

CITY OF MANCHESTER
BOARD OF MAYOR AND ALDERMEN AGENDA
July 2nd, 2024 @ 6:30 P.M.
City Hall Board Room
No BOMA Work Session

1. **INVOCATION:**

2. **PLEDGE TO THE FLAG**

3. **ROLL CALL**

4. **MINUTES**

- June 4, 2024 BOMA Minutes and BOMA Beer Board Minutes; June 27, 2024 BOMA Special Call 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 authorizing the purchase of Twenty (20) MSA G-1 Breathing Apparatuses at One Hundred and Sixty Thousand Dollars and 00/100 Dollars (\$160,000.00) for use of the Fire Department of the City of Manchester; sponsored by Alderman Hobbs.
- b) A resolution approving a contract with Insituform Technologies, LLC, in the amount of Three Hundred and Fifty-One Thousand Five Hundred and Twenty-One and 50/100 Dollars (\$351,521.50) for Sewer Interceptor Cleaning and Internal Inspection, Project 102-203; sponsored by Vice Mayor Messick.
- c) A resolution to authorize an agreement for a Tennessee Tourism Marketing Grant not to exceed Twenty Thousand 00/100 Dollars (\$20,000), which requires a one hundred percent match from the City of Manchester; sponsored by Alderman Hobbs.

Ordinances:

- a) 2nd reading of an ordinance amending the Physical Development Plan of the City of Manchester applicable to property at 2514 McMinnville Highway (Swanson Development, LP); sponsored by Vice Mayor Messick.
- b) 2nd reading of an ordinance rezoning that property owned by Swanson Developments, LP, on 2514 McMinnville Highway and recently annexed in the City of Manchester: sponsored by Vice Mayor Messick.
- c) 1st reading of an ordinance rezoning property owned by Mike and Mildred Henley on Oakdale St., from R-3 to R-4; sponsored by Vice Mayor Messick.
- d) 1st reading of an ordinance to amend Manchester Municipal Code 8-215, Hours of Sale for Beer; sponsored by Alderman Hobbs.

10. **OLD BUSINESS**

11. **NEW BUSINESS**

- Citizen Appointment to Duck River Utilities Commission- BOMA Appointment
- Duck River Utilities Commission General Manager Randal Braker - discussion DRA Grant to the DRUC

- MWSO Distribution Manager Job Description
- Swim Instructor Job Description
- Ice Skating Rink Operations approved by Recreation Commission

12. **ITEMS FROM THE BOARD OF MAYOR AND ALDERMAN**

13. **ADJOURNMENT:** BEER BOARD TO FOLLOW

CITY OF MANCHESTER
BOARD OF MAYOR AND ALDERMEN
Meeting Minutes
June 4th, 2024, @ 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 over by Mayor Howard. Present for the meeting were Mayor Howard, Alderman Anderson, Alderman Bellamy, Alderman Hobbs, Vice Mayor Messick, Alderman Parsley, Attorney Johnson, Executive Administrative Assistant Keele, Finance Director Burrows, MWSD Director Miller, Asst. Director Parks/Rec. Johnson, I.S. Director Smotherman, MPD Chief Sipe, MPD Assistant Chief Floied, MFD Chief Chambers, Public Works Kristina Moore, Community Development & Zoning Director Brittany Fiske, MWSD Assistant Director Raney, Engineer Adam Carter, and other citizens. Absent was Alderman French, Parks & Rec. Director Fox, and Public Works Director Gannon. Meeting opened with a prayer by Minister Gluck and the pledge to the flag was spoken in unison. Mayor Howard called the meeting to order.

ROLL CALL:

Finance Director Burrows called the roll.

APPROVAL OF MINUTES:

Alderman Anderson made a motion to approve the May 7th, 2024 BOMA Meeting Minutes and seconded by Alderman Hobbs. The motion passed 5-0.

CORRESPONDENCE: none

COMMENTS FROM CITIZENS: County resident Sarah Bradley spoke in support of interim pay for MWSD Assistant Director Kevin Raney.

COMMENTS FROM MAYOR: Mayor Howard thanked everyone for attending the meeting.

Safety Committee- Chief Sipe stated next meeting is on 6-10-24 and working on Bonnaroo operations.

Finance Committee- Finance Director Burrows stated finance committee reviewed the budget amendment on the agenda, discussed FY 2024-2025 Budget requests by MPD & Rec, discussed increasing purchase order threshold to 2500, discussed employment retention, and discussed payroll policy.

Street Committee- Kristina Moore stated next meeting 6-13-24.

Water /Sewer Commission- Director Perry stated next meeting would be Thursday.

Recreation Commission- Assistant Director Johnson stated next meeting would be 6-13-24, and discussed the July 4th activities.

Tourism Development Commission- Lori West stated next meeting would be 6-10-24.

Planning & Zoning Commission- Director Fiske stated the next meeting would be 6-17-24.

Information Systems Committee- Director Smotherman stated would meet on 6-17-24.

Historic Zoning Commission- Director Fiske stated they will not meet no COA's.

RESOLUTIONS & ORDINANCES

Resolutions:

- a) A resolution to approve a bid in the amount of Forty- Three Thousand Two Hundred Eighty-Seven and 20/100 Dollars (\$43,287.20) for rental of an Ice Rink and other accessories from Artificial Ice Events; sponsored by Alderman Hobbs. Alderman Hobbs made a motion to approve and seconded by Alderman Parsley. Mayor Howard opened the floor to discussion and Alderman Hobbs discussed a grant that is supporting the event. Alderman Parsley discussed the amount of manpower that would be needed. Alderman Bellamy asked if the grant money could be used for repairs at the recreation center and Alderman Hobbs stated it must be used for tourism. A discussion ensued about the liability. Assistant Director Johnson discussed how they would operate the event and the cost. Vice Mayor Messick stated he would like to see the City waive the fee for everyone. Attorney Johnson stated that would need to be decided in committee. Mayor Howard called for the roll and the resolution passed 5-0.

Ordinances:

- a) 2nd reading of an ordinance amending the Physical Development Plan of the City of Manchester applicable to property at 2514 McMinnville Highway (Swanson Development, LP); sponsored by Vice Mayor Messick. **(moved to 7-2-24 BOMA Meeting)** Mayor Howard asked for a motion to postpone Ordinance A and B to July due to the required notice in the newspaper. Vice Mayor Messick made a motion to postpone to 7-2-24 and seconded by Alderman Hobbs. The motion passed 5-0.
- b) 2nd reading of an ordinance rezoning that property owned by Swanson Developments, LP, on 2514 McMinnville Highway and recently annexed in the City of Manchester: sponsored by Vice Mayor Messick. **(moved to 7-2-24 BOMA Meeting)** Mayor Howard asked for a motion to postpone Ordinance A and B to July due to the required notice in the newspaper. Vice Mayor Messick made a motion to postpone to 7-2-24 and seconded by Alderman Hobbs. The motion passed 5-0.
- c) 2nd reading of an ordinance rezoning property owned by Ronnie Randall on Belmont Drive from C-5 to R-3; sponsored by Vice Mayor Messick. Alderman Parsley made a motion to approve and seconded by Alderman Hobbs. Mayor Howard opened the floor to a public hearing. Mayor Howard asked Director Fiske if the Planning Commission had approved it and Director Fiske stated it was sent to the BOMA with a positive recommendation. Alderman Parsley asked Director Fiske if it was zoned C-5 because the Hospital Group owned it, and Director Fiske stated she believed so. Mayor Howard called for the roll and the ordinance failed second reading 2-3 with Alderman Hobbs and Alderman Parsley voting yes. Alderman Anderson, Alderman Bellamy, and Vice Mayor Messick voted nay.
- d) 2nd reading of an ordinance to amend Manchester Municipal Code 18-201 relative to nonpayment of bills; sponsored by Vice Mayor Messick. Alderman Anderson made a motion and seconded by Alderman Hobbs. Mayor Howard opened the floor to discussion and Vice Mayor Messick asked if this is for the Water Dept. Attorney Johnson and Mayor Howard discussed the prior cut-off ordinance. Alderman Anderson asked what are we doing to let people know of the change. Attorney Johnson stated the change had only been for 6 months. Attorney Johnson stated the notices will have the amount of time to pay the bill listed. Alderman Bellamy stated the MWSD Director should notify everyone the best way he decides to and he can decide if they need to be notified or not. Mayor Howard called for the vote and the ordinance passed 2nd and final reading 5-0.
- e) 1st reading of an ordinance amending the budget ordinance for fiscal year 2023-24, Ordinance no. 1692; sponsored by Alderman Hobbs. Alderman Bellamy made a motion to approve and seconded by Alderman Anderson. Mayor Howard opened the floor to discussion and Vice Mayor Messick asked Finance Director Burrows where the 2 million dollars for the MWSD would come from. Director Burrows stated it would come from the MWSD reserves. Alderman Anderson asked what the 2 million is for and Vice Mayor Messick stated that is a good question. Director Burrows stated it is a combination of items and 6.9 million of the money in the MWSD budget is obligated. Director Burrows stated the shortfall is from operational expenses and the Norris Bros. Hwy 55 water line project. Mayor Howard stated the MWSD did not put in their budget the correct bid cost. A discussion ensued regarding the MWSD reserves. Mayor Howard called for the roll and the ordinance passed 1st reading 5-0.

OLD BUSINESS

NEW BUSINESS

- Water Sewer Commission Recommendation Interim Pay MWSD Assistant Director Kevin Raney. Mayor Howard discussed that Kevin Raney was not appointed to be the Interim Director when Dana Douglas left, but he was asked to step in as interim when Phil Miller left the MWSD. Mayor Howard asked Vice Mayor Messick if he remembered anything on paper that he was appointed after Dana Douglas left, and he stated he didn't think so. Mayor Howard stated we all held it together when Dana left, but when Phil left he was asked to step in. Vice Mayor Messick stated we may not have appointed him when Dana left but he acted in every aspect as interim during that time and should be paid for that. Alderman Hobbs stated he is only requesting 30 days and he agrees with Vice Mayor Messick. Mayor Howard discussed everyone throwing in to help when Dana left. Alderman Bellamy asked

how much money are we talking about, and Vice Mayor Messick stated he didn't have a clue. Mayor Howard stated as a steward of the City money she knows that everyone pulled together and do we pay everyone interim pay that helped when Dana was out. Alderman Anderson asked if there was any documentation on this to look at and she agrees with Vice Mayor Messick. Alderman Anderson stated she has the documentation in front of her and is ready to vote on this. Vice Mayor Messick made a motion to pay Kevin Raney the requested pay and seconded by Alderman Bellamy. Alderman Bellamy stated let's vote. Mayor Howard asked for Director Burrows to call the roll and the motion passed 5-0.

- Summer Day Camp Assistant Job Description Alderman Hobbs made a motion to approve and seconded by Alderman Parsley. The motion passed 5-0.
- Wellness Attendant Job Description. Alderman Bellamy made a motion to approve and seconded by Alderman Parsley. The motion passed 5-0.

COMMENTS FROM BOMA: Alderman Anderson discussed Hardees campaign for Star for Heros; Alderman Bellamy stated we are doing very well with the two new Dept Heads (Finance & MWSD) and they are building a team and that will cut out the in fighting in some of the departments and we need to back them up. Vice Mayor Messick stated he would like all the committees to give a report each meeting; Mayor Howard stated she appreciates everyone showing up and we try to be as fair to everyone.

ADJOURNMENT:

- Being no further business to discuss, Mayor Howard asked for a motion to adjourn and Alderman Parsley made the motion. The motion was seconded by Vice Mayor Messick. The motion to adjourn was passed 5-0. The meeting adjourned at 7:21 p.m.

SIGNATURES:

Mayor Marilyn Howard

Executive Administrative Assistant Keele

City of Manchester
Board of Mayor and Alderman
Beer Board Minutes
June 4th, 2024

Immediately Following the Mayor and Aldermen Board Meeting.

Mayor Howard called the meeting to order.

