



**CITY OF MUNFORD BOARD OF
MAYOR AND ALDERMEN**

AGENDA

City of Munford Board of Mayor and Aldermen – Regular Monthly Meeting –
Monday, February 27, 2023, 7:00 p.m.
Municipal Building, 70 College Street, Munford, Tennessee

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance to the flag
- C. Establishment of Quorum
- D. Approve the minutes from the Regular Monthly Meeting – January 23, 2023
- E. Approve the minutes from the Special Called Meeting – February 2, 2023
- F. Public Forum

II. OLD BUSINESS AND MONTHLY DEPARTMENTAL REPORTS

- | | |
|--|--------------------------|
| A. Public Works | Dir. Sherry Bennard |
| B. Public Safety | Chief Randal Baskin |
| | Chief Jeremy Reeves |
| C. Parks & Recreation | Dir. Griff Fisher |
| D. Building Inspector/
Code Enforcement | Insp. Glenn Stringfellow |

III. MAYOR'S REPORT

- A. Report
- B. Proclamation/Awards

C. Appointments

D. Ordinance – Resolutions – Motions

- **ORDINANCE 2023-02-01** An Ordinance to amend the City of Munford Personnel Handbook by changed sick and vacation accrual rates for firefighters.
- **ORDINANCE 2023-02-02** An Ordinance to amend the Munford Municipal Zoning Map to rezone property at Joe Joyner Road and US Highway 51 (Tipton Property Investors II LLC Property) from r-1 (Low Density Residential) to P-B (Planned Business) District.
- **RESOLUTION: 2023-01-01** A Resolution to accept and approve mutual assistance agreement by and between the City of Munford, Tennessee and Town of Atoka, Tennessee.

E. Announcements

F. Acknowledgements

IV. NEW BUSINESS

V. FINANCIAL REPORT

- A. Checks over \$10,000
- B. Financial Report 01-31-2023

Adjourn –



CITY OF MUNFORD BOARD OF MAYOR AND ALDERMEN

MINUTES – January 23, 2023

**Regular Monthly Meeting – Monday January 23, 2023, 7:00 p.m.
Municipal Building, 70 College Street, Munford, Tennessee.**

Members present: Mayor Dwayne Cole, Alderman Jack Bomar, Steve Childress, Richard Cramer, Ray Deneka, Lonnie Glass, and Deborah Reed.

Absent:

Department Heads in Attendance:

I. CALL TO ORDER

Mayor Cole called the January 23, 2023, regular meeting of the Board of Mayor and Aldermen of the City of Munford to order at 7:00 pm. Mayor Dwayne Cole gave the invocation.

II. ESTABLISH A QUORUM

Mayor Cole noted the Board had a quorum with all aldermen and the mayor present.

III. APPROVE MINUTES

Mayor Cole presented the minutes from the Re-Scheduled Meeting of December 27, 2022, for approval. *With no corrections, minutes approved as distributed.*

IV. PUBLIC FORUM

V. OLD BUSINESS:

- Public Works – Public Works Director Sherry Bennard presented the monthly report. See attached sheet.
- Public Safety
 - a. Police: Chief Randal Baskin presented the monthly report. See attached sheet.
 - b. Fire: Chief Jeremy Reeves presented the monthly report. See attached sheet.

- Parks & Recreation – Director Griff Fisher presented the monthly report. See attached sheet.
- Building Inspector – Building/Code Inspector Glenn Stringfellow presented the monthly report. See attached sheet.
- Library – Reference report as written.
- Mayor’s Report and Comments – Mayor Cole presented his monthly report.
- Mayor Cole presented for a first reading **ORDINANCE 2023-01-01** An Ordinance to adopt Downtown Improvement Grant Program and appropriating up to \$150,000 per year for three years from Gas Utility Funds to support program. *Motion was made by Alderman Bomar to approve **ORDINANCE 2023-01-01**. Motion was seconded by Alderman Glass. Motion carried; all members present voting aye.*
- Mayor Cole presented **RESOLUTION: 2023-01-01** A Resolution approving and supporting the submission of Violent Crime Intervention Fund grant application to the Tennessee Department of Justice. *Motion was made by Alderman Cramer to approve **RESOLUTION: 2023-01-01**. Motion was seconded by Alderman Childress. Motion carried; all members present voting aye.*
- Mayor Cole presented **RESOLUTION: 2023-01-02** A Resolution to adopt the US Motto “In God We Trust”. *Motion was made by Alderman Glass to approve **RESOLUTION: 2023-01-02**. Motion was seconded by Alderman Cramer. Motion carried; all members present voting aye.*
- Mayor Cole presented **RESOLUTION: 2023-01-03** A Resolution approving and supporting the submission of the Assistance to Fire Fighters (AFG) Grant through FEMA. *Motion was made by Alderman Deneka to approve **RESOLUTION: 2023-01-03**. Motion was seconded by Alderman Childress. Motion carried; all members present voting aye.*

VIII. **NEW BUSINESS** –

- Mayor Cole announced a Special Called Meeting of the Board of Mayor and Aldermen to take place on February 2, 2023 at 5:00 pm in the City Boardroom. This meeting is primarily for second reading on Ordinance 2023-01-01.

IX. **FINANCIAL REPORT** –

- **Checks over \$10,000** – Mayor Cole presented the checks over \$10,000 for December. A *motion was made by Alderman Deneka to accept all checks over \$10,000 as presented. Alderman Reed seconded motion. Motion carried; all members present voting aye.*

- **Financial Report 12-31-2022** – Mayor Cole presented the Financial Report for the period ending December 31, 2022. *A motion to accept the report was made by Alderman Bomar. Alderman Cramer seconded motion. Motion carried; all members present voting aye.*

With no further discussion, Vice-Mayor Deneka made a motion to adjourn at 7:35 pm.

Dwayne Cole, Mayor

Sherry Yelvington, City Recorder



CITY OF MUNFORD BOARD OF MAYOR AND ALDERMEN

MINUTES – February 2, 2023

**Special Called Meeting – Thursday February 2, 2023, 5:00 p.m.
Municipal Building, 70 College Street, Munford, Tennessee.**

Members present: Mayor Dwayne Cole, Alderman Jack Bomar, Steve Childress, Richard Cramer, Ray Deneka, and Lonnie Glass.

