing and sales of automobile parts and supplies
- Paper and paper products
- Petroleum and petroleum products
- Sporting, recreational, photographic, and hobby goods
- Tobacco and tobacco products
- Toys and supplies

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately upon its final passage the public welfare requiring it.

PASSED FIRST READING: _____

PASSED SECOND AND FINAL READING: _____

Lisa Myers, Finance Director

Marilyn Howard, Mayor



CITY OF MANCHESTER, TENNESSEE
BUILDING PERMIT
ORDINANCE AMENDMENT

PERMIT #: 116595

DATE ISSUED: 12/21/2022

DESCRIPTION: ORDINANCE AMENDMENT
LOCATION: MANCHESTER INDUSTRIAL PARK

DEBRIS
AFFADAVIT W/C

SUBDIVISION:
LOT#

TILE PERMIT

OWNER NAME: CarMax AUTO SUPER STORE, INC

CONTRACTOR:

ADDRESS 12800 TUCKAHOE CREEK PKWY

ADDRESS:

CITY RICHMOND
STATE VA
ZIP: 23238-1115

CITY:

ST:

ZIP:

PHONE:

PHONE: 615-252-2383(Madison Haynes)

LICENSE:

ELEC CONTRACTOR VALUATION: \$ 0.00

PLB CONTRACTR SITE PLN ON FILE

NO OF ELEVATORS:

HEIGHT:

NO OF FLOORS:

BLDG LxW

NO OF FAMILIES:

NUMBER ROOMS

USE ZONE:

NUM KITCHENS:

ROOF:

FOUNDATION:

EXTERIOR WALLS:

INTERIOR WALLS:

SPRINKLERS:

NUMBER BATHS:

STANDPIPES:

HEAT SOURCE:

FIREPLACES:

FRONT SETBACK:

REAR SETBACK:

LEFT SETBACK:

RIGHT SETBACK:

TOTAL BLDG FEES \$ 200.00

Remarks

If not approved, give reason:

Board of Zoning Appeals in case number adopted

Application approved by

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Via Mail
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) DATE

Beth Fisher 12-21-22
(ZONING / BLDG CODE EXAMINER) DATE (BLDG INSPECTOR) DATE

(q) Transient habitation. Includes the provision of lodging services to transient guests, having at least seventy (70) percent of its accommodation available on a less-than-weekly basis, other than those classified as residential activities.

Hotels
Motels
Tourist courts

(r) Transport and warehousing. Includes the provision of warehousing, storage, freight, handling, shipping, and trucking services.

Bus and truck maintenance and repair
Food lockers
General warehousing
Household goods storage
Packing and creating services
Railroad, bus and transient terminals
Refrigerated warehousing
Truck terminals freight handling services

(s) Undertaking services. Include the provision of undertaking and funeral services involving the care and preparation of the human deceased prior to burial.

Funeral and crematory services

(t) Vehicular, craft, and related equipment. Includes the retail or wholesale sale or rental from the premises of vehicular and related equipment with incidental maintenance.

Boat and motor dealers
Mobile home dealers
Motor vehicle dealers
Motorcycle dealers
Recreational vehicle and utility trailer dealers

(u) Wholesale sales. Includes the storage and sale from the premises of goods to other firms for resale, as well as the storage of goods and their transfer to retail outlets; ~~but exclude sale or storage of motor vehicles, except for parts and accessories.~~ These would include such uses as:

Apparel, piece goods, and notions
Beer, wine and distilled alcoholic beverages
Chemicals and allied products
Drugs, drug proprietaries, and sundries
Electrical goods and appliances
Farm products raw materials
Farm supplies
Furniture and home furnishings
Groceries and related products
Hardware, plumbing, and heating equipment and supplies
Motor vehicles, including parts + accessories



925 Jackson Street
Manchester, Tn 37355
931.954.0343
www.heartharch.com

December 12, 2022

To: AJ Fox, Director City of Manchester Parks and Recreation
557 N. Woodland St.
Manchester, TN 37355
ajfox@cityofmanchestertn.com

Re: Manchester Rec Center Roof Replacement 102-184.01 / 3255-028

AJ:

As the Architecture Consultant to St. John Engineering, I have reviewed the bids for the above referenced project. My summary of the bids is detailed below and on the attachment.