Application(s):

1. Name of Business: Sleep Inn & Suites, Business Address: 84 Relco Drive, Manchester, TN 37355; Previous Name of Business: n/a; Name and Address of Property Owner: Umang Patel, 7140 Smokey Hill Rd., Antioch, TN 37013; Name of Applicant: Umang Patel, 7140 Smokey Hill Rd., Antioch, TN 37013; Application is for on-premises consumption only. Assistant Police Chief Floied stated the applicant has met all requirements and is favorable for permit. Alderman Bellamy 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 application passed 6-0.
- **Adjournment:** Being no further business to discuss, Mayor Howard asked for a motion to adjourn and Alderman Hobbs made the motion. The motion was seconded by Alderman Bellamy. The motion to adjourn was passed 5-0. The meeting adjourned at 7:25 p.m.

Mayor Marilyn Howard

Exec. Administrative Assistant Keele

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWENTY (20) MSA G-1 BREATHING APPARATUSES AT ONE HUNDRED AND SIXTY THOUSAND DOLLARS AND 00/100 DOLLARS (\$160,000.00) FOR USE OF THE FIRE DEPARTMENT OF THE CITY OF MANCHESTER

WHEREAS, the City of Manchester Fire Department needs new self-contained breathing apparatuses; and

WHEREAS, the Fire Department has determined that Twenty (20) MSA G-1 apparatuses from Safe Industries will best serve the department's needs; and

WHEREAS, the city fire department has sufficient funds in its account to purchase this equipment, and

WHEREAS, this equipment is available pursuant to the State of Tennessee Department of General Services contract (HGAC) making the purchase exempt from the City's normal bidding requirements; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, that the City of Manchester purchase Twenty (20) MSA G-1 self contained breathing apparatuses from Safe Industries at a cost of ONE HUNDRED AND SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$160,000.00) through a State of Tennessee Department of General Services (HGAC) contract vendor.

RESOLVED THIS _____th DAY OF JULY, 2024.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC, IN THE AMOUNT OF THREE HUNDRED AND FIFTY ONE THOUSAND FIVE HUNDRED AND TWENTY ONE AND 50/100 DOLLARS (\$351,521.50) FOR SEWER INTERCEPTOR CLEANING AND INTERNAL INSPECTION, PROJECT 102-203

WHEREAS the City of Manchester has historically experienced issues with sewer flow rates and bottlenecks; and

WHEREAS the City of Manchester solicited competitive proposals for sewer interceptor cleaning and internal inspection, Project 102-203; and

WHEREAS the Engineer of the City of Manchester and the Finance Director evaluated the bids submitted and they have found the proposal of Insituform Technologies, LLC, to be the winning bid and that it provides the City the maximum value; and

WHEREAS, in order to fulfill the City of Manchester's needs for sewer interceptor cleaning and internal inspection, the Manchester Water and Sewer Department and the City Engineer have recommended the Insituform Technologies', LLC, proposal listed on Exhibit "A" at a total cost of Three Hundred and Fifty One Thousand, Five Hundred and Twenty One and 50/100 Dollars (\$352,521.50); 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 contract with Insituform Technologies', LLC, for the proposal listed on Exhibit "A" at a total cost of Three Hundred and Fifty One Thousand, Five Hundred and Twenty One and 50/100 Dollars (\$352,521.50).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the Mayor and Finance Director are authorized to execute a contract on behalf of the City of Manchester.

Resolved this _____ day of _____ 2024.

Marilyn Howard, Mayor

Anthony Burrows, Finance Director

day that expires after the time specified in paragraph 3.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the OWNER, the CONTRACTOR shall pay the OWNER six hundred dollars (\$600) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below.

- 4.1 For all work other than Unit Price work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum work as indicated in the Bid Form.
- 4.2 For all Unit Price work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in the Bid Form.

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications will be made by the ENGINEER as provided in Article 10 of the General Conditions. Unit prices have been computed as provided in Article 13 of the General Conditions.

- 4.3 In the event there are "Unit Price" items to be paid as a Lump Sum and combined with "Lump Sum" items, the Contract total of both "Schedule of Values" is as follows:

_____ (Figures)

_____ (Words)

Article 5. Payment Procedures

The CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

5.1 Progress Payments and Retainage: The OWNER shall make progress payments on account of the Contract Price on the basis of the CONTRACTOR'S Applications for Payment as recommended by the ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the Schedule of Values established in Article 2 of the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the ENGINEER shall determine, or the OWNER may withhold, in accordance with Article 15 of the General Conditions.

90% of work completed (with the balance being retainage). If work has been 50% completed as determined by the ENGINEER, and if the character and progress of the work have been satisfactory to the OWNER and the ENGINEER, the OWNER, on recommendations of the ENGINEER, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the work completed.

100% (with the balance being retainage) of materials and equipment not incorporated in the work (but delivered, suitably stored, and accompanied by documentation satisfactory to the OWNER, as provided in Article 15 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to the CONTRACTOR to 95% of the Contract Amount (with the balance being retainage), less such amounts as the ENGINEER shall determine, or the OWNER may withhold, in accordance with Article 15 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the work in accordance with Article 15 of the General Conditions, the OWNER shall pay the remainder of the Contract Amount as recommended by the ENGINEER as provided in said Article 15.

Article 6. Contractor's Representations

In an effort to encourage the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

- 6.1 The CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data".
- 6.2 The CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and specific site conditions that may affect cost, progress, performance and furnishing of the work.
- 6.3 The CONTRACTOR is familiar with and is satisfied regarding all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the work.
- 6.4 The CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5 of the General Conditions. The CONTRACTOR accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions regarding the extent of the "technical data" contained in such reports and drawings upon which the CONTRACTOR is entitled to rely as provided in paragraph 5.03 of the General Conditions. The CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for the CONTRACTOR'S purposes. The CONTRACTOR acknowledges that the OWNER and the ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions, (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the CONTRACTOR and safety precautions and programs incident thereto. The CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 The CONTRACTOR is aware of the general nature of the work to be performed by the OWNER and others at the site that relates to the work as indicated in the Contract Documents.
- 6.6 The CONTRACTOR has correlated the information known to the CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7 The CONTRACTOR has given the ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

Article 7. Contract Documents

The Contract Documents which comprise the entire agreement between the OWNER and the CONTRACTOR concerning the work consist of the following:

- 7.1 This Agreement (pages 1 to 7, inclusive).
- 7.2 Project Manual Documents and Specifications consisting of sections as listed in the Table of Contents.
- 7.3 Performance, Payment, and other required Bonds.
- 7.4 Certificate of Insurance.
- 7.5 General Conditions (Document 00700).
- 7.6 Supplementary Conditions (Document 00800).
- 7.7 Drawings (not attached hereto) consisting of Cover Sheet and Sheets C1.0-C3.2.
- 7.8 Addenda numbers ___ to ___, inclusive. (Listed in Document 00900.)
- 7.9 The CONTRACTOR'S Bid.
- 7.10 Documentation submitted by CONTRACTOR prior to Notice of Award.

7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.11.1 Notice of Award

7.11.2 Notice to Proceed

7.11.3 All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the General Conditions.

Article 8. Miscellaneous

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Owner or the Contractor from any duty or responsibility under the Contract Documents.

8.3 The OWNER and the CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void to unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the OWNER and the CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to the OWNER, the CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed, initialed, or identified by the OWNER and the CONTRACTOR or identified by the ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER City of Manchester

CONTRACTOR _____

By: _____

By: _____

Title: Mayor

Title: _____

Corporate Seal:

Corporate Seal:

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

200 W. Fort Street

Manchester, TN 37355

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF DOCUMENT

DOCUMENT 00320

UNIT PRICE BID FORM

The undersigned, having examined the Contract Documents, Specifications, Construction Drawings, all related documents and data including a thorough examination of the site, hereby agrees to furnish all labor, materials, equipment and supervision to complete the project in accordance with the Document 00500 (The Agreement) and other Contract Documents.

No work shall be subcontracted by the Contractor without the prior written authorization of the Manchester Water and Sewer Department and the Engineer.

Institution
Bidder

May 31st 2024
Date

BASE BID:

NO.	ITEM	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE
1	NORMAL CELANING (≤ 9" DIA. PIPE)	830	LF	\$ 1.00	\$ 830.00
2	NORMAL CELANING (9.01" - 11" DIA. PIPE)	2750	LF	\$ 1.00	\$ 2,750.00
3	NORMAL CELANING (11.01" - 13" DIA. PIPE)	4200	LF	\$ 1.00	\$ 4,200.00
4	NORMAL CELANING (13.01" - 15" DIA. PIPE)	3200	LF	\$ 1.00	\$ 3,200.00
5	NORMAL CELANING (15.01" - 17" DIA. PIPE)	11500	LF	\$ 1.00	\$ 11,500.00
6	NORMAL CELANING (17.01" - 19" DIA. PIPE)	14900	LF	\$ 1.00	\$ 14,900.00
7	NORMAL CELANING (19.01" - 21" DIA. PIPE)	400	LF	\$ 1.00	\$ 400.00
8	NORMAL CELANING (21.01" - 23" DIA. PIPE)	3000	LF	\$ 1.00	\$ 3,000.00
9	NORMAL CELANING (23.01" - 25" DIA. PIPE)	400	LF	\$ 1.00	\$ 400.00
10	NORMAL CELANING (25.01" - 37" DIA. PIPE)	400	LF	\$ 1.00	\$ 400.00
11	HEAVY CLEANING	120	HOUR	\$ 400.00	\$ 48,000.00
12	INTERNAL INSPECTION (≤ 9" DIA. PIPE)	830	LF	\$ 3.00	\$ 2,490.00
13	INTERNAL INSPECTION (9.01" - 11" DIA. PIPE)	2750	LF	\$ 3.00	\$ 8,250.00
14	INTERNAL INSPECTION (11.01" - 13" DIA. PIPE)	4200	LF	\$ 5.00	\$ 21,000.00
15	INTERNAL INSPECTION (13.01" - 15" DIA. PIPE)	3200	LF	\$ 5.00	\$ 16,000.00
16	INTERNAL INSPECTION (15.01" - 17" DIA. PIPE)	11500	LF	\$ 7.00	\$ 80,500.00
17	INTERNAL INSPECTION (17.01" - 19" DIA. PIPE)	14900	LF	\$ 7.00	\$ 104,300.00
18	INTERNAL INSPECTION (19.01" - 21" DIA. PIPE)	400	LF	\$ 7.00	\$ 2,800.00
19	INTERNAL INSPECTION (21.01" - 23" DIA. PIPE)	3000	LF	\$ 7.00	\$ 21,000.00
20	INTERNAL INSPECTION (23.01" - 25" DIA. PIPE)	400	LF	\$ 7.00	\$ 2,800.00
21	INTERNAL INSPECTION (25.01" - 37" DIA. PIPE)	400	LF	\$ 7.00	\$ 2,800.00
22	FINAL REPORTS AND SUBMITTALS	1	LS	\$ 1.50	\$ 1.50

TOTAL BASE BID: \$351,531.50

Three Hundred fifty One Thousand, Five Hundred Twenty One and fifty Cents
TOTAL BASE BID IN WORDS

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE AN AGREEMENT FOR A TENNESSEE TOURISM MARKETING GRANT NOT TO EXCEED TWENTY THOUSAND 00/100 DOLLARS (\$20,000), WHICH REQUIRES A ONE HUNDRED PERCENT MATCH FROM THE CITY OF MANCHESTER

WHEREAS the City of Manchester depends upon tourism; and

WHEREAS the City of Manchester Tourism Committee held a public meeting addressing the marketing needs of the tourism community in June, 2024; and

WHEREAS suggestions at the public meeting were the continued use of Tennessee Tourism Marketing Grant funds; and

WHEREAS there will be Tennessee Tourism Marketing Grant Funds available to fund some of the cost of this marketing; and

WHEREAS the City of Manchester Tourism Committee wishes to apply for said grant funds of up to Twenty Thousand and 00/100 Dollars (\$20,000), which would require 100% matching funds by the City in the amount of up to Twenty Thousand and 00/100 Dollars (\$20,000).