Absent: Alderman Deborah Reed

Department Heads in Attendance: Department Heads exempt from attending this meeting.

I. CALL TO ORDER

Mayor Cole called the February 2, 2023, special called meeting of the Board of Mayor and Aldermen of the City of Munford to order at 5:00 pm.

II. ESTABLISH A QUORUM

Mayor Cole noted the Board had a quorum with five aldermen and the mayor present.

III. PUBLIC FORUM

No one present to speak.

IV. OLD BUSINESS:

- Mayor Cole presented **ORDINANCE 2023-01-01** An Ordinance to adopt Downtown Improvement Grant Program and appropriating up to \$150,000 per year for three years from Gas Utility Funds to support program. *Motion was made by Alderman Bomar to approve **ORDINANCE 2023-01-01**. Motion was seconded by Alderman Childress. Motion carried; all members present voting aye.*

VIII. NEW BUSINESS –

With no further discussion the meeting was adjourned at 5.06 pm.

Dwayne Cole, Mayor

Sherry Yelvington, City Recorder

CITY HALL MONTHLY REPORT

	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	TOTAL
ACCOUNTS													
Current Customer Accts													
Water Customers Total	3458	3462	3456	3456	3478	3482	3490	3481	3478	3493	3489	3500	41,723
Sewer Customers Total	2219	2234	2229	2226	2244	2250	2258	2248	2247	2260	2256	2265	26,936
Gas Customers Total	7425	7437	7441	7433	7455	7445	7417	7411	7428	7474	7489	7502	89,357
<i>In Atoka City Limits</i>	2564	2566	2565	2566	2567	2569	2570	2568	2568	2570	2569	2570	30,812
<i>Out of Atoka City Limits</i>	294	294	293	293	294	294	295	294	295	294	294	294	3,528
Trash Customers	1749	1749	1770	1781	1788	1793	1812	1817	1817	1822	1824	1828	21,550
Customer Adjustments													
Connects	56	68	94	72	69	75	82	73	95	73	70	52	879
Finals	61	74	83	75	78	118	81	68	67	44	52	42	843
Meter Sets	10	35	6	9	13	7	13	13	16	10	7	5	144
PAYMENTS													
Payments on line													
Utility paid on line	2689	2916	2675	2419	2425	2508	2349	2471	2633	2453	2656	2827	31,021
ACH Payments	1501	1517	1534	1586	1608	1618	1632	1643	1655	1669	1669	1705	19,337
E-Bills	1555	1540	1583	1596	1619	1636	1636	1646	1680	1708	1714	1726	19,639
Payments Received Lobby/Mail													
CC Payments	369	514	943	496	710	629	372	405	472	602	446	551	6,509
Cash Payments	540	584	612	645	636	646	671	710	678	612	599	612	7,545
Check Payments	2,680	2,376	2,322	2,376	2,172	2,143	2,172	2,092	2,268	2,240	2,412	2,322	27,575
Money Order Payments	1	0	0	0	0	0	0	0	0	0	0	0	1
Delinquent Accounts													
Delinquent Penalty	224	253	165	339	125	185	146	105	108	88	339	146	2,223
Cut Offs	178	125	106	234	125	151	70	105	108	88	0	148	1,438
Phone Calls	597	728	730	868	439	592	408	549	558	504	0	789	6,762
SERVICE													
Water / Sewer													
Water Service Orders	3	10	4	16	8	6	29	16	8	24	9	10	143
Sewer Service Orders	9	9	5	3	6	6	14	5	7	6	5	7	82
Amount Billed Water	\$89,338	\$85,479	\$89,615	\$93,538	\$106,852	\$126,239	\$108,530	\$120,353	\$154,170	\$102,104	\$99,776	\$96,624	\$1,272,619
Amount Billed Sewer	\$116,420	\$117,051	\$120,031	\$122,211	\$132,575	\$147,048	\$135,294	\$146,338	\$119,980	\$97,349	\$96,310	\$93,713	\$1,444,320
Damaged/Stuck Meters	5	18	0	4	65	2	27	2	1	26	8	3	161
Solid Waste													
Cans Delivered	9	25	22	13	8	18	23	12	8	2	6	11	157
Missed pickup	8	13	9	20	24	15	15	16	33	2	26	24	205
Damaged Cans	0	1	0	1	1	1	2	0	0	0	0	2	8
Other complaints	0	8	6	0	1	2	2	3	2	1	3	4	32
New Customers	20	26	33	25	25	22	29	17	10	4	14	12	237
Discontinued Service	3	8	3	11	7	8	4	3	7	1	4	4	63
Amount Billed	\$35,925	\$36,275	\$36,573	\$36,584	\$36,831	\$36,782	\$37,077	\$37,236	\$37,356	\$37,506	\$39,422	\$39,495	\$447,063
Gas													
Odor Complaints	5	13	0	11	4	7	7	7	11	16	5	18	104
Damaged / Stuck Meters	41	39	4	38	49	52	28	62	1	28	38	74	454
Amount Billed	\$929,219	\$579,916	\$359,529	\$67,826	\$192,474	\$121,752	\$158,782	\$174,860	\$190,228	\$510,063	\$955,006	\$684,911	\$4,924,565
Misc Service Orders													
Other complaints	9	5	2	2	4	5	5	3	2	3	2	4	46
Total Utility/Trash Billing	\$1,170,902	\$818,721	\$605,749	\$320,159	\$468,732	\$431,821	\$439,683	\$478,788	\$501,734	\$747,022	\$1,190,514	\$914,743	\$8,088,567

City of Munford
Public Works Monthly Report

												2023	PY	
												Totals	Totals	
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23		
Calls	115												115	986
Water Calls/Leaks	4												4	128
Sewer Calls/Leaks	8												8	170
Gas Calls/Leaks	11												11	146
Street/Yard/Drainage Calls	7												7	93
Water Samples	10												10	13
Cut-Offs	148												148	998
Locates	250												250	5505
Unread Meters	106												106	379
Meters Repairs	84												84	667
Sewer Taps	0												0	2
Water Sets	8												8	112
Gas Sets	12												12	81
Munford	10												10	52
Atoka	1												1	20
Brighton	1												1	9
Closed Work Orders	497												497	5344
Water Pumped (millions)	26												26	331
Treated Pumped to River	45												45	420