- Don Kennedy Roofing Company Inc. is the low bidder for the Base Bid to replace half of the upper roof; they are the low bidder for Base Bid plus alternate 1 to replace the entire upper roof; and they are the low bidder for Base Bid plus alternate 2 to replace all roof surfaces. However, Don Kennedy Roofing did not acknowledge the addendum on the Bid Sheet and, in fact, marked the addendum acknowledgement space as "n/a". Although Don Kennedy is the apparent low bidder, their bid is not inclusive.
- Porter Roofing Contractors, Inc. is the next low bid for the Base Bid, Base Bid plus alternate 1, and Base Bid plus alternate 2.
- Tri-State is the high bid for Base Bid, Base Bid plus alternate 1, and Base Bid plus Alternate 2.

I have verified all three contractor's licensing type and limit. All three contractors' license types and limits are consistent with the type and scope of work of the project. I recommend that you have the City's lawyer look over the bid packet submitted by Don Kennedy and consult with the lawyer regarding the omission of the addendum. If all of the other paperwork is in order, with the lawyer's approval, you may be able to negotiate with Don Kennedy Roofing regarding the addendum items. Otherwise, Porter Roofing would be next in line in terms of low bid, and the lawyer will need to review their bid packet.

Regardless of the Contractor chosen, I strongly recommend that you reroof the entire upper roof at one time. Regardless of the skill and care of the Contractor, the junction between the new and old roof membrane will be a weak point in the system and a likely source of leaks. Given the age of the roof, you may be replacing the remainder of the roof shortly thereafter anyway.

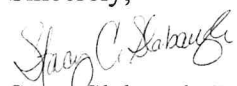
My final recommendation regarding the bids is to go over the bid in person with the intended Contractor before anyone signs any paperwork. The large gap between high and low bid on Alternate 2 concerns me a bit. While you are under no obligation to verify that bidder understands the intent of

Alternate 2, it would be a courtesy. I will be glad to sit down with you and the intended Contractor and review their schedule of values and review the bid. We do this often.

For the purpose of determining low bidder, Alternate 3 is small and does not affect the ranking of bids from low to high. Nor is the unit price a factor in ranking bids.

If you have any questions, let me know. Thank you for allowing us to be a part of this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stacy Slabaugh".

Stacy Slabaugh, RA

FINAL BID TABULATION

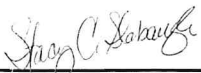
Manchester Recreation Center - Roof Replacment - Manchester/Coffee County, TN

Bid Opening: Thursday - 12/8/2022 - 10am

Project #: 102-184.01

CONTRACTOR NAME AND ADDRESS			Don Kennedy 815 Fessters Lane Nashville, TN 37210	Porter Roofing 9057 Manchester Hwy Morrison, TN 37357	Tri State Roofing, Contractors 3126 Alton Park Blvd Chattanooga, TN 37410
NO.	ITEM	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE
1.05	OFFER				
A.	Removal and replacement of roofing at the Manchester Recreation Center	LS	\$ 356,707.00	\$ 511,642.00	\$ 513,420.00
B.	ADD ALTERNATES				
1.	Cost for re-roofing the remaining areas of the upper roof which were not included in the base bid	LS	\$ 338,371.00	\$ 290,146.00	\$ 333,997.00
2.	Cost for re-roofing all roof surfaces which were not included in the base bid	LS	\$ 458,531.00	\$ 391,781.00	\$ 570,642.00
3.	Cost for scraping and repainting the underside of the roof deck and the exposed structure in the indicated rooms.	LS	\$ 4,561.00	\$ 10,800.00	\$ 4,587.00
1.08	UNIT PRICE				
A.	Replacement of roof deck	SF	\$ 35.00	\$ 11.00	\$ 11.50