WHEREAS Manchester Municipal Code 5-703(4) requires any future obligation exceeding \$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 Tourism Committee apply for a Tennessee Tourism Marketing Grant of up to the amount of Twenty Thousand and 00/100 Dollars (\$20,000), which would require 100% matching funds by the City in the amount of up to Twenty Thousand and 00/100 Dollars (\$20,000).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that any resolution inconsistent herewith,

including, but not limited to, any resolution restricting spending be amended to allow payment of the City's obligation under this resolution.

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the Mayor and Finance Director are authorized to execute the necessary documents to contract for this grant.

Resolved this _____ day of _____ 2024.

Marilyn Howard, Mayor

Anthony Burrows, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PHYSICAL DEVELOPMENT PLAN OF THE CITY OF MANCHESTER APPLICABLE TO PROPERTY AT 2514 MCMINNVILLE HIGHWAY (SWANSON DEVELOPMENT, LP)

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 March 18, 2024, the Planning Commission of the City of Manchester recommended an amendment to the plan to reclassify certain property owned by Swanson Development, LP, located at 2514 McMinnville Highway and described in the attached, from its current usage to Commercial and Light Industrial per the attached; 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 changes as identified above; and the attached, and

WHEREAS the Board of Mayor and Aldermen held a public hearing on this change in the Physical Development Plan on July 2nd, 2024; 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 ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the current Land Use Plan (Physical Development Plan) be updated as amended and attached hereto;

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 April 15, 2024.

PASSED FIRST READING: _____ May 7 _____, 2024

PASSED SECOND AND FINAL READING: _____, 2024

Marilyn Howard, Mayor

ATTEST: _____
Anthony Burrows, Finance Director

Current Land Use

Commercial

High Density Residential

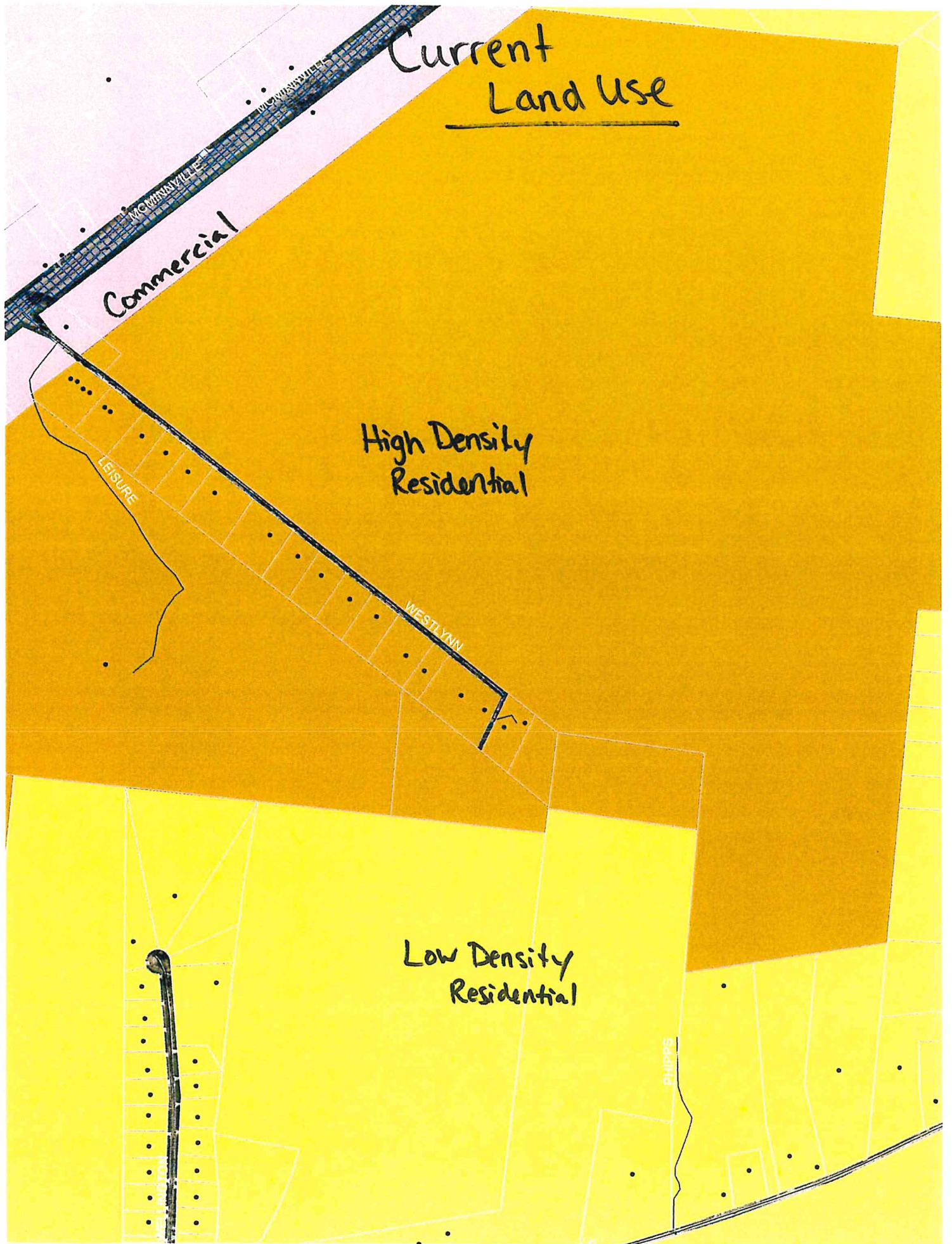
Low Density Residential

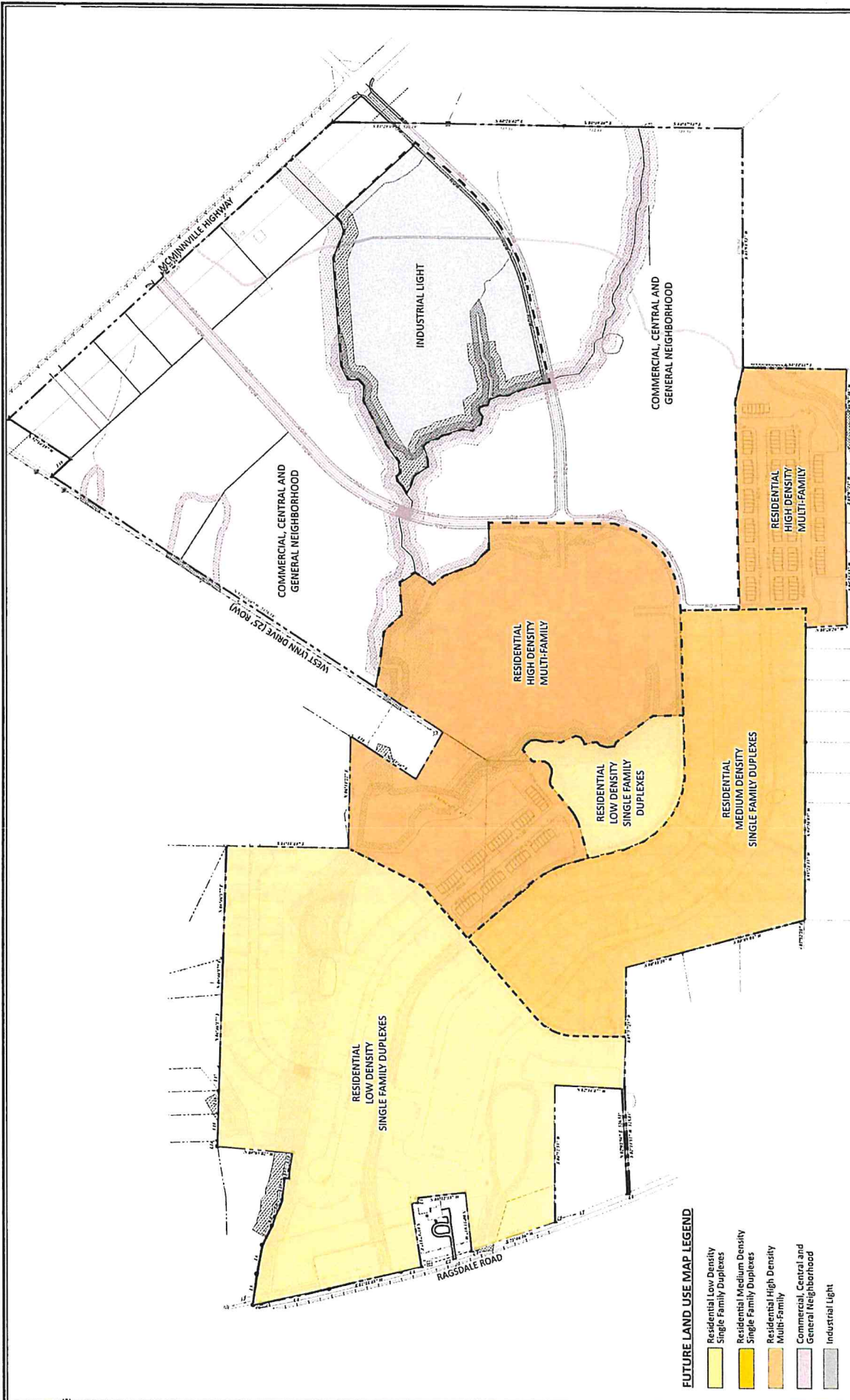
LEISURE

WESTLYNN

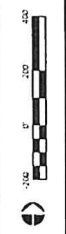
PHIPPS

WELLINGTON





- FUTURE LAND USE MAP LEGEND**
- Residential Low Density Single Family Duplexes
 - Residential Medium Density Single Family Duplexes
 - Residential High Density Multi-Family
 - Commercial, Central and General Neighborhood
 - Industrial Light



Old Stone Fort Crossings Proposed Future Land Use Map Amendment



SEC, Inc. SITE ENGINEERING CONSULTANTS
 10000 W. 10th Avenue, Suite 100
 Denver, CO 80202
 Phone: (303) 752-7200 Fax: (303) 752-7207
 www.secinc.com

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY OWNED BY SWANSON DEVELOPMENTS, LP, ON 2514 MCMINNVILLE HIGHWAY AND RECENTLY ANNEXED INTO THE CITY

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 Swanson Developments, LP; 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 Swanson Development be rezoned according to and as described below.

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 classifications as described below to the following described properties owned by Swanson Developments, LP:

“E” From RS-1 to R-2

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY GEM PROPERTIES TN. BOOK 429, PG. 124, SWANSON DEVELOPMENTS LP BOOK 435, PG. 668 ON THE EAST & SOUTH, NESTER BOOK 435, PG. 545 ON THE SOUTH, AND FERRELL BOOK 344, PG. 340, & WELLINGTON SUBDIVISION PLAT BOOK 468A ON TH WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF FERRELL; THENCE, WITH SAID LINE FOR THE FOLLOWING CALLS:
N 32°07'08" E FOR A DISTANCE OF 106.76' TO A POINT;
THENCE, N 24°54'52" E FOR A DISTANCE OF 46.79' TO A POINT;
THENCE, N 27°23'36" E FOR A DISTANCE OF 95.85' TO A POINT;

THENCE, N 12°08'36" E FOR A DISTANCE OF 104.08' TO A POINT;
THENCE, S 89°46'45" E FOR A DISTANCE OF 23.86' TO A POINT;
THENCE, N 05°29'58" E FOR A DISTANCE OF 43.14' TO A POINT;
THENCE, N 16°38'30" E FOR A DISTANCE OF 88.94' TO A POINT;
THENCE, N 80°05'02" W FOR A DISTANCE OF 380.19' TO A POINT;
THENCE, WITH THE EAST LINE OF WELLINGTON SUBDIVISION N 06°46'17" E FOR A DISTANCE OF 1479.79' TO AN IRON PIN; THENCE, WITH THE SOUTH LINE OF GEM PROPERTIES TN S 84°18'44" E FOR A DISTANCE OF 612.59' TO A POINT; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENT FOR THE FOLLOWING CALLS:
S 58°48'57" E FOR A DISTANCE OF 420.28' TO A POINT;
THENCE, S 35°21'37" E FOR A DISTANCE OF 118.04' TO A POINT;
THENCE, N 54°38'23" E FOR A DISTANCE OF 4.60' TO A POINT;
THENCE, S 35°21'37" E FOR A DISTANCE OF 318.97' TO A POINT;
THENCE, S 07°51'51" W FOR A DISTANCE OF 698.02' TO A POINT;
THENCE, S 06°37'45" W FOR A DISTANCE OF 496.75' TO A POINT;
THENCE, S 78°53'14" W FOR A DISTANCE OF 30.38' TO A POINT;
THENCE, WITH THE NORTH LINE OF NESTER FOR THE FOLLOWING CALLS:
S 88°12'33" W FOR A DISTANCE OF 249.87' TO A POINT;
THENCE, S 03°52'04" E FOR A DISTANCE OF 19.73' TO A POINT;
THENCE, S 86°52'09" W FOR A DISTANCE OF 29.84' TO A POINT;
THENCE, S 03°47'13" E FOR A DISTANCE OF 17.58' TO A POINT;
THENCE, WITH ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:
S 80°15'47" W FOR A DISTANCE OF 168.17' TO A POINT;
THENCE, S 80°05'18" W FOR A DISTANCE OF 60.01' TO A POINT;
THENCE, S 80°16'56" W FOR A DISTANCE OF 547.07' TO POINT OF BEGINNING, HAVING AN AREA OF 2110932.6 SQUARE FEET, 48.460 ACRES +/-.