**City of Munford
Police Department**

													2023	2022
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Totals	Totals
CITATIONS ISSUED	387												387	2668
COURTESY CITATIONS ISSUED	176												176	993
TRAFFIC STOPS	801												801	5483
SPEEDING	178												178	1459
SEAT BELT	0												0	4
ARREST	60												60	478
ADULT - MALE	44												44	278
ADULT - FEMALE	15												15	160
JUVENILE - MALE	1												1	28
JUVENILE - FEMALE	0												0	9
WARRANT ARREST	6												6	52
DRUG ARREST	11												11	109
ALCOHOL ARREST	4												4	29
INCIDENT REPORTS	102												102	974
OFFICER INITIATED INCIDENTS	1724												1724	14438
ACCIDENT REPORTS	9												9	159
MILES PATROLLED	16200												16200	16929
CALLS FOR SERVICE	1374												1374	11548



Munford Fire Department Monthly Board Report - January 2023

Incidents	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Total 2023	Total 2022
Structure Fires - Munford	2												2	9
Structure Fires - County	3												3	17
Grass Fire - Munford	1												1	10
Grass Fires - County	0												0	10
Vehicle Fires - Munford	0												0	2
Vehicle Fires - County	0												0	3
Vehicle Accidents - Munford	4												4	61
Vehicle Accidents - County	3												3	12
EMS Calls - Munford	56												56	674
EMS Calls - County	3												3	36
Other Incidents - Munford	19												19	286
Other Incidents - County	2												2	63
Mutual Aid Calls	12												12	141
Burn Permits	0												0	31
Total Calls - Munford	81												81	1053
Total Calls - County	12												12	141
Total Calls - Department	93	0	0	0	0	0	0	0	0	0	0	0	93	1194

Department Staffing	Allocated	Filled	Vacant	On Leave
Full Time Positions	13	13	0	0
Part Time Positions	1	1	0	0
Reserves	30	5	25	0
Total Department Staffing	44	19	25	0

Vehicle Fleet Status	Days out of Service	Comments
Unit #1 (Chief)		
Unit # 2 (Captain)		
Inspector # 1 (Inspector)		
Med 8		
Engine 81	3	Annual PM
Engine 88	5	Annual PM and minor repair
Brush Truck 81		
Brush Truck 82		
Tower 81		

	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan
Payment Plan												
Current	38 / 3750	12 / 680	7 / 747	4 / 535	8 / 850	30/2547	2 / 340	47 / 4116.50	26 / 2312.50	10 / 697	8 / 615	27 / 2,732.50
Past Due												

RENTALS												
Friday Night Skate	217	229	354	198	215	135	230	289	167	209	117	
Skate Parties	27	28 / 28	28 / 29	24 / 31	16 / 28	\$ 23.00	23 / 28	23 / 28	29 / 31	26 / 28	17 / 17	28 / 28
Band Room	4	3	6	8	2	6	4	2	6	5	6	8
Community Room	4	3	2	1	3	2	1	2	3	2	3	4
Valentine Park Gazebo				6	3		1		4	0		1

SENIOR SERVICES												
Congregate Meals	293	566	526	540	540	499	477	458	450	456	424	460
Home Delivery	143	231	129	140	140	130	163	111		137	140	136

Vehicle Miles												
P&R-08 Chevy Ext. Cab	103,545	103,545	103,727	104,151	104,374	104,647	105109	105562	105709	106202	106446	106625
P&R-15 Chevy 4Door	46,484	47,279	48,854	49,690	49,839	50,403	51008	52095	52365	52961	53577	53833
CP-05 Chevy Single Cab	142,891	143,086	143,609	144,105	144,215	144,481	144688	145034	145581	145597	145641	145680
P&R-08 Chevy Ext. Cab	111,855	112,218	112,301	113,260	113,399	113,655	113958	114082	114116	114846	115164	115444
P&R-01' Expedition	173,348	173,388	173,422	173,524	174,573			175574	175577	176112	176375	

Equipment Hours												
Jacobsen Truckster	464	468	478	490	496	514.3	523	537	547	549	549	550
ToroInfield Drag	1660	1675	1722	1748	1749	1753.3	1773	1792	1797	1797	1809	1813
2014-61" Snapper	1017	1017	1017	1022	1022	1022	1022	1022	1022	1022	1022	1022
2015-72" Snapper	784	784	784	788	788	702.7	743.3	752	752	755	760	762
2015-61" Snapper-CP	868	868	868	913	917	931.5	946	960	960	960	970	970
2022-72" Xmark	1558	1558	1558	72	83	108.9	170.3	193	193	194	194	195
Bad Boy	1065	1065	1065	1068	1070	1070	1074	1075	1075	1075	1075	1075
Dixie Chopper	614	614	614	614	614	614	614	620	620			
JD4700 Tractor	3851	3851	3853	3853	3853	3853	3853	3853	3853	3853	3853	3853
2021 Snapper61"	172	187	217	240	274	295.5	308.2	310	310	313	322	323
Polaris SXS	680	687	704	726	766	812.9	850	865	865	904	1064	1064

Sports Registration												
Basketball	367							350	416	476	476	476
Cheerleading	56							38	43	49	49	49
Flag Football	164	164										
Soccer	242	242				220	220					
Baseball	394	394				356	359					

*36 kids on the waiting list for basketball.