I certify this Bid Tabulation to be an accurate and complete summary of the Bids received and opened on 12/8/2022 at



St. John Engineering, LLC

12/12/2022

Date



925 Jackson Street
 Manchester, Tn 37355
 931.954.0343
 www.heartharch.com

102-184.02 / 3255-028 Manchester Recreation Center Roof Replacement*							
	Base Bid	Alt 1	Alt 2	Alt 3	Unit Price	Base + Alt 1	Base + Alt 2
Don Kennedy	\$ 356,707.00	\$ 338,371.00	\$ 458,531.00	\$ 4,561.00	35/sf	\$ 695,078.00	\$ 815,238.00
Porter	\$ 511,642.00	\$ 290,146.00	\$ 391,781.00	\$ 10,800.00	11/sf	\$ 801,788.00	\$ 903,423.00
Tri State	\$ 513,420.00	\$ 333,997.00	\$ 570,642.00	\$ 4,587.00	11.50/sf	\$ 847,417.00	\$ 1,084,062.00

*This form is not a certification of bids and is for internal reference only.

From: AJ Fox
Sent: Tuesday, January 17, 2023 12:29 PM
To:
Cc:
Subject: Recreation Center Roof
Attachments: FINAL BID TAB 102-184.01 - signed.pdf; 102-184.01 22.12.12 to city.pdf; 102-184.02 22.12.12 to the City.pdf; FINAL BID TAB 102-184.02 - signed.pdf

The Recreation Commission voted on Thursday, January 12th, to proceed with the repairs to the recreation center roof utilizing the bid from Don Kennedy Roofing Company. The Commission's recommendation is to proceed with the Base Bid, Alt 1, Alt 2, and Alt 3. If BOMA does not approve, they recommend at the minimum to proceed with Base Bid and Alt 1.

The recommendation to proceed with the Base Bid, Alt 1, Alt 2, and Alt 3 is due to multiple leaks in the remainder of the facility that are from the age of the roof. The recommendation is also so that all roof sections will be covered by the same warranty.

The City received a check from the insurance company in the amount of \$521,722.72

With that in mind, if BOMA proceeds with the Base Bid, Alt 1, Alt 2, and Alt 3 from Don Kennedy Roofing Company, the City will pay from the general fund \$636,447.30. If BOMA proceeds with the Base Bid and Alt 1 from Don Kennedy Roofing Company, the City will pay \$173,355.28 from the general fund.

I have attached documents and recommendations from the bidding process.

Sincerely,
A.J. Fox, CPRP, CPSI
Parks and Recreation Director



557 N. Woodland St.
Manchester, TN 37355

TIME EXTENSION ON OFFER

THE PROJECT AND THE PARTIES

1.01 TO:

The City of Manchester
200 W. Fort Street
Manchester, TN 37355

1.02 FOR:

Project: 102-184.01 Manchester Rec Center Roof Replacement
557 N. Woodland Street
Manchester, Tennessee 37355

1.03 DATE: 01/23/2023 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Don Kennedy Roofing Co., Inc. _____
815 Fesslers Lane
Nashville, TN 37210

1.05 OFFER AND CONDITIONS

- A. This document amends the original offer dated December 7, 2022, as noted herein.
- B. I/we the undersigned, agree to extend the original offer for an additional 5 days, holding the original offer irrevocable and open to acceptance for a total of 65 days from the original bid closing date. We agree to this provision ONLY if the entirety of the project is awarded, including all alternates. If a smaller project is awarded, we do not agree to this time extension.
- C. All other conditions of the original offer shall remain in effect.