"F" From RS-1 to R-3

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL SWANSON DEVELOPMENTS LP BOOK 435, PG. 668 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:
N 35°21'37" W FOR A DISTANCE OF 93.97' TO A POINT; THENCE, N 54°38'23" E FOR A DISTANCE OF 88.32' TO A POINT;
THENCE, S 07°51'51" W FOR A DISTANCE OF 128.95' TO THE POINT OF BEGINNING, HAVING AN AREA OF 4149.3 SQUARE FEET, 0.095 ACRES +/-

"J" From RS-1 to R-3

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL SWANSON DEVELOPMENTS LP BOOK 435, PG. 668, AND LYNN DRIVE, GEM PROPERTIES BOOK 429, PG. 124, JACO BOOK 271, PG. 183, & KEHRER BOOK 357, PG. 808 ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN BEING THE NORTHWEST CORNER OF PIERCE BOOK 279, PG.310 ;
THENCE, WITH THE NORTH LINE OF PIERCE, TRIFF AND ARNOLD FOR THE FOLLOWING CALLS:
S 80°09'04" W FOR A DISTANCE OF 634.48' TO A POINT;
THENCE, S 80°13'30" W FOR A DISTANCE OF 293.74' TO A POINT;
THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:
N 05°54'19" E FOR A DISTANCE OF 596.95' TO A POINT;
THENCE, WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 516.62', A RADIUS OF 400.00', A CHORD BEARING OF N 40°50'42" E, AND A CHORD LENGTH OF 481.45', TO A POINT;
THENCE, N 03°50'43" E FOR A DISTANCE OF 274.19' TO A POINT;
THENCE, N 03°50'43" E FOR A DISTANCE OF 525.45' TO A POINT;
THENCE, S 86°09'17" E FOR A DISTANCE OF 627.54' TO A POINT;

THENCE, S 03°50'43" W FOR A DISTANCE OF 91.71' TO AN IRON PIN;
THENCE, WITH THE WEST LINE OF GRANDVIEW ESTATES FOR THE FOLLOWING CALLS:
S 05°59'18" W FOR A DISTANCE OF 107.26' TO AN IRON PIN;
THENCE, S 05°17'17" W FOR A DISTANCE OF 157.81' TO AN IRON PIN;
THENCE, S 05°14'42" W FOR A DISTANCE OF 156.96' TO AN IRON PIN;
THENCE, S 05°16'18" W FOR A DISTANCE OF 155.54' TO AN IRON PIN;
THENCE, S 04°47'51" W FOR A DISTANCE OF 153.19' TO AN IRON PIN;
THENCE, S 05°28'48" W FOR A DISTANCE OF 150.95' TO AN IRON PIN;
THENCE, S 04°59'03" W FOR A DISTANCE OF 224.39' TO AN IRON PIN;
THENCE, S 05°23'11" W FOR A DISTANCE OF 219.17' TO AN IRON PIN;
THENCE, S 05°23'46" W FOR A DISTANCE OF 144.83' TO THE POINT OF BEGINNING,
HAVING AN AREA OF 1191404.4 SQUARE FEET, 27.351 ACRES

"K" From RS-1 to R-4

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL SWANSON DEVELOPMENTS LP BOOK 435, PG. 668, AND LYNN DRIVE, GEM PROPERTIES BOOK 429, PG. 124, JACO BOOK 271, PG. 183, & KEHRER BOOK 357, PG. 808 ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OT GEM PROPERTIES; THENCE, WITH SAID LINE N 06°13'22" E FOR A DISTANCE OF 560.01' TO A POINT; THENCE, WITH THE SOUTH LINE OF JACO & KEHRER RESPECTIVELY FOR THE FOLLOWING CALLS:
S 52°01'16" E FOR A DISTANCE OF 90.53' TO A POINT;
THENCE, S 51°53'46" E FOR A DISTANCE OF 299.98' TO A POINT;
THENCE, WITH THE EAST LINE OF KEHRER N 34°42'12" E FOR A DISTANCE OF 276.96' TO A POINT;
THENCE, WITH THE SOUTHERN RIGHT OF WAY OF WEST LYNN DRIVE N 52°05'00" W FOR A DISTANCE OF 405.23' TO A POINT; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:
N 16°32'43" E FOR A DISTANCE OF 130.61' TO A POINT;
THENCE, N 11°35'38" E FOR A DISTANCE OF 152.69' TO A POINT;
THENCE, N 48°13'41" E FOR A DISTANCE OF 53.59' TO A POINT;
THENCE, N 55°27'06" E FOR A DISTANCE OF 69.95' TO A POINT;
THENCE, N 03°40'57" E FOR A DISTANCE OF 37.22' TO A POINT;
THENCE, N 00°00'00" E FOR A DISTANCE OF 57.60' TO A POINT;
THENCE, N 04°01'58" E FOR A DISTANCE OF 66.89' TO A POINT;
THENCE, N 61°42'23" E FOR A DISTANCE OF 90.70' TO A POINT;
THENCE, S 52°12'31" E FOR A DISTANCE OF 106.73' TO A POINT;
THENCE, N 56°06'30" E FOR A DISTANCE OF 66.13' TO A POINT;
THENCE, N 73°16'36" E FOR A DISTANCE OF 86.08' TO A POINT;
THENCE, N 73°56'01" E FOR A DISTANCE OF 83.32' TO A POINT;
THENCE, N 42°59'34" E FOR A DISTANCE OF 67.33' TO A POINT;
THENCE, N 60°36'30" E FOR A DISTANCE OF 37.08' TO A POINT;
THENCE, N 03°50'43" E FOR A DISTANCE OF 131.16' TO A POINT;
THENCE, S 86°09'17" E FOR A DISTANCE OF 556.18' TO A POINT;
THENCE, WITH A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 628.32', A RADIUS OF 400.00', A CHORD BEARING OF S 41°09'17" E, AND A CHORD LENGTH OF 565.69', TO A POINT;
THENCE, S 03°50'43" W FOR A DISTANCE OF 575.45' TO A POINT;
THENCE, N 86°09'17" W FOR A DISTANCE OF 149.82' TO A POINT;
THENCE, S 57°27'24" W FOR A DISTANCE OF 117.52' TO A POINT;
THENCE, S 60°38'31" W FOR A DISTANCE OF 113.22' TO A POINT;
THENCE, S 31°30'44" W FOR A DISTANCE OF 23.90' TO A POINT;
THENCE, S 86°55'22" W FOR A DISTANCE OF 34.92' TO A POINT;
THENCE, N 69°08'44" W FOR A DISTANCE OF 25.00' TO A POINT;
THENCE, N 53°35'14" W FOR A DISTANCE OF 20.45' TO A POINT;
THENCE, N 34°13'51" W FOR A DISTANCE OF 12.83' TO A POINT;
THENCE, N 87°52'59" W FOR A DISTANCE OF 13.98' TO A POINT;

THENCE, S 83°57'20" W FOR A DISTANCE OF 51.85' TO A POINT;
THENCE, N 13°51'05" W FOR A DISTANCE OF 14.14' TO A POINT;
THENCE, N 30°39'02" W FOR A DISTANCE OF 23.86' TO A POINT;
THENCE, N 61°03'40" W FOR A DISTANCE OF 29.44' TO A POINT;
THENCE, S 63°25'51" W FOR A DISTANCE OF 25.80' TO A POINT;
THENCE, S 70°37'53" W FOR A DISTANCE OF 55.06' TO A POINT;
THENCE, N 78°05'19" W FOR A DISTANCE OF 52.35' TO A POINT;
THENCE, S 88°27'07" W FOR A DISTANCE OF 28.30' TO A POINT;
THENCE, N 70°56'18" W FOR A DISTANCE OF 45.18' TO A POINT;
THENCE, S 87°36'48" W FOR A DISTANCE OF 27.85' TO A POINT;
THENCE, S 54°32'11" W FOR A DISTANCE OF 37.80' TO A POINT;
THENCE, S 35°49'01" W FOR A DISTANCE OF 26.52' TO A POINT;
THENCE, S 35°21'37" E FOR A DISTANCE OF 76.49' TO A POINT;
THENCE, N 84°41'00" W FOR A DISTANCE OF 226.55' TO A POINT;
THENCE, S 06°16'02" W FOR A DISTANCE OF 316.22' TO A POINT;
THENCE, S 06°12'49" W FOR A DISTANCE OF 140.68' TO A POINT;
THENCE, S 07°51'51" W FOR A DISTANCE OF 373.69' TO A POINT;
THENCE, S 54°38'23" W FOR A DISTANCE OF 88.32' TO A POIN;
THENCE, N 35°21'37" W FOR A DISTANCE OF 225.00' TO A POINT;
THENCE, S 54°38'23" W FOR A DISTANCE OF 4.60' TO A POINT;
THENCE, N 35°21'37" W FOR A DISTANCE OF 118.04' TO A POINT;
THENCE, N 58°48'57" W FOR A DISTANCE OF 420.28' TO THE POINT OF BEGINNING,
HAVING AN AREA OF 1877502 SQUARE FEET, 43.102 ACRES +/-

"L" From RS-1 to C-3

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY SWANSON DEVELOPMENTS LP BOOK 435, PG. 668, ENGLAND BOOK 265, PG. 838, LOWERY BOOK 388, PG. 136, BROWN BOOK 317, PG. 864, & CARROLL BOOK 352, PG. 169 ON THE NORTH, MITCHEL BOOK 391, PG. 341 ON THE EAST, SWANSON DEVELOPMENTS LP BOOK 435, PG. 668 ON THE SOUTH, AND WEST LYNN DRIVE ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, BEING THE SOUTHEAST CORNER OF FREDRICK; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:

N 52°40'42" E FOR A DISTANCE OF 928.68' TO A POINT;
THENCE, N 52°41'24" E FOR A DISTANCE OF 869.34' TO A POINT;
THENCE, S 39°49'11" E FOR A DISTANCE OF 37.44' TO A POINT;
THENCE, S 12°05'41" E FOR A DISTANCE OF 50.76' TO A POINT;
THENCE, S 27°40'08" W FOR A DISTANCE OF 141.78' TO A POINT;
THENCE, S 01°01'39" W FOR A DISTANCE OF 535.29' TO A POINT;
THENCE, S 21°22'02" E FOR A DISTANCE OF 73.80' TO A POINT;
THENCE, S 81°16'40" E FOR A DISTANCE OF 53.90' TO A POINT;
THENCE, S 37°36'09" E FOR A DISTANCE OF 42.66' TO A POINT;
THENCE, S 08°19'21" W FOR A DISTANCE OF 69.90' TO A POINT;
THENCE, S 22°56'16" E FOR A DISTANCE OF 238.97' TO A POINT;
THENCE, S 29°21'28" E FOR A DISTANCE OF 112.79' TO A POINT;
THENCE, S 02°18'42" E FOR A DISTANCE OF 52.67' TO A POINT;
THENCE, S 40°07'25" W FOR A DISTANCE OF 31.91' TO A POINT;
THENCE, S 07°35'41" E FOR A DISTANCE OF 18.13' TO A POINT;
THENCE, S 43°02'38" E FOR A DISTANCE OF 30.44' TO A POINT;
THENCE, S 23°47'07" E FOR A DISTANCE OF 47.56' TO A POINT;
THENCE, N 40°05'36" E FOR A DISTANCE OF 53.12' TO A POINT;
THENCE, N 18°50'49" E FOR A DISTANCE OF 43.01' TO A POINT;
THENCE, N 58°06'58" E FOR A DISTANCE OF 43.47' TO A POINT;
THENCE, N 62°42'30" E FOR A DISTANCE OF 41.38' TO A POINT;
THENCE, N 02°47'09" E FOR A DISTANCE OF 37.03' TO A POINT;
THENCE, N 04°03'59" W FOR A DISTANCE OF 25.38' TO A POINT;

THENCE, N 18°42'42" W FOR A DISTANCE OF 39.21' TO A POINT;
THENCE, N 29°34'40" E FOR A DISTANCE OF 25.49' TO A POINT;
THENCE, N 73°56'24" E FOR A DISTANCE OF 41.14' TO A POINT;
THENCE, N 77°40'57" E FOR A DISTANCE OF 29.57' TO A POINT;
THENCE, N 52°35'41" E FOR A DISTANCE OF 21.04' TO A POINT;
THENCE, N 84°48'20" E FOR A DISTANCE OF 21.72' TO A POINT;
THENCE, N 77°01'42" E FOR A DISTANCE OF 87.06' TO A POINT;
THENCE, S 73°25'11" E FOR A DISTANCE OF 22.60' TO A POINT;
THENCE, S 78°27'55" E FOR A DISTANCE OF 29.96' TO A POINT;
THENCE, N 51°57'36" E FOR A DISTANCE OF 51.09' TO A POINT;
THENCE, N 25°27'48" E FOR A DISTANCE OF 35.73' TO A POINT;
THENCE, N 27°45'31" W FOR A DISTANCE OF 32.98' TO A POINT;
THENCE, N 04°23'55" W FOR A DISTANCE OF 20.03' TO A POINT;
THENCE, N 63°26'06" E FOR A DISTANCE OF 24.04' TO A POINT;
THENCE, S 82°55'09" E FOR A DISTANCE OF 26.26' TO A POINT;
THENCE, N 21°19'04" E FOR A DISTANCE OF 30.07' TO A POINT;
THENCE, N 75°34'13" E FOR A DISTANCE OF 56.21' TO A POINT;
THENCE, S 85°11'11" E FOR A DISTANCE OF 45.25' TO A POINT;
THENCE, N 64°40'33" E FOR A DISTANCE OF 59.07' TO A POINT;
THENCE, N 83°34'41" E FOR A DISTANCE OF 57.45' TO A POINT;
THENCE, N 78°27'06" E FOR A DISTANCE OF 100.67' TO A POINT;
THENCE, N 07°43'44" W FOR A DISTANCE OF 10.36' TO A POINT;
THENCE, N 07°43'44" W FOR A DISTANCE OF 434.90' TO A POINT;
THENCE, WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 598.01', A RADIUS OF 1000.00', A CHORD BEARING OF N 24°51'39" W, AND A CHORD LENGTH OF 589.14', TO A POINT;
THENCE, N 41°59'33" W FOR A DISTANCE OF 496.98' TO A POINT; THENCE, WITH THE SOUTH LINES OF ENGLAND, LOWERY, BROWN, & CARROLL RESPECTIVELY FOR THE FOLLOWING CALLS:
84°29'09" E FOR A DISTANCE OF 248.82' TO A POINT;
THENCE, S 84°28'42" E FOR A DISTANCE OF 583.56' TO A POINT;
THENCE, S 84°39'40" E FOR A DISTANCE OF 312.44' TO AN IRON PIN;
THENCE, S 84°37'54" E FOR A DISTANCE OF 586.36' TO AN IRON PIN;
THENCE, WITH THE WEST LINE OF MITCHELL S 05°01'53" W FOR A DISTANCE OF 1190.04' TO A POINT; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:
S 17°18'02" W FOR A DISTANCE OF 173.85' TO A POINT;
THENCE, S 03°50'43" W FOR A DISTANCE OF 1038.00' TO A POINT;
THENCE, N 86°09'17" W FOR A DISTANCE OF 303.00' TO A POINT;
THENCE, N 03°50'43" E FOR A DISTANCE OF 50.00' TO A POINT;
THENCE, WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 628.32', A RADIUS OF 400.00', A CHORD BEARING OF N 41°09'17" W, AND A CHORD LENGTH OF 565.69', TO A POINT;
THENCE, N 86°09'17" W FOR A DISTANCE OF 556.18' TO A POINT;
THENCE, S 03°50'43" W FOR A DISTANCE OF 131.16' TO A POINT;
THENCE, S 60°36'30" W FOR A DISTANCE OF 37.08' TO A POINT;
THENCE, S 42°59'34" W FOR A DISTANCE OF 67.33' TO A POINT;
THENCE, S 73°56'01" W FOR A DISTANCE OF 83.32' TO A POINT;
THENCE, S 73°16'36" W FOR A DISTANCE OF 86.08' TO A POINT;
THENCE, S 56°06'30" W FOR A DISTANCE OF 66.13' TO A POINT;
THENCE, N 52°12'31" W FOR A DISTANCE OF 106.73' TO A POINT;
THENCE, S 61°42'23" W FOR A DISTANCE OF 90.70' TO A POINT;
THENCE, S 04°01'58" W FOR A DISTANCE OF 66.89' TO A POINT;
THENCE, S 00°00'00" W FOR A DISTANCE OF 57.60' TO A POINT;
THENCE, S 03°40'57" W FOR A DISTANCE OF 37.22' TO A POINT;
THENCE, S 55°27'06" W FOR A DISTANCE OF 69.95' TO A POINT;
THENCE, S 48°13'41" W FOR A DISTANCE OF 53.59' TO A POINT;
THENCE, S 11°35'38" W FOR A DISTANCE OF 152.69' TO A POINT;
THENCE, S 16°32'43" W FOR A DISTANCE OF 130.61' TO A POINT;

THENCE, WITH THE NORTHERN RIGHT OF WAY OF WEST LYNN DRIVE N 52°05'00" W FOR A DISTANCE OF 1922.94' TO AN IRON PIN; THENCE, WITH THE SOUTH LINE OF FREDRICK N 52°19'41" E FOR A DISTANCE OF 125.00' TO A THE POINT OF BEGINNING, HAVING AN AREA OF 4845517.3 SQUARE FEET, 111.238 ACRES+/-

"M" From RS-1 to R-4

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY MITCHELL BOOK 391, PG. 341 ON THE NORTH, GRANDVIEW ESTATES PLAT BOOK 65A ON THE EAST, ARNOLD BOOK 370, PG. 638 ON THE SOUTH, AND SWANSON DEVELOPMENTS LP BOOK 435, PG. 668, ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, BEING THE NORTHERN LINE OF LOT 13;
THENCE, WITH SAID LINE N 88°20'20" W FOR A DISTANCE OF 215.35' TO AN IRON PIN;
THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENT LP FOR THE FOLLOWING CALLS:
N 03°50'43" E FOR A DISTANCE OF 91.71' TO A POINT;
THENCE, N 86°09'17" W FOR A DISTANCE OF 324.54' TO A POINT;
THENCE, N 03°50'43" E FOR A DISTANCE OF 1038.00' TO A POINT;
THENCE, N 17°18'02" E FOR A DISTANCE OF 173.85' TO A POINT;
THENCE, WITH THE SOUTH LINE OF MITCHELL S 84°14'41" E FOR A DISTANCE OF 528.78' TO A POINT; THENCE, WITH THE WEST LINE OF GRANDVIEW ESTATES FOR THE FOLLOWING CALLS:
S 06°07'30" W FOR A DISTANCE OF 318.27' TO A POINT;
THENCE, S 05°05'20" W FOR A DISTANCE OF 152.83' TO AN IRON PIN;
THENCE, S 05°07'23" W FOR A DISTANCE OF 294.79' TO AN IRON PIN;
THENCE, S 04°37'12" W FOR A DISTANCE OF 143.04' TO AN IRON PIN;
THENCE, S 04°31'13" W FOR A DISTANCE OF 278.21' TO AN IRON PIN;
THENCE, S 04°48'27" W FOR A DISTANCE OF 86.22' TO THE POINT OF BEGINNING, HAVING AN AREA OF 677009.3 SQUARE FEET, 15.542 ACRES +/-

"N" From RS-1 to I-1

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY SWANSON DEVELOPMENTS LP BOOK 435, PG. 668, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:
N 52°39'52" E FOR A DISTANCE OF 533.28' TO A POINT;
THENCE, N 48°00'27" E FOR A DISTANCE OF 30.00' TO A POINT;
THENCE, S 41°59'33" E FOR A DISTANCE OF 364.64' TO A POINT;
THENCE, WITH A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 598.01', A RADIUS OF 1000.00', A CHORD BEARING OF S 24°51'39" E, AND A CHORD LENGTH OF 589.14', TO A POINT;
THENCE, S 07°43'44" E FOR A DISTANCE OF 445.25' TO A POINT;
THENCE, S 78°27'06" W FOR A DISTANCE OF 100.67' TO A POINT;
THENCE, S 83°34'41" W FOR A DISTANCE OF 57.45' TO A POINT;
THENCE, S 64°40'33" W FOR A DISTANCE OF 59.07' TO A POINT;
THENCE, N 85°11'11" W FOR A DISTANCE OF 45.25' TO A POINT;
THENCE, S 75°34'13" W FOR A DISTANCE OF 56.21' TO A POINT;
THENCE, S 21°19'04" W FOR A DISTANCE OF 30.07' TO A POINT;
THENCE, N 82°55'09" W FOR A DISTANCE OF 26.26' TO A POINT;
THENCE, S 63°26'06" W FOR A DISTANCE OF 24.04' TO A POINT;
THENCE, S 04°23'55" E FOR A DISTANCE OF 20.03' TO A POINT;
THENCE, S 27°45'31" E FOR A DISTANCE OF 32.98' TO A POINT;
THENCE, S 25°27'48" W FOR A DISTANCE OF 35.73' TO A POINT;
THENCE, S 51°57'36" W FOR A DISTANCE OF 51.09' TO A POINT;
THENCE, N 78°27'55" W FOR A DISTANCE OF 29.96' TO A POINT;
THENCE, N 73°25'11" W FOR A DISTANCE OF 22.60' TO A POINT;