Munford-Tipton County Memorial Library
1476 Munford Avenue
Munford, TN 38058
(901) 837-2665
www.munford.com



January 2022 Library Report

Overview:

- The library has sold **\$123.25** in books with the ongoing book sale.
- The library has collected \$73.35 in library fines, overdue fees, and lost items.
- The monthly collection for copies and faxing was **\$285.35**.
- The Library had **184** people use our computers and **59** requiring computer help. In addition we had **285** use the Wi-Fi. The library had **611** reference questions asked and answered.
- Library staff provided **14** one-on-one technology device sessions lasting more than 10 minutes.
- The Library has gained **40** new users, with **2,334** materials checked out (including books, movies, audio, R.E.A.D.S circulation, etc.). We have a total of **5,059** patrons.
- Through Interlibrary Loan **33** books were loaned out, and **47** were borrowed.
- Tennessee R.E.A.D.S. had **1,016** books checked out.
- Lindsey was used as a Notary Public 6 times.
- The Library had 12 volunteers.
- The adult book club met, there were **13** people in attendance. Author John Wells came and gave a reading to the group.
- Through in-person and passive programming we had 10 programs with 78 attendees.
 - LEGO Club met twice with 10 in attendance.
 - Story Time was held twice with 18 in attendance
 - Passive Programs included: Winter Displays for all genres and ages, Staff Recommendations, Book Spotlight, Cooking displays, BookTok, take home crafts, Never Been Checked out and Blind Date with a Book.
 - The library served as a tutoring location 8 times in January.
 - We held one virtual Story Time with 104 views.
- We continue to offer curbside services to patrons. 2 patrons were assisted curbside.
- Tennessee R.E.A.D.S. is discontinuing the Overdrive app and therefore all patrons must start using the Libby app for their e-books and audiobooks. Staff is working hard to educate patrons on the change and teaching them to use the Libby app.

Munford-Tipton County

Monthly Report

January 2023

PHYSICAL COLLECTION											LOCAL ELECTRONIC COLLECTION (Advantage, etc.)		Current Balance
Material Type		Beginning	Added	Deleted	Balance		Beginning	Added	Deleted	Balance			
Print Materials	Locally Owned	7,697	96	60	7,733	Regionally Owned	10,428	87	85	10,430	Locally Owned	E-books	0
Audio Materials		398	0	0	398		1,627	0	0	1,627		Audio Downloadable	0
Video Materials		449	2	122	329		589	0	64	525		Video Downloadable	0
Other Materials		0	0	0	0		0	0	0	0		TOTAL	0
TOTAL		8,544	98	182	8,460		12,644	87	149	12,582	TOTAL PHYSICAL COLLECTION		21,042

Electronic Circulation-READS includes Advantage & other local e collections	Physical Circulation Book & Non-Book	CIRCULATION TOTALS - Auto Fill (all formats - Physical & Electronic)			
Adult **	946	Adult	649	Adult (includes number from libguides **4.4)	1,595
Children **	70	Children	669	Children (includes number from libguides **4.5)	739
Total	1,016		1,318	Total for All Circulation	2,334

Unique Users 150

Title VI Survey Information		Library Services		In-Person Programs Offered			
White	24	Library Visits	980		Adult	Young Adult	Children
Black	1	Reference Transactions	611	Inside the Library	5	0	5
American Indian-Alaska Native	0	Computer Users	184	Outside the Library	0	0	0
Hispanic or Latino of any race	0	Wireless Sessions	285	Total	5	0	5
Native Hawaiian/Pacific Islander	0	Website Visits	0	In-Person Programs Attendance			
Asian	0				Adult	Young Adult	Children
Other	0	Hotspots/MiFi	0	Inside the Library	30	0	48
Two or more races	0	Local Database Usage	0	Outside the Library	0	0	0
Total	25	Tech Training/help	0	Total	30	0	48

Borrowers	Current Balance
Adult Borrowers >14 yrs old	3,838
Children Borrowers <14 yrs old	1,221
Total Borrowers	5,059

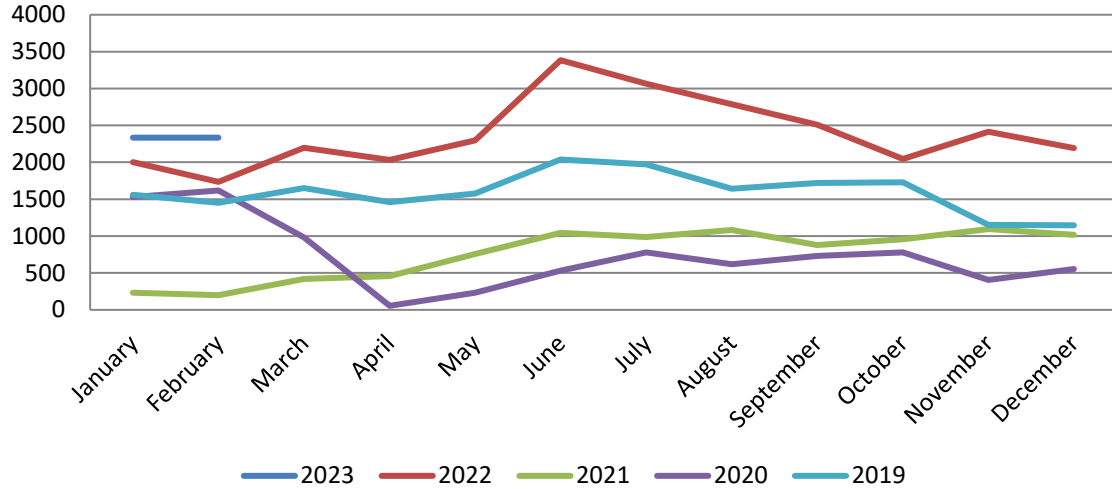
Live Virtual Programming	
Live Virtual Programs	0
Views of Live Virtual Programs	0
On-Demand Views	0