1.06 SIGNATURE(S)

- A. The Corporate Seal of
- B. Don Kennedy Roofing Co., Inc. _____
- C. was hereunto affixed in the presence of:
- E. _____
- F. Bruce Fayer, COO
- G. (Seal)

END OF SECTION

102-184.01 Manchester Rec Center -
Roof Replacement

Time Extension on Offer

TIME EXTENSION ON OFFER

THE PROJECT AND THE PARTIES

1.01 TO:

The City of Manchester
200 W. Fort Street
Manchester, TN 37355

1.02 FOR:

Project: 102-184.01 Manchester Rec Center Roof Replacement
557 N. Woodland Street
Manchester, Tennessee 37355

1.03 DATE: 01/17/2023 (BIDDER TO ENTER DATE)

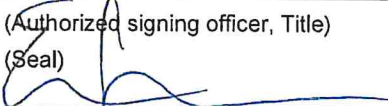
1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

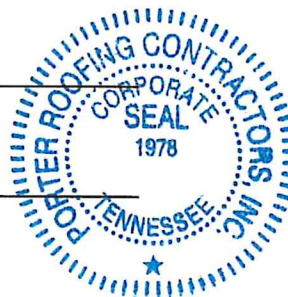
- A. Bidder's Full Name Porter Roofing Contractors, Inc.
1. Address 9057 Manchester Highway
2. City, State, Zip Morrison, TN 37357

1.05 OFFER AND CONDITIONS

- A. This document amends the original offer dated December 6, 2022, as noted herein.
B. I/we the undersigned, agree to extend the original offer, for an additional 5 days, holding the original offer irrevocable and open to acceptance for a total of 65 days from the original bid closing date.
C. All other conditions of the original offer shall remain in effect.

1.06 SIGNATURE(S)

- A. The Corporate Seal of
B. Porter Roofing Contractors, Inc.
C. (Bidder - print the full name of your firm)
D. was hereunto affixed in the presence of:
E. Eric Cason, President
F. (Authorized signing officer, Title)
G. (Seal)
H. 
I. (Authorized signing officer, Title)



END OF SECTION

TIME EXTENSION ON OFFER

THE PROJECT AND THE PARTIES

1.01 TO:

The City of Manchester
200 W. Fort Street
Manchester, TN 37355

1.02 FOR:

Project: 102-184.01 Manchester Rec Center Roof Replacement
557 N. Woodland Street
Manchester, Tennessee 37355

1.03 DATE: 1/17/2023 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Tri-State Roofing Contractors, LLC
- 1. Address 3126 Alton Park Blvd.
- 2. City, State, Zip Chattanooga, TN 37410

1.05 OFFER AND CONDITIONS

- A. This document amends the original offer dated December 8, 2022, as noted herein.
- B. I/we the undersigned, agree to extend the original offer, for an additional 5 days, holding the original offer irrevocable and open to acceptance for a total of 65 days from the original bid closing date.
- C. All other conditions of the original offer shall remain in effect.

1.06 SIGNATURE(S)

- A. The Corporate Seal of
- B. Tri-State Roofing Contractors, LLC
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Jametta J. Jethy, Vice President
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

END OF SECTION

From: AJ Fox
Sent: Tuesday, January 24, 2023 1:15 PM
To:
Cc:
Subject: Roof Bid Extension Agreements
Attachments: DKR Agreement to Hold Bid Modified.pdf; Manchester Rec Center - Porter, signed.pdf; agreement to hold bid Tri State.pdf

Attached are the roof bid extension agreements that we spoke about.

You will notice on Donny Kennedy's agreement that they will only hold their pricing if awarded the base bid plus all alternates.

A.J. Fox, CPRP, CPSI
Parks and Recreation Director



557 N. Woodland St.
Manchester, TN 37355

Office: (931) 728-0273

Cell: (931) 952-9043

E-mail: ajfox@cityofmanchestertn.com

Connect with Us: [Website](#) | [Facebook](#) | [Instagram](#) | [Twitter](#)

2019

POSITION TITLE: **POLICE MAJOR**
CLASSIFICATION: Administrative police, public safety.
REPORTS TO: Police Chief
FLSA STATUS: Exempt

SUMMARY:

Performs complex administrative and protective service work in directing the Support Services Division of the Police Department; does related work as required. Work is performed under the general supervision of the Police Chief. Supervision is exercised by incumbent over all support services division personnel. Also serves as a liaison for the Operations Division.