THENCE, S 77°01'42" W FOR A DISTANCE OF 87.06' TO A POINT;
THENCE, S 84°48'20" W FOR A DISTANCE OF 21.72' TO A POINT;
THENCE, S 52°35'41" W FOR A DISTANCE OF 21.04' TO A POINT;
THENCE, S 77°40'57" W FOR A DISTANCE OF 29.57' TO A POINT;
THENCE, S 73°56'24" W FOR A DISTANCE OF 41.14' TO A POINT;
THENCE, S 29°34'40" W FOR A DISTANCE OF 25.49' TO A POINT;
THENCE, S 18°42'42" E FOR A DISTANCE OF 39.21' TO A POINT;
THENCE, S 04°03'59" E FOR A DISTANCE OF 25.38' TO A POINT;
THENCE, S 02°47'09" W FOR A DISTANCE OF 37.03' TO A POINT;
THENCE, S 62°42'30" W FOR A DISTANCE OF 41.38' TO A POINT;
THENCE, S 58°06'58" W FOR A DISTANCE OF 43.47' TO A POINT;
THENCE, S 18°50'49" W FOR A DISTANCE OF 43.01' TO A POINT;
THENCE, S 40°05'36" W FOR A DISTANCE OF 53.12' TO A POINT;
THENCE, N 23°47'07" W FOR A DISTANCE OF 47.56' TO A POINT;
THENCE, N 43°02'38" W FOR A DISTANCE OF 30.44' TO A POINT;
THENCE, N 07°35'41" W FOR A DISTANCE OF 18.13' TO A POINT;
THENCE, N 40°07'25" E FOR A DISTANCE OF 31.91' TO A POINT;
THENCE, N 02°18'42" W FOR A DISTANCE OF 52.67' TO A POINT;
THENCE, N 29°21'28" W FOR A DISTANCE OF 112.79' TO A POINT;
THENCE, N 22°56'16" W FOR A DISTANCE OF 238.97' TO A POINT;
THENCE, N 08°19'21" E FOR A DISTANCE OF 69.90' TO A POINT;
THENCE, N 37°36'09" W FOR A DISTANCE OF 42.66' TO A POINT;
THENCE, N 81°16'40" W FOR A DISTANCE OF 53.90' TO A POINT;
THENCE, N 21°22'02" W FOR A DISTANCE OF 73.80' TO A POINT;
THENCE, N 01°01'39" E FOR A DISTANCE OF 535.29' TO A POINT;
THENCE, N 27°40'08" E FOR A DISTANCE OF 141.78' TO A POINT;
THENCE, N 12°05'41" W FOR A DISTANCE OF 50.76' TO A POINT;
THENCE, N 39°49'11" W FOR A DISTANCE OF 37.44' TO THE POINT OF BEGINNING,
HAVING AN AREA OF 1136443.3 SQUARE FEET, 26.089 ACRES +/-

"O" From RS-1 to C-2

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY McMINNVILLE HIGHWAY ON THE NORTH, ENGLAND BOOK 265, PG. 838 ON THE EAST, SWANSON DEVELOPMENTS LP BOOK 435, PG. 668 ON THE SOUTH, AND FREDRICK BOOK 427, PG. 109 ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, BEING THE SOUTHEAST CORNER OF FREDRICK ; THENCE, WITH THE EAST LINE OF FREDRICK N 52°10'19" W FOR A DISTANCE OF 365.33' TO AN IRON PIN; THENCE, WITH THE SOUTHERN RIGHT OF WAY OF McMINNVILLE HIGHWAY N 52°30'36" E FOR A DISTANCE OF 2201.05' TO AN IRON PIN; THENCE, WITH THE SOUTH LINE OF ENGLAND S 84°29'09" E FOR A DISTANCE OF 331.37' TO A POINT; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:
S 41°59'33" E FOR A DISTANCE OF 132.34' TO A POINT;
THENCE, S 48°00'27" W FOR A DISTANCE OF 30.00' TO A POINT;
THENCE, S 52°39'52" W FOR A DISTANCE OF 533.28' TO A POINT;
THENCE, S 52°41'24" W FOR A DISTANCE OF 869.34' TO A POINT;
THENCE, S 52°40'42" W FOR A DISTANCE OF 928.66' TO THE POINT OF BEGINNING,
HAVING AN AREA OF 828681.0 SQUARE FEET, 19.024 ACRES +/-

"P" From RS-1 to R-1

A PARCEL OF LAND LYING IN THE 1 ST CIVIL DISTRICT OF COFFEE COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY SWANSON DEVELOPMENTS LP BOOK 435, PG. 668 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT; THENCE, ACROSS THE LANDS OF SWANSON DEVELOPMENTS LP FOR THE FOLLOWING CALLS:

N 84°41'00" W FOR A DISTANCE OF 427.83' TO A POINT;
THENCE, N 84°41'00" W FOR A DISTANCE OF 65.10' TO A POINT;
THENCE, N 35°21'37" W FOR A DISTANCE OF 76.49' TO A POINT;
THENCE, N 35°49'31" E FOR A DISTANCE OF 26.50' TO A POINT;
THENCE, N 54°31'19" E FOR A DISTANCE OF 37.79' TO A POINT;
THENCE, N 87°36'48" E FOR A DISTANCE OF 27.87' TO A POINT;
THENCE, S 70°57'43" E FOR A DISTANCE OF 45.18' TO A POINT;
THENCE, N 88°27'07" E FOR A DISTANCE OF 28.30' TO A POINT;
THENCE, S 77°51'02" E FOR A DISTANCE OF 51.99' TO A POINT;
THENCE, N 70°38'44" E FOR A DISTANCE OF 55.47' TO A POINT;
THENCE, N 63°22'41" E FOR A DISTANCE OF 25.82' TO A POINT;
THENCE, S 60°59'18" E FOR A DISTANCE OF 29.45' TO A POINT;
THENCE, S 30°39'02" E FOR A DISTANCE OF 23.86' TO A POINT;
THENCE, S 13°53'53" E FOR A DISTANCE OF 14.13' TO A POINT;
THENCE, N 83°57'20" E FOR A DISTANCE OF 51.85' TO A POINT;
THENCE, S 87°52'59" E FOR A DISTANCE OF 13.98' TO A POINT;
THENCE, S 34°13'51" E FOR A DISTANCE OF 12.83' TO A POINT;
THENCE, S 53°38'19" E FOR A DISTANCE OF 20.52' TO A POINT;
THENCE, S 69°11'19" E FOR A DISTANCE OF 24.94' TO A POINT;
THENCE, N 86°55'22" E FOR A DISTANCE OF 34.92' TO A POINT;
THENCE, N 31°31'27" E FOR A DISTANCE OF 23.86' TO A POINT;
THENCE, N 60°38'11" E FOR A DISTANCE OF 113.24' TO A POINT;
THENCE, N 57°27'24" E FOR A DISTANCE OF 117.52' TO A POINT;
THENCE, S 86°09'17" E FOR A DISTANCE OF 149.82' TO A POINT;
THENCE, S 03°50'43" W FOR A DISTANCE OF 274.19' TO A POINT;
THENCE, WITH A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 518.03', A RADIUS OF 400.00', A
CHORD BEARING OF S 40°56'48" W, AND A CHORD LENGTH OF 482.58', TO A POINT;
THENCE, N 06°41'43" E FOR A DISTANCE OF 427.63' TO A THE POINT OF BEGINNING,
HAVING AN AREA OF 200856 SQUARE FEET, 4.611 ACRES +/-

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 these properties as
described above; 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 March 18, 2024.

PASSED FIRST READING: _____ May 7 _____, 2024

PASSED SECOND AND FINAL READING: _____, 2024

Marilyn Howard, Mayor

Anthony Burrows, 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: 2/27/24

MEETING DATE: 2/15/24

CASE #: 04-2024

TIME OF MEETING: 5:30 P.M.

LOCATION: CITY HALL MEETING ROOM

- APPROVAL *Final 1/12/24*
- DISAPPROVAL *1/12/24*
- NO ACTION TAKEN

MANCHESTER PLANNING COMMISSION

Name of Property Owner: Swanson Development, LP

Address of Owner: 1188 Park Avenue, Murfreesboro, TN 37129

Home Phone: _____ Work Phone: 615-896-0000

I hereby request to the Planning Commission:

Rezoning UGB to R-1, R-2, R-3, R-4, C-2, C-3, I-1

Intended Use: Mixture of residential detached and attached single-family homes, that also includes properties zoned for commercial and industrial land uses.

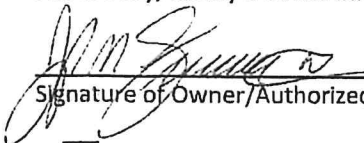
Address of Property: 2514 McMinnville Highway

Property Tax Map No: 67 Group: _____ Control Map: _____ Parcel No. A portion of 60.00 and all of 81.06

Is this property in a Flood Hazard Area per FIRM Map No. 47031C0-120C and 206C
Map Revised: August 4, 2008.

Note: This annexation and rezoning request is for the portions of the overall Old Stone Fort Crossings development that are currently within the city's UGB.

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



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

PERMIT #: 117031

DATE ISSUED: 2/26/2024

DESCRIPTION: VAR,SPEC EXC,REZONING,
ORD AMD
LOCATION: McMINNVILLE HWY/RAGS
SUBDIVISION: McMINNIVLLE
HWY./RAGSDALE RD

DEBRIS
AFFADAVIT W/C
TILE PERMIT

LOT#

OWNER NAME: SWANSON DEVELOPMENT
ADDRESS: 1188 PARK PLACE
CITY: MURFREESBORO
STATE: TN
ZIP: 37129
PHONE: 615-896-0000

CONTRACTOR: SEC. INC. % ROB MOLCHAN
ADDRESS: 850 MIDDLE TENNESSEE BLVD
CITY: MURFREESBORO
ST: TN
ZIP: 37129
PHONE: 615-956-1989
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 ANNEXATION 300 +/-ACRES TO BE ZONED R-1, R-2, R-3, R-4
C-2, C-3, I-1

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] 2/27/24
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) DATE

[Signature] 2/27/24 (BLDG INSPECTOR) DATE
(ZONING/BLDG CODE EXAMINER) DATE

February 23, 2024

Brittany Fiske
City of Manchester, TN – Health & Codes Department
200 W. Fort Street
Manchester, TN 37355

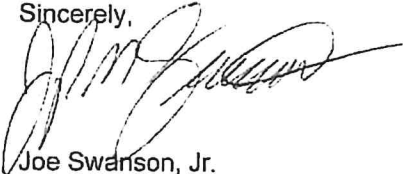
RE: Annexation Request
Property Located at 2514 McMinnville Highway
Manchester, TN 37355

Dear Brittany,

This letter is to formally request for annexation of my property into the City of Manchester, TN. My property is located at 2514 McMinnville Highway. The property is identified as a portion of Parcel 60.00 and all of Parcel 81.06 of Tax Map 67 as recorded by Coffee County Registers of Deeds. The remaining portion of Parcel 60.00 and Parcel 81.08 of my property are already within the City's Limits. This request would bring all properties that I own together within the city limits of Manchester.