Recorded Programming	
Recorded Programs	1
Views of Recorded Programs	104

Resource Sharing	
ILL - Borrowed	47
ILL - Loaned	33

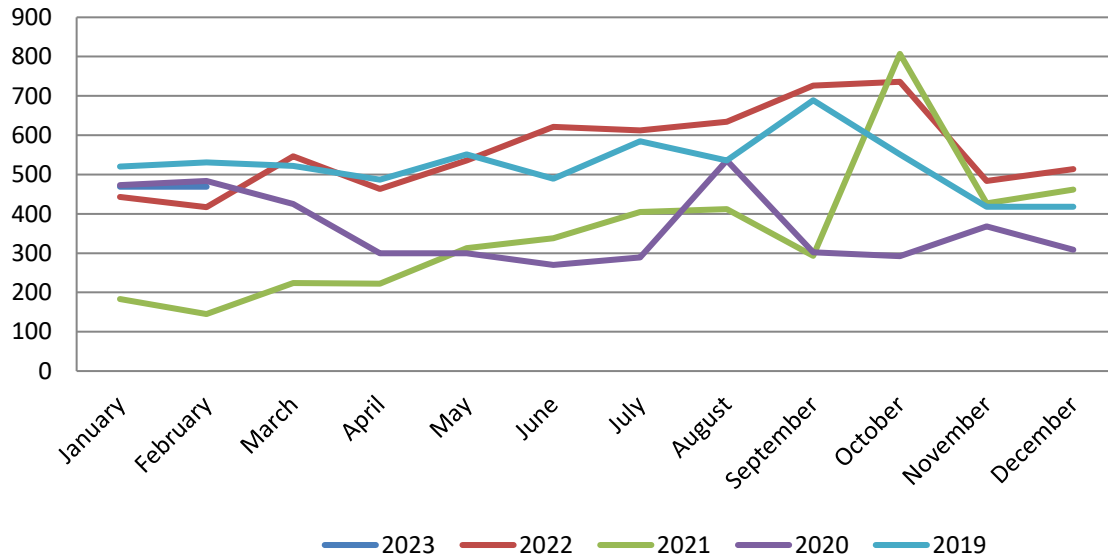
TOTAL PROGRAMS	11
TOTAL PROGRAM ATTENDANCE	182

Circulation Growth 2019-2023

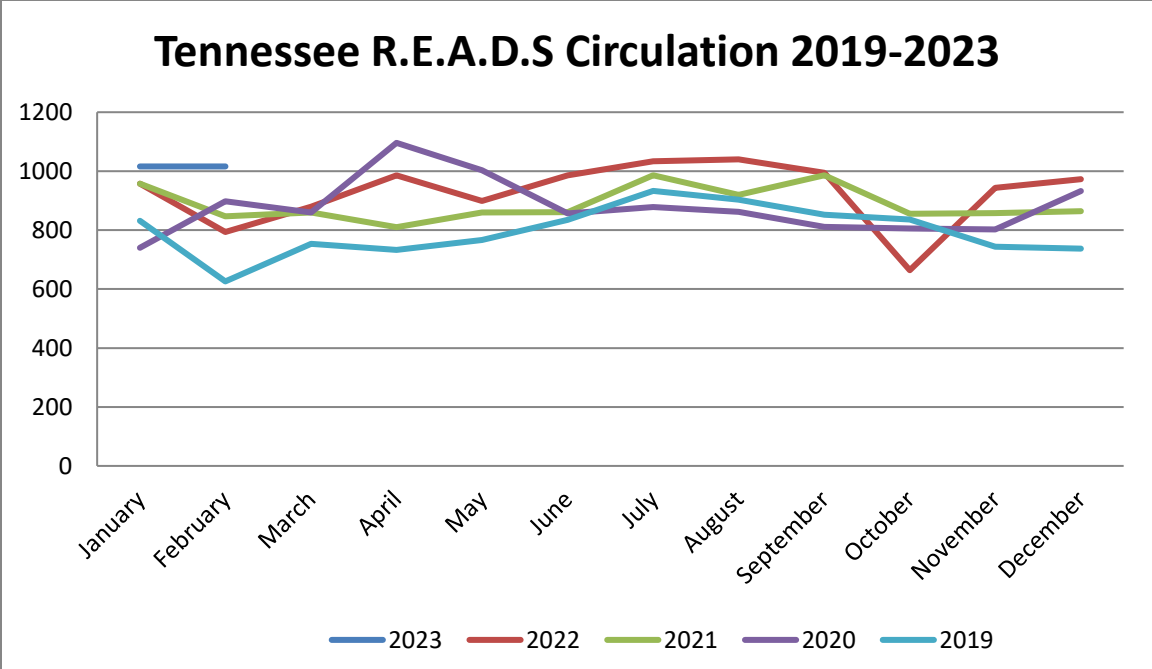


* As of 1/31/2023

Computer Usage 2019-2023



* As of 1/31/2023



*** As of 1/31/2023**

ORDINANCE 2023-02-01

**AN ORDINANCE TO AMEND THE CITY OF MUNFORD PERSONNEL HANDBOOK
BY CHANGING SICK AND VACATION ACCRUAL RATES FOR FIREFIGHTERS.**

WHEREAS, Ordinance 2014-11-01 established personnel rules and regulations for employees of the City of Munford, TN in accordance with Title 4, Section 4-203 of the Municipal Code of the City of Munford, TN. The Ordinance serves as the primary source document of personnel policies; and

WHEREAS, the Board of Mayor and Aldermen deems it necessary, for the purpose of promoting the health, safety, prosperity, morals, and general welfare of the City to amend the personnel policies; and

WHEREAS, the staff has reviewed Section V. Benefits, both Item C. Vacation Leave and Item D. Sick Leave and deems it necessary to amend vacation and sick leave accrual rates for firefighters since firefighters have a twenty-four hour work day; and,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MUNFORD, THAT:

SECTION 1. That the following vacation accrual rates for firefighters be changed to:

1-4 years of service	5.54
5-15 years of service	8.31
16 + years of service	11.08

With a maximum accrual limit of 288 hours.

SECTION 2. That the following sick accrual rates for firefighters be changed to:

12 hours of sick leave with pay for each month of work completed for the city. (5.54/hours per pay period). This is the equivalent of six (6) shifts in the fire department.

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon its passage after second and final reading, this ordinance shall take effect from and after its passage, the welfare of the city requiring it.”