ESSENTIAL EXAMPLES OF WORK:

- Oversees Support Services Division, supervises non-sworn personnel, vehicle maintenance, applicable grants, administration of city-wide drug testing program; departmental statistic reporting, and records management.
- Plans, organizes and directs all support services functions; coordinates work with other law enforcement agencies and city officials.
- Serves as a liaison for the Operations Division under the direction of the Assistant Police Chief
- Assists in formulating and implementing Support Services Division policy, procedures, rules, regulations and programs.
- Prepares and reviews operational and administrative reports.
- Assists subordinates in preparation for court and legal proceedings when necessary.
- Patrols when needed, and supervises others patrolling, by foot, motor vehicle, or bicycle the streets of the City, places of business, and residential districts enforcing City ordinances and State laws.
- Directs and controls traffic when necessary; issues written citations; deals with citizen complaints; must make arrests when necessary; testifies in court and legal proceedings.

ADDITIONAL EXAMPLES OF WORK:

- May make periodic public addresses; meet with the news media for interviews pertaining to police matters; attend meetings and serve on committees, boards and agencies related to promoting crime prevention and improving law enforcement.

- May patrol city, respond to service requests; enforce laws and ordinances; make arrests, testify in court; prepare records and files; attends court scheduled as needed.
- May pursue offenders on foot and or in a vehicle; use judgment in amount and type of force used.
- May perform CPR, and First Aid, as needed.
- May operate a patrol vehicle to observe for violations of traffic laws, suspicious activities or persons and disturbances of law and order.
- May respond to radio dispatches and answers calls and complaints.
- May issue citations for traffic violations.
- May serve warrants and makes arrests and testifies in court.
- May provide police escorts, direct traffic; perform residential and commercial checks.
- May fill out arrest records, fingerprints, photographs, etc.; perform prisoner security functions; investigate traffic accidents, crimes reported; may develop possible suspects to bring outstanding cases to closure.
- May assist with criminal investigations, conduct stakeouts, assist with presenting evidence, interviewing victims and witnesses, perform property, crime lab, and/or evidence duties as assigned.
- May be required to work additional hours and/or be on call and to be able to respond to emergencies within a reasonable time.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of police department activities and services, including modern public safety techniques, crime prevention, emergency services, all applicable TCA codes, record keeping, and department administration.
- Knowledge of operation, maintenance and uses of police equipment.
- Knowledge of municipal court functions in the State of Tennessee.
- Knowledge of dispatch systems, police records systems, and TIBRS reporting systems.
- Knowledge of pertinent Federal, State, and local laws, codes and regulations pertaining to police services.

- Knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Knowledge of basic principles and practices of municipal budget preparation and administration.
- Knowledge of incident command theory.
- Knowledge of basic principles of supervision, training and performance evaluation.
- Ability to plan, organize, direct and coordinate the work of supervisory, professional, and technical personnel, and to delegate authority and responsibility.
- Ability to select, supervise, train and evaluate staff.
- Ability to provide administrative and professional leadership and direction for the Support Services Division.
- Ability to identify and respond to community, and Police Department Administration's concerns and needs.
- Ability to develop, implement and administer goals, objectives, and procedures for providing effective and efficient support services.
- Ability to properly interpret and make decisions in accordance with laws, regulations and policies.
- Ability to meet the physical requirements necessary to safely and effectively perform the assigned duties.
- Skill to make technical and emergency decisions quickly and calmly under emergency conditions.
- Skill to assist in preparation and administration of moderate and relatively complex budgets; allocate limited resources in a cost effective manner.
- Skill in analyzing problems, identifying alternative solutions, projecting consequences of proposed actions and implementing recommendations in support of goals and emergent needs.
- Skill to research, analyze, and evaluate new service delivery methods, procedures and techniques.
- Skill to prepare clear and concise operational, financial, and administrative reports.

- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to lead and direct the activities of police officers and non-sworn personnel, and to establish and maintain effective working relationships with other City officials and with the general public.
- Ability to prepare, analyze, interpret, and review statistical information, and to evaluate effectiveness of the support services operation and to institute improvements.
- Skill in the use of firearms and the operation of motor vehicles.

WORK ENVIRONMENT:

This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects, and some heavy work requiring the exertion of 100 pounds of force occasionally, up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects; work may occasionally require climbing, balancing, stooping, crouching, crawling, and typically standing, walking, running, pushing, pulling, and lifting; vocal communication is required for conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for night vision, peripheral vision, preparing and analyzing written or computer data, visual inspection involving small detail, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is generally subject to inside environmental conditions, and occasionally outside environmental conditions, and may occasionally experience extreme cold, extreme heat, noise, hazards and atmospheric conditions. The worker may be exposed to blood borne pathogens, and may be required to wear specialized personal protective equipment.

TRAINING AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from high school; prefer post-secondary education at accredited university or college equivalent to a Bachelor's Degree in criminal justice or comparable discipline.

Possession of an appropriate driver's license valid in the State of Tennessee. Ten (10) years' experience in P.O.S.T. certified police work, prefer two (2) years in an administrative police position. Must meet Minimum Standards Law (TCA 38-8-106) requirements. Must be a citizen of the United States and meet the physical, psychological and criminal records and other standards for the assignment established by the Police Department.

I acknowledge that I have read the foregoing and understand its contents.

Signature

Date

Revised.
2023

POSITION TITLE: **POLICE MAJOR**
CLASSIFICATION: Administrative police, public safety.
REPORTS TO: Police Chief
FLSA STATUS: Exempt

SUMMARY:

Performs complex administrative and protective service work in administering, directing, and coordinating the Uniform and/or Support Services Division activities of the Police Department; does related work as required. Work is performed under the general supervision and direction of the Police Chief and/or Assistant Police Chief. Supervision is exercised by incumbency over all Uniform and Support Services division personnel.

ESSENTIAL EXAMPLES OF WORK:

- Oversees Uniform and/or Support Services Divisions as directed, supervises sworn and non-sworn personnel, vehicle maintenance, applicable grants, administration of city-wide drug testing program; departmental statistic reporting, School Resource Officers (SRO), School Crossing Guards and records management.
- Plans, organizes and directs Uniform and/or Support services functions; coordinates work with other law enforcement agencies and city officials.
- Assists in formulating and implementing Uniform and/or Support Services Division policy, procedures, rules, regulations and programs.
- Prepares and reviews operational and administrative reports.
- Assists Municipal Court Clerk in municipal court operations and procedures.
- Assists subordinates in preparation for court and legal proceedings when necessary.
- Patrols when needed, and supervises others patrolling, by foot, motor vehicle, or bicycle the streets of the City, places of business, and residential districts enforcing City ordinances and State laws.
- Directs and controls traffic when necessary; issues written citations; deals with citizen complaints; must make arrests when necessary; testifies in court and legal proceedings.

ADDITIONAL EXAMPLES OF WORK:

- May make periodic public addresses; meet with the news media for interviews pertaining to police matters; attend meetings and serve on committees, boards and agencies related to promoting crime prevention and improving law enforcement.

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- May patrol city, respond to service requests; enforce laws and ordinances; make arrest, testify in court; prepare records and files; attends court proceedings as needed.
- May pursue offenders on foot and or in a vehicle; use judgment in amount and type of force used.
- May perform CPR, and First Aid, as needed.
- May operate a patrol vehicle to observe for violations of traffic laws, suspicious activities or persons and disturbances of law and order.
- May respond to radio dispatches and answers calls and complaints.
- May issue citations for traffic violations.
- May serve warrants and makes arrests and testifies in court.
- May provide police escorts, direct traffic; perform residential and commercial checks.
- May fill out arrest records, fingerprints, photographs, etc.; perform prisoner security functions; investigate traffic accidents, crimes reported; may develop possible suspects to bring outstanding cases to closure.
- May assist with criminal investigations, conduct stakeouts, assist with presenting evidence, interviewing victims and witnesses, perform property, crime lab, and/or evidence duties as assigned.
- May be required to work additional hours and/or be on call and to be able to respond to emergencies within a reasonable time.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of police department activities and services, including modern public safety techniques, crime prevention, emergency services, all applicable TCA codes, record keeping, and department administration.
- Knowledge of operation, maintenance and uses of police equipment.
- Knowledge of municipal court functions in the State of Tennessee.
- Knowledge of dispatch systems, police records systems, and TIBRS reporting systems.