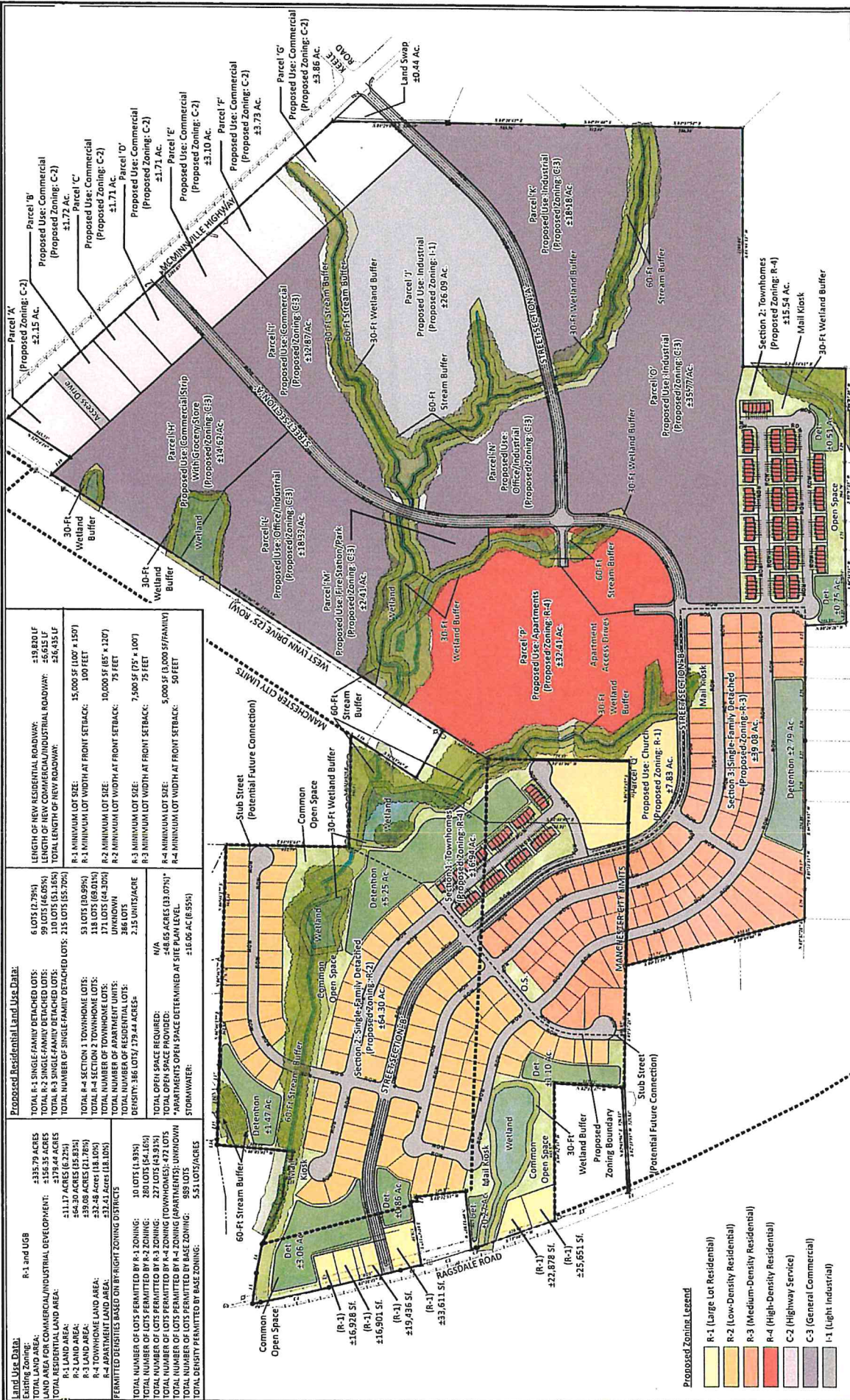
If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-896-0000. My email address is joejr@swansoncompanies.com.

Sincerely,



Joe Swanson, Jr.
Property Owner at 2514 McMinnville Highway
Swanson Developments, LP





Land Use Data:	
Existing Zoning:	R-1 and UOB
LAND AREA FOR COMMERCIAL/INDUSTRIAL DEVELOPMENT:	+35.79 ACRES
TOTAL RESIDENTIAL LAND AREA:	+156.35 ACRES
R-1 LAND AREA:	+11.17 ACRES (6.22%)
R-2 LAND AREA:	+64.30 ACRES (35.83%)
R-3 LAND AREA:	+39.08 ACRES (21.78%)
R-4 LAND AREA:	+39.80 ACRES (25.10%)
R-1 APARTMENT LAND AREA:	+33.45 ACRES (18.10%)
PERMITTED DENSITIES BASED ON BRIGHT ZONING DISTRICTS:	
TOTAL NUMBER OF LOTS PERMITTED BY R-1 ZONING:	10 LOTS (6.93%)
TOTAL NUMBER OF LOTS PERMITTED BY R-2 ZONING:	280 LOTS (54.16%)
TOTAL NUMBER OF LOTS PERMITTED BY R-3 ZONING:	227 LOTS (43.93%)
TOTAL NUMBER OF LOTS PERMITTED BY R-4 ZONING (APARTMENTS):	UNKNOWN
TOTAL NUMBER OF LOTS PERMITTED BY BASE ZONING:	593 LOTS
TOTAL DENSITY PERMITTED BY BASE ZONING:	5.51 LOTS/ACRES

Proposed Residential Land Use Data:	
TOTAL R-1 SINGLE-FAMILY DETACHED LOTS:	6 LOTS (2.78%)
TOTAL R-2 SINGLE-FAMILY DETACHED LOTS:	99 LOTS (46.05%)
TOTAL R-3 SINGLE-FAMILY DETACHED LOTS:	110 LOTS (51.16%)
TOTAL NUMBER OF SINGLE-FAMILY DETACHED LOTS:	215 LOTS (55.70%)
TOTAL R-4 SECTION 1 TOWNHOME LOTS:	51 LOTS (10.08%)
TOTAL R-4 SECTION 2 TOWNHOME LOTS:	118 LOTS (28.05%)
TOTAL R-4 SECTION 3 SINGLE-FAMILY DETACHED LOTS:	271 LOTS (64.30%)
TOTAL NUMBER OF TOWNHOME LOTS:	UNKNOWN
TOTAL NUMBER OF APARTMENT UNITS:	386 LOTS
TOTAL NUMBER OF RESIDENTIAL LOTS:	2.15 UNITS/ACRE
DENSITY:	386 LOTS / 179.44 ACRES*
TOTAL OPEN SPACE REQUIRED:	N/A
TOTAL OPEN SPACE PROVIDED:	15.00 ACRES (83.07%)
*PARCELS OPEN SPACE DETERMINED AT SITE PLAN LEVEL	
STORMWATER:	+156.06 AC (8.85%)

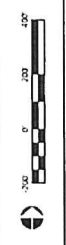
Length of New Residential Roadway:	
LENGTH OF NEW RESIDENTIAL ROADWAY:	+19,820 LF
LENGTH OF NEW COMMERCIAL/INDUSTRIAL ROADWAY:	+6,615 LF
TOTAL LENGTH OF NEW ROADWAY:	+26,435 LF

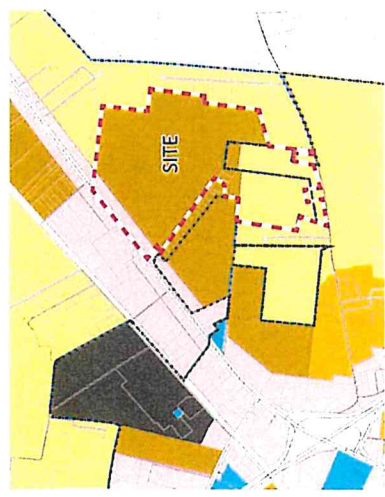
Minimum Lot Width at Front Setback:	
R-1 MINIMUM LOT WIDTH AT FRONT SETBACK:	15,000 SF (100' x 150')
R-2 MINIMUM LOT WIDTH AT FRONT SETBACK:	100 FEET
R-3 MINIMUM LOT WIDTH AT FRONT SETBACK:	10,000 SF (85' x 120')
R-4 MINIMUM LOT WIDTH AT FRONT SETBACK:	75 FEET
R-3 MINIMUM LOT WIDTH AT FRONT SETBACK:	7,500 SF (75' x 100')
R-4 MINIMUM LOT WIDTH AT FRONT SETBACK:	5,000 SF (5,000 SF/FAMILY)
R-4 MINIMUM LOT WIDTH AT FRONT SETBACK:	50 FEET

SEC, Inc. SITE ENGINEERING CONSULTANTS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: (303) 733-7200 FAX: (303) 733-7247

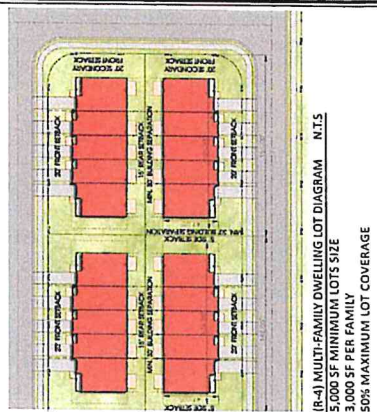
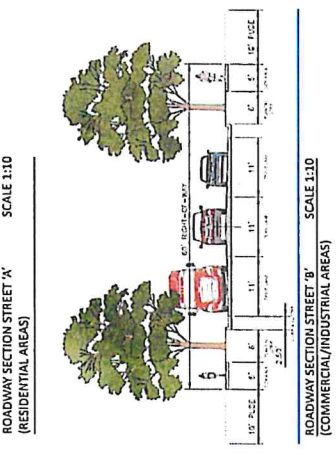
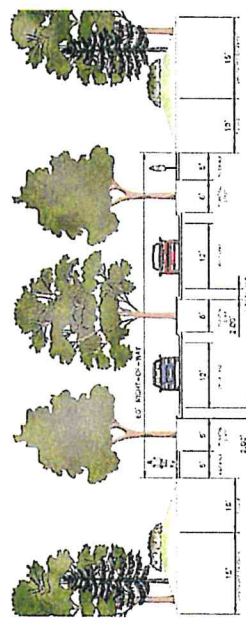


Old Stone Fort Crossings Concept Plan





- Proposed Zoning Legend:**
- R-1 (Large Lot Residential)
 - R-2 (Low-Density Residential)
 - R-3 (Medium-Density Residential)
 - R-4 (High-Density Residential)
 - C-2 (Highway Service)
 - C-3 (General Commercial)
 - I-1 (Light Industrial)



SEC, Inc. SITE ENGINEERING CONSULTANTS
INCORPORATING SURVEYING AND PLANNING
LICENSED ENGINEER
PUBLIC #0151 640-2764 #118 www.sec-consultants.com TAX #4131 403-2047

Orvanon DEVELOPMENTS, INVESTMENT CONSULTANTS

Old Stone Fort Crossings Land Use & Diagrams



ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY OWNED BY AND MIKE AND MILDRED HENLEY ON OAKDALE ST., FROM R-3 TO R-4

WHEREAS the City of Manchester has a currently enacted a Zoning Ordinance and a 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 June 17, 2024, considered the rezoning request that the property owned by Mike and Mildred Henley described below, be rezoned from R-3 to R-4, 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-4 to the following described property owned by Mike and Mildred Henley on Oakdale St.:

BEING in the City of Manchester, and being the Westerly 100 feet of Lots Numbers Seventeen (17) and Eighteen (18) in Block "A" of the Simmons subdivision according to a plat thereof recorded in Trust Deed Book 56, Page 444, Register's Office of Coffee County, Tennessee, and forming one body of land fronting 50 feet on the East side of Oakdale Street and fronting 100 feet on the North side of Cherry Street.

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-4; 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 neither a positive or negative recommendation of the Manchester Planning Commission at its meeting on June 17, 2024.