Passed First Reading

Mayor

Passed Second Reading

City Recorder

ORDINANCE 2023-02-02

AN ORDINANCE TO AMEND THE MUNFORD MUNICIPAL ZONING MAP TO REZONE PROPERTY AT JOE JOYNER ROAD AND U.S. HIGHWAY 51 (TIPTON PROPERTY INVESTORS II LLC PROPERTY) FROM R-1 (LOW DENSITY RESIDENTIAL) DISTRICT TO P-B (PLANNED BUSINESS) DISTRICT

WHEREAS, Sections 13-7-201 through 13-7-210 of the *Tennessee Code Annotated* empowered the City of Munford to enact the Munford Zoning Ordinance and Official Zoning Map, and provide for its administration and enforcement; and,

WHEREAS, the Board of Mayor and Aldermen deems it necessary, for the purpose of promoting the health, safety, prosperity, morals, and general welfare of the City to amend the Official Zoning Map; and,

WHEREAS, the Munford Planning Commission has reviewed said proposed zoning amendment pursuant to Sections 13-7-203 and 13-7-204 of the *Tennessee Code Annotated*; and,

WHEREAS, the Munford Board of Mayor and Aldermen has given due public notice on said amendment and has held public hearing; and,

WHEREAS, all the requirements of Section 13-7-201 through 13-7-210 of the *Tennessee Code Annotated*, with regard to the amendment of the Munford Municipal Zoning Ordinance by the Planning Commission and subsequent action of the Munford Board of Mayor and Aldermen, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MUNFORD:

SECTION 1. That the following described property be rezoned from R-1 (Low Density Residential) District to P-B (Planned Business) District:

Parcels 1.03 and 1.04 on Tipton County Tax Map 144

Beginning at a set iron rod at the northwest corner of this described property and the southwest corner of Raymond Halloran as recorded in Record Book 1919 Page 745 in the Register's Office of Tipton County Tennessee

Thence with a south line of Halloran South 82 Degrees 58 Minutes 15 Seconds East for 136.78 feet to a found chain link fence corner and an angle point in south line of Halloran and north line of this described property.

Thence with Halloran and David Tucker and Richard Barbera recorded in Record Book 1750 Page 793 South 41 Degrees 48 Minutes 55 Seconds East for 466.96 feet to a set iron rod at the

southeast corner of David Tucker and Richard Barbera and in the north margin of US Highway 51 (Right of Way Varies).

Thence with north margin of US Highway 51 South 44 Degrees 23 Minutes 35 Seconds West for 150.31 feet to a found concrete right of way monument.

Thence North 80 Degrees 46 minutes 30 Seconds West for 131.00 feet to a set iron rod in the east margin of Joe Joyner Road (60' Right of Way).

Thence with east margin of Joe Joyner Road North 45 Degrees 05 Minutes 08 Seconds West for 194.57' to a point of curvature.

Thence along a curve to the right with a radius of 332.17 feet and an arc length of 147.40 feet, and a chord bearing of North 36 Degrees 31 minutes 18 Seconds West for 146.20' to a point of curvature.

Thence along a curve to the right with a radius of 248.82 feet and an arc length of 93.62 feet, and a chord bearing of North 1 degree 46 Minutes 56 Seconds West for 93.06 feet to a point of tangency.

Thence North 8 Degrees 17 Minutes 39 Seconds East for 104.38 feet to the Point of Beginning containing 118,793 square feet or 2.727 acres.

SECTION 2. BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon its passage after second and final reading, this ordinance shall take effect from and after its passage, the welfare of the city requiring it.”

Passed First Reading

Mayor

Passed Second Reading

City Recorder

RESOLUTION 2023-02-01

**RESOLUTION TO ACCEPT AND APPROVE MUTUAL ASSISTANCE AGREEMENT
BY AND BETWEEN THE CITY OF MUNFORD, TENNESSEE AND TOWN OF
ATOKA, TENNESSEE**

WHEREAS, the City of Munford, Tennessee and the Town of Atoka, Tennessee desire to provide each other with mutual assistance in the event of a disaster, threats to public health and safety in either municipality and mutual assistance in all other emergency situations; and

WHEREAS, a county wide agreement has yet to be formalized that would provide a comparable level of aid between the Police Departments in the respective municipalities; and

WHEREAS, under the proposal, the Munford and Atoka Police Departments would provide reciprocating aid in emergency situations, as more fully described in the proposed agreement attached to this resolution and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the City of Munford, Tennessee hereby approves and accepts the agreement by and between the City of Munford, Tennessee and the Town of Atoka, Tennessee in substantively the same form and content as the agreement has been proposed. And also authorizes and directs the Police Chief to execute on the City of Munford's behalf.

Passed and Adopted by the Board of Mayor and Alderman of the City of Munford, Tennessee on the ___ day of _____, 2023.

City Recorder

Mayor

MEMORANDUM OF UNDERSTANDING/ MUTUAL ASSISTANCE AGREEMENT

This Memorandum of Understanding / Mutual Aid Assistance Agreement (the "Agreement") is entered into and made effective this _____ day of _____, 2023, by and between the Atoka Police Department/ Town of Atoka, Tennessee, a municipal corporation of the State of Tennessee, the Police Department and the Munford Police Department / City of Munford, Tennessee, a municipal corporation of the State of Tennessee.

WITNESSETH:

WHEREAS, pursuant to Tennessee Code Annotated § 6-54-307 and other applicable laws, and as defined in this Agreement, the parties are each charged with enforcement of laws of the State of Tennessee and Town of Atoka / City of Munford ordinances (respectively) and may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and;

WHEREAS, the Town of Atoka Police Department (APD) is responsible for law enforcement in the Town of Atoka, Tennessee, and the City of Munford Police Department (MPD) is responsible for law enforcement in the City of Munford, Tennessee; and

WHEREAS, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters; and

WHEREAS, the parties desire to clarify their roles and responsibilities regarding law enforcement and jurisdiction both in and outside the defined municipal Town/ City corporate limits, and enter into this Agreement; and

WHEREAS, none of the departments party to this Agreement possesses all of the necessary resources to cope with every possible law enforcement emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these departments; and

WHEREAS, the parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur, by the interchange of law enforcement services; and

WHEREAS, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis;

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interest of the citizens of the Town of Atoka and the City of Munford, in the County of Tipton, Tennessee to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the Town of Atoka and the City of Munford, in the County of Tipton, Tennessee.

NOW, THEREFORE, in consideration of the premises recited herein and the mutual covenants contained herein, the parties agree to the following:

Article I: Definitions

Assisting Department: A law enforcement department providing law enforcement manpower, equipment, and resources to a police department from another jurisdiction that has requested assistance to confront an emergency.