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- Knowledge of pertinent Federal, State, and local laws, codes and regulations pertaining to police services.
- Knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Knowledge of basic principles and practices of municipal budget preparation and administration.
- Knowledge of incident command theory.
- Knowledge of basic principles of supervision, training and performance evaluation.
- Ability to plan, organize, direct and coordinate the work of supervisory, professional, and technical personnel, and to delegate authority and responsibility.
- Ability to select, supervise, train and evaluate staff.
- Ability to provide administrative and professional leadership and direction for the Uniform and/or Support Services Divisions.
- Ability to identify and respond to community, and police department administration's concerns and needs.
- Ability to develop, implement and administer goals, objectives, and procedures for providing effective and efficient support services.
- Ability to properly interpret and make decisions in accordance with laws, regulations and policies.
- Ability to meet the physical requirements necessary to safely and effectively perform the assigned duties.
- Skill to make technical and emergency decisions quickly and calmly under emergency conditions.
- Skill to assist in preparation and administration of moderate and relatively complex budgets; allocate limited resources in a cost-effective manner.
- Skill in analyzing problems, identifying alternative solutions, projecting consequences of proposed actions and implementing recommendations in support of goals and emergent needs.

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- Skill to research, analyze, and evaluate new service delivery methods, procedures and techniques.
- Skill to prepare clear and concise operational, financial, and administrative reports.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to lead and direct the activities of police supervisors, police officers and non-sworn personnel, and to establish and maintain effective working relationships with other City officials and with the general public.
- Ability to prepare, analyze, interpret, and review statistical information, and to evaluate effectiveness of the Uniform and/or Support Services operations and to institute improvements.
- Skill in the use of firearms and the operation of motor vehicles.

WORK ENVIRONMENT:

This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects, and some heavy work requiring the exertion of 100 pounds of force occasionally, up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects; work may occasionally require climbing, balancing, stooping, crouching, crawling, and typically standing, walking, running, pushing, pulling, and lifting; vocal communication is required for conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for night vision, peripheral vision, preparing and analyzing written or computer data, visual inspection involving small detail, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is generally subject to inside environmental conditions, and occasionally outside environmental conditions, and may occasionally experience extreme cold, extreme heat, noise, hazards and atmospheric conditions. The worker may be exposed to blood borne pathogens, and may be required to wear specialized personal protective equipment.

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TRAINING AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from high school; prefer post-secondary education at an accredited university or college equivalent to a Bachelor's Degree in criminal justice or comparable education and/or experience in a criminal justice discipline.

Possession of an appropriate driver's license valid in the State of Tennessee. Ten (10) years' experience in P.O.S.T. certified police work. Five (5) years police supervisory experience inclusive of (2) of those years completed with the Manchester Police Department. Must meet Minimum Standards Law (TCA 38-8-106) requirements. Must be a citizen of the United States and meet the physical, psychological and criminal records and other standards for the assignment established by the Police Department.

I acknowledge that I have read the foregoing and understand its contents.

Signature

Date

The Manchester Police Department has owned “military surplus” Light/Generator sets for the past several years. As the Light sets have become older, they are becoming harder to maintain and it is increasingly difficult to obtain parts. To minimize further deterioration, the City of Manchester has established as its policy going forward, that the Light sets will no longer be available to private organizations or events unless the Police Chief or his/her designee determines that the matter requires their use because of a public safety issue.