PASSED FIRST READING: _____, 2024

PASSED SECOND AND FINAL READING: _____, 2024

Marilyn Howard, Mayor



Zoning

C-3

SHORT

SHORT

R-4

R-3

R-3

CHERRY

R-2

OAKDALE

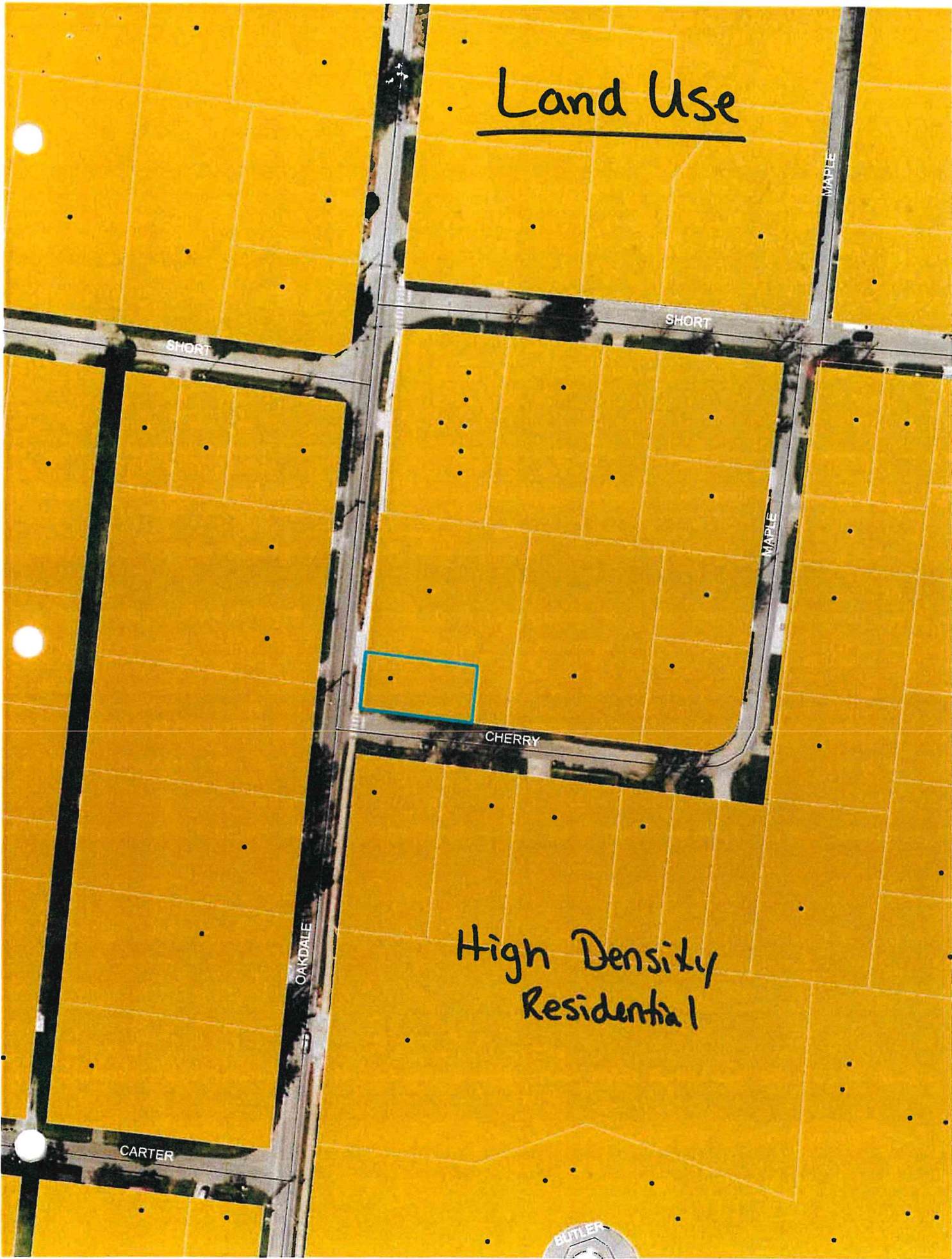
R-4



Land Use



High Density Residential



ORDINANCE NO. _____

AN ORDINANCE TO AMEND MANCHESTER MUNICIPAL CODE 8-215, HOURS OF SALE FOR BEER

WHEREAS Manchester Municipal Code 8-215 in part, establishes the hours of sale for beer in the City of Manchester and;

WHEREAS the Board of Mayor and Alderman feel it appropriate to clarify the wording in the code to establish the exact requirement and;

WHEREAS the Board of Mayor and Aldermen believes that amending the code is the most efficient way of clarifying the code.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that of Manchester Municipal Code 8-215 be amended to delete the SECOND PARAGRAPH of the current **8-215. Hours for sale:**

“Any permittee of the city having a permit for sale of beer for off premises consumption may sell beer for off premises consumption at any time where a permittee of the Tennessee Alcoholic Beverage Commission having a permit for sale for off premises consumption of alcoholic beverages may lawfully sale beer.”

be amended to add the following language:

“No permittee of the city shall sell, give away, or otherwise dispense beer for off premises consumption except between the hours of eight o'clock a.m. (8:00 a.m.) and three o'clock a.m. (3:00 a.m.) the following day on Monday through Saturday and between ten o'clock a.m. (10:00 a.m.) on Sunday and three o'clock a.m. (3:00 a.m.) on the following Monday.”

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.



DUCK RIVER UTILITY COMMISSION

Post Office Box 1237 270 Water Lane Tullahoma, Tennessee 37388
Telephone: (931) 455-6458 Fax: (931) 455-6488 www.druc.org

May 1, 2024

The Honorable Marilyn Howard, Mayor
City of Manchester
200 W. Fort Street
Manchester, TN 37355

RE: Appointment of a DRUC member

Dear Mayor Howard:


Please note that the three-year term of Mr. Michael Anderson as a member of the Commission expires June 30, 2024. Mr. Anderson represents the City of Manchester on the DRUC board per the City of Manchester's selection criteria.

Mr. Anderson has been a productive and valuable member of the Commission and an asset to the DRUC during his tenure. He is eligible for reappointment under policies established by the DRUC and the City of Manchester. He has also met the utility board member educational requirements as established by the State of Tennessee.

Please initiate action regarding this matter as soon as possible so that the DRUC will be able to continue to conduct business with a full complement of board members.

Thank you for your assistance in this matter. If you require additional information, please contact me at your convenience. Also, thank you for your steadfast support of our mission to serve the people of Manchester with high quality and plentiful drinking water at an affordable cost.

Sincerely,


Randal J. Braker, P.E.
General Manager

RJB/hdh

cc: Mr. Michael Anderson

RE: Duck River Utility Commission request for three million dollars for partial funding to renovate their water intake structure.

The Duck River Utility Commission (DRUC) has requested partial funding for up to \$3 million from the Duck River Agency (DRA) to renovate/upgrade their water intake on Normandy Reservoir. The renovation to the water intake will allow TVA to use more available water from Normandy Reservoir during an extended drought period to meet demands for aquatic biota, water supply and wastewater assimilation downstream. This will be achieved by lowering the reservoir below what DRUC is currently able to operate by approximately 10 to 12 feet. The renovation to the water intake is a little over \$10 million. DRUC has received a grant, American Rescue Funds, from the State for \$7.9 million and with funds from DRA the project can be completed with very little funds needed from DRUC.

Approval to receive funds for regional water supply infrastructure projects from the DRA trust a simple majority vote is required from the seven water systems that have contributed to DRA.

Even though this project is not identified specifically in the 2011 Duck River Comprehensive Regional Water Supply Plan it supports the overall regional need for additional water resources by a "going down" approach before "going up" with Normandy Reservoir. This is a feasible environmental and economic approach that is supported by the DRA Board.

City of Manchester

Job Description

Job Title: Distribution Manager

Department: Water & Sewer

Reports To: Director

FLSA Status: Nonexempt

Prepared By: Jeff Perry

Prepared Date: 06/18/2024

Approved By:

Approved Date:

SUMMARY:

- Operates and maintains files on public potable water distribution system in accordance with state and federal regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrate the ability to perform the necessary proactive maintenance on potable water tanks, pumps and distribution system.
- Responsible for maintaining files in order to meet State Requirements regarding the distribution system.
- Responsible for pulling samples and delivering to water plant for analysis
- Must sample and test water for chlorine residuals
- Ability to review, understand, and recommend changes in distribution system plans for new line construction, system improvements, and (but not limited to) necessary changes that would improve the overall quality of the distribution system.
- Ability to perform inspection on projects, service lines, and mainlines.
- Ability to correspond both verbally and in writing with the State, customers, potential customers, and any citizen who may inquire about the potable distribution system.
- Must inspect, repair, and perform preventative maintenance on all potable water storage tanks.
- Must keep clear and accurate files on items such as, but not limited to inspection procedures, water sampling requirements, and customer complaints.
- Perform flow and pressure test on mainlines and service lines.
- Other duties may be assigned.
- Subject to on call rotation.

SUPERVISORY RESPONSIBILITIES:

- Must lead and direct any assistant as required.
- Ensure that other Distribution Operators are performing their duties efficiently and correctly in accordance with state and federal regulations.

QUALIFICATIONS:

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required. Employees in this category must have and maintain a State Distribution II license and a backflow prevention license. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- High School Diploma or General Education Degree (G.E.D.); or one-year related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS:

- Ability to read, analyze, and interpret common scientific and technical reports. Ability to respond to regulatory agencies. Ability to convey thoughts both orally and in written form.

MATHEMATICAL SKILLS:

- Must be proficient with variables such as exponents and logarithms. Must be able to perform all calculations regarding distribution systems.

REASONING ABILITY:

- Ability to apply principles of logical and scientific thinking to a wide range of variables. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, etc.)

CERTIFICATES, LICENSES, REGISTRATIONS:

- Valid Tennessee Driver License
- State Distribution II License
- Backflow Prevention License

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is frequently required to stand, walk, climb and/or balance. The employee is required to use hands, reach with arms, stoop, kneel, crouch, crawl, talk and hear. The employee is regularly required to lift and move up to 25 lbs., frequently lift and/or move 50 lbs., and occasionally lift and/or move up to 100 lbs. Specific vision abilities required by this job includes distance and color vision.

WORK ENVIRONMENT:

- While performing the duties of this position, the employee must be able to work in all weather conditions. The employee is frequently exposed to moving mechanical parts. Occasionally, the employee is exposed to wet conditions; high, precarious places; acidic, toxic, or caustic chemicals; risk of electrical shock; noise level in the work environment can be loud.

City of Manchester

Job Description

Job Title: Aquatics Swim Instructor

Department: Parks and Recreation

Reports to: Aquatics Manager

FLSA Status: Non-Exempt

Prepared By: Colt Pittman

Prepared Date: 06/12/2024

Approved By:

Approved Date:

Summary

Instruct group and/or private swim lessons with a positive energy and a passion for teaching while following all lesson plans and guides.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Instruct group and/or private swim lessons as assigned by the Aquatics Manager.

Input data to monitor and record participant's attendance, progression, and areas of improvement.

Interact with participants as well as guardians and guests.

Follow swim lesson guidelines and plans to ensure that every instructor is teaching the same curriculum in the same way.

Set up and clean up materials used for sessions before or after the sessions to maintain the tidiness of the aquatic's areas.

Instruct up to ten participants per class. (Classes over five will have another instructor/lifeguard in the water)

Teach in the year-round program and/or summer program.

Qualifications To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Education and/or experience

At least one year of lifeguarding experience preferred, but not required.

At least one year of experience teaching in a group swim lesson environment as a lead instructor preferred, but not required.

GED or equivalent degree preferred, but not required.

Language Skills

Must have excellent communication skills to instruct and direct clearly all participants and guests. Written skills must include ability to write and read.

Reasoning Ability

Must be able to work independently and make decisions.

Certificates, Licenses, Registrations

Must take a CPR for the Professional Rescuer and AED course within the first three months of employment. Water Safety Instructor through the American Red Cross preferred, but not required.

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The ability to lift up to 50 lbs.

Prolonged and extensive standing/walking.

Flexibility and ease of movement which includes considerable reaching, bending, kneeling, and crouching.

Maintain a healthy physical condition to allow for lifeguarding functions and teaching swim lessons.

Must be able to tolerate a pool sanitized by chlorine for extended periods of time.

Work Environment The work environment characteristics described here are representative of that an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Subject to varying situations and locations.

May be exposed to infections and contagious diseases.

May be exposed to hazardous agents, body fluids, and wastes.

May be exposed to extremes in heat and cold.

Ice Skating Rink Operations

December 2 – 22, 2024

\$10 for 60 Minute Session (Cash or card accepted)

Monday – Friday: Hours open 4:00 – 8:00 PM

Session1- 4:00 - 5:00 PM

Session 2- 5:30 - 6:30 PM

Session 3: 7:00 - 8:00 PM

Saturday & Sunday: Hours of operation 2:30 – 8:00 PM

Session 1- 2:30 – 3:30 PM

Session 2- 4:00 - 5:00 PM

Session 3- 5:30 - 6:30 PM

Session 4: 7:00 - 8:00 PM

Staff:

- Scheduled Building Manger will oversee staff
- Front Desk will take payments and put on bracelets
- Skate rentals (2 persons) will issue skates out of amphitheater)
- Skate Official (2 persons) to monitor skaters on ice rink

Position	Hourly Wage (estimated)	# Staff	# hours	# days	Total
Front Desk (M-F)	\$13.00	2	4	15	\$1,560.00
Front Desk (S&S)	\$13.00	2	5.5	6	\$858.00
Skate rentals (M-F)	\$12.00	2	4	15	\$1,440.00
Skate Rentals (S&S)	\$12.00	2	5.5	6	\$792.00
Skate Official (M-F)	\$14.00	2	4	15	\$1680.00
Skate Official (S&S)	\$14.00	2	5.5	6	\$924.00
					\$7,254.00

*Estimated Revenue- max 30 skaters per session X 69 sessions= \$20,700.00