Requesting Department: A law enforcement department under an emergency condition that has requested assistance from a law enforcement department participating in the regional mutual aid agreement.

Emergency: Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and is beyond the capacity of an individual department to effectively control.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during a designated emergency under terms of the agreement.

Staging Area: A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

Authorized Representative: The chief executive officer (CEO) of a participating law enforcement department, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement.

Period of Assistance: The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting department, and ending on the return of all of the assisting party's personnel and equipment to their regular place of work or assignment

Article II: Terms of the Agreement

1. The Chiefs of Police are hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request and need not be in writing, but a written notification shall be provided as soon thereafter as possible.

- a. **Mutual Assistance/Jurisdiction**

- i. As set forth hereinafter, the parties agree to timely and reasonably assist one another in the enforcement of applicable state and local laws.
 - ii. The Chiefs of Police are hereby authorized to permit officers of the Atoka Police Department (APD) and the Munford Police Department (MPD) to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Chief of Police may lend such personnel, equipment, facilities, and/or supplies to requesting agencies as they deem advisable. Provided that such actions would not unreasonably diminish its capacity to provide basic police services

2. **Reliability of Response**

- i. The agencies agree that adherence to the terms of this Agreement will permit each agency to reasonably rely on the other for assistance stated herein and should help to insure that all calls to the APD and/or MPD receive an appropriate and reliable response. The assistance should benefit both agencies in control and prevention of crimes in the dual municipal area.
 - ii. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay.

- iii. The authorized representative whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the authorized representative in command of the responding party.
- iv. When political subdivisions' personnel are sent to the requesting agency pursuant to this agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the Workers' Compensation Laws, which they have in the assisting agency shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of the authority conferred by this agreement.
- v. Tactical teams (e.g., bomb disposal, canine teams, special weapons, and tactics units), once they are authorized to undertake assignments, shall operate under the direction of their tactical commander.
- vi. Where the mutual aid agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.

3. Party Responsibility

- i. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to permit either party to reduce its staffing in such a way to unreasonably interfere with its law enforcement duties and responsibilities.
- ii. The requesting agency mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the assisting agency that may be lost, stolen, or damaged while performing their duties in responding under the terms of this agreement.
- iii. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage, or personal injury occurring in consequence of mutual aid assistance rendered under this agreement, and all such rights or claims are hereby expressly waived

4. Legal Status and Liability

- i. Pursuant to Tennessee Code Annotated § 6-54-307, when acting pursuant to this Agreement, APD and MPD officers shall have the same legal status and immunity from suit as officers of the agency the officer is assisting and shall be covered by the liability insurance policy of the agency of the officer's regular employment.
- ii. Automobile Liability Coverage: Each member locality is responsible for its own actions and is responsible for complying with the State of Tennessee motor vehicle financial responsibility laws and shall be covered by the liability insurance policy of the agency of the officer's regular employment.
- iii. Notwithstanding any provision found herein to the contrary, the parties acknowledge that APD and MPD are separate and distinct entities and that neither shall be deemed to be the agent of the other. The parties hereby agree that the acts or omissions of either party shall not be attributable to the other party.
- iv. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.
- v. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

5. Effective Date, Amendment, and Termination

- i. This agreement shall be valid only when it is executed by the Mayor/County Executives of the respective political jurisdictions pursuant to the ordinance/ resolution of each jurisdiction authorizing the Mayors/ County Executives to execute it.
- ii. This agreement may be amended at any time by written agreement executed by an authorized representative of each party.
- iii. This Agreement may be terminated, at any time, by either party upon thirty (30) days prior written notification to the other party.

6. Severability

- i. The terms of this Agreement are severable, and should any term be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term hereof.

7. Conformance with Law

- i. The parties shall at all times during the term of this Agreement strictly adhere to all applicable Federal, State, and local laws and implementing regulations relating in any way to their performance under this Agreement.

8. Notices

- i. Any notice required or permitted to be served under this Agreement shall be in writing and shall be personally served or sent by U.S. certified mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished, in writing to the other party. Such notice shall be deemed to have been given when deposited in the mail with the United States Postal Service.

Atoka Police Department:

Chief Anthony W. Rudolph
68 Atoka McLaughlin Extended
Atoka, Tennessee 38004-4826

Munford Police Department:

Chief Randall Baskin
63 College Street
Munford, Tennessee 38058

9. Paragraph Captions

- i. The captions of the paragraphs are set forth only for the convenience and preference of the parties and are not intended to in any way define, limit, or describe the scope of this Agreement.

10. Entire Agreement

- i. This Agreement represents the entire agreement between the parties.

11. Binding Effect

- i. This Agreement shall insure to the benefit of, and be, binding upon, the parties and their legal representatives, successors, and assigns, provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement without the written permission of the other party, such permission not to be unreasonably withheld.

12. Counterparts

- i. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

13. Governing Laws

- i. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

The undersigned enter into this agreement pursuant to Tennessee Code Annotated § 6-54-307

SO AGREED,

TENNESSEE
COUNTY OF TIPTON

This the _____ day of _____ 2023.

_____ (Mayor of Atoka, TN)

I, _____, a Notary Public of said county and state,
do hereby certify that _____ personally
appeared before me this day and acknowledge the due execution of the foregoing
MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the _____ day of _____ 2023.

My Commission Expires: _____

Notary Public

SO AGREED,

TENNESSEE
COUNTY OF TIPTON

This the _____ day of _____ 2023.

_____ (Mayor of Munford, TN)

I, _____, a Notary Public of said county and state,
do hereby certify that _____ personally
appeared before me this day and acknowledge the due execution of the foregoing
MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the _____ day of _____ 2023.

My Commission Expires: _____

Notary Public



CHECKS OVER \$10,000

January 2023

<u>PAYABLE TO</u>	<u>CHECK #</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
A2H Engineers	21160	\$ 11,910.73	Sidewalk Turnlane Project
	21257	<u>42,310.00</u>	
	Total A2H Engineers	\$ 54,220.73	
Barnes & Brower, Inc	21163	\$ 26,431.15	Sutherland Concrete #5
Cigna Healthcare	21241	\$ 71,453.00	Insurance (71038.17) and HRA (414.83)
Coats of Color Construction	21169	\$ 16,440.00	Draw #1 Paint at Sutherland and Water Plant
Consolidated Pipe & Supply	21172	\$ 10,746.00	Gas Meters
Dozertrax USA	21271	\$ 29,646.00	Draw 8 Sutherland Site and Drainage
Equipment Controls Company	21272	\$ 74,620.36	Gas Meters
Hi-Speed Industrial	21278	\$ 17,186.76	Repair Effluent pump at Lagoon
Portland Utilities Construction	21211	\$ 67,439.00	Sewer Repair
Sensus	21299	\$ 39,443.27	Annual Fee
Southwest TN Electric	21222	\$ 27,410.41	Electrical Service (November-December)
	21301	<u>7,898.16</u>	Electrical Service (November-December)
	Total Southwest Elect	\$ 35,308.57	
TN Energy Acquisition Corp	21230	\$570,598.65	Natural Gas Purchase/Transport
Vermeer Midsouth, Inc.	21240	\$ 21,845.86	Mix power pack for boring machine
Waste Pro	21243	\$ 23,851.77	Solid Waste
Wex Bank Valero	21246	\$ 11,057.01	Fuel
Wilson County Motors	21318	\$ 77,027.60	2- Public Works Trucks
	Total	\$ 1,147,315.73	

Upcoming Meeting Dates and Events

March 2023

Mar 2 (Thursday)

4:00 General Welfare/Public Works Committees/Mayor's Cabinet

Mar 14 (Tuesday)

6:30 Planning Commission

Mar 16 (Thursday)

2:30 Birthday Coffee

4:00 Parks and Rec/Public Safety Committees/Mayor's Cabinet

Mar 27 (Monday)

7:00 BOMA Meeting

Mar 30 (Thursday)

6:30 Mayor's Appreciation Dinner @ Balcony

Please take note: Budget meetings will be held all throughout April

April 6 Department Head presentation of Budget Request

April 11 (possible) Board Budget Session

April 20 Board Budget Session

May 4 Board Budget Session, if needed

May 11 Board Budget Session, if needed



City of Munford, Tennessee
 1397 Munford Avenue
 Munford, TN 38058
 City Hall (901) 837-0171
www.munford.com
 Dwayne Cole, Mayor

UNAPPROVED

Munford Municipal-Regional Planning Commission
February 14, 2023

The regular monthly meeting of the Munford Municipal-Regional Planning Commission met on Tuesday, February 14, 2023, at 6:30 p.m. with the following:

PRESENT: Chairman Roy Meadors, Vice-Chairman David Keeton, John Moren, Aldermen Steve Childress, Terry Waits, Mayor Dwayne Cole and Vernon Pairemore.

ABSENT- None

ALSO, PRESENT- Michael Scarbrough, Planner Will Radford, Building Inspector/Code Enforcement Officer Glenn Stringfellow and Recording Secretary Barbara Younger.

The meeting was called to order at 6:37 p.m. by Chairman Roy Meadors. There was a quorum present.

I. APPROVAL OF MINUTES – December 13, 2022

There was a motion by John Moren, seconded by Steve Childress to approve the minutes from December 13, 2022, as presented. Motion carried all present voting aye

II. OLD BUSINESS – None

III. NEW BUSINESS

A. Michael Scarbrough Rezoning Request

Background

A rezoning request has been submitted on behalf of Tipton Property Investors II LLC. The property is located on U.S. Highway 51 near its intersection with Joe Joyner Road. The property can be further identified as Parcel 1.04 on Tipton County Tax Map 140. The rezoning request is to rezone the parcel from R-1 (Low Density Residential) District to PB (Planned Business) District. The property does not appear to be located in a federally identified flood hazard area.

Analysis

Commercial areas benefit from access to arterial streets. U.S. Highway 51 is an arterial street and Joe Joyner Road is a Collector Street on the Munford Major Road Plan.

The Munford Future Land Use Map designated the area as commercial.

The utilities in place should be adequate to support commercial development.

The property has adjacent PB District Zoning.

Recommendation

Staff recommends in favor of the rezoning request.

There was a motion by David Keeton, seconded by Terry Waits to send a Positive recommendation to the Board of Mayor and Aldermen for approval of the Michael Scarbrough Rezoning Request as presented. Motion carried, all present voting aye.

B. U.S. 51 at Joe Joyner Minor Subdivision Plat

Background

A minor subdivision plat has been submitted on behalf of Tipton Property Investors ILLC to combine two lots into one 2.72 acre tract. The properties are located on U.S. Highway 51 near its intersection with Joe Joyner Road. The properties can be further identified as Parcels 1.03 and 1.04 on Tipton County Tax Map 140. The properties are zoned PB (Planned Business) and R-1 (Low Density Residential) District. The properties do not appear to be located in a federally identified flood hazard area.

Analysis

The new lot meets the lot area and setback requirements for the PB District

The Plat has the necessary certificated for approval/

Recommendation

Staff recommends approval of the plat.

There was a motion by Vernon Pairemore, seconded by Steve Childress to approve the U.S. Highway 51 Minor Subdivision Plat as presented. Motion carried, all present voting aye.

IV. REPORTS

Mayor Comments:

- Intersection Improvement and Sidewalk project is in the final stages.
- City will begin paving in April.
- Village of Green Meadows has sold all of their remaining lots to Wayne Boulder.
- Village of Green Meadows will have an open house on March 16 for the 55+ Housing.
- The lagoon expansion project is in the final application process.
- Valentine Park playground is under construction and installing new equipment.

- Munford Development Committee is working with the Board of Mayor and Aldermen on the downtown improvements.

Building Inspector – Permitting and Enforcement Report

There was a motion by John Moren, seconded by Terry Waits to accept the Building Inspector-Permitting and Enforcement Report as presented. Motion carried, all present voting aye.

There being no further business, the meeting was adjourned at 6:55 pm.

Chairman Roy Meadors

Appointed Secretary

Barbara Younger,
Recording Secretary