

January 13, 2015

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|-------------------------------|---|
| Mayor Jane W. Dawkins         | P |
| Commissioner Paul Don King    | P |
| Commissioner Ronnie Lancaster | P |
| Commissioner Jeff Powers      | P |
| Commissioner Jimmy Wigfall    | P |

The Board of Mayor and City Commissioners met in a Regular City Meeting on Tuesday, January 13, 2015.

A **Motion** was made by Commissioner Wigfall, seconded by Commissioner Powers, to approve the minutes of the December 9, 2014 meeting. Five voted aye.

A **Motion** was made by Commissioner Powers, seconded by Commissioner Wigfall, to approve the minutes of the December 30, 2014 meeting. Five voted aye.

A **Motion** was made by Mayor Dawkins, seconded by Commissioner Lancaster, to appoint Josh Winters to the SPEH Board. He will be replacing Tommy Durham. Five voted aye.

A **Motion** was made by Mayor Dawkins, seconded by Commissioner Powers, to appoint Rob Barnett to the SPEH Board. He will be replacing Doug Fitzgerald. Five voted aye.

A **Motion** was made by Commissioner Lancaster, seconded by Commissioner Wigfall, to amend **Resolution #951** (A Resolution to Amend the Personnel Policy of the City of South Pittsburg, TN, to Revise the Policy Guidelines on Take-Home Vehicles). Five voted aye.

A **Motion** was made by Commissioner Wigfall, seconded by Commissioner King, to approve the amended one year Kimball Park Agreement. Five voted aye.

A **Motion** to adjourn the meeting was made by Commissioner Wigfall, seconded by Commissioner Powers. Five voted aye.

Respectfully submitted,

Mayor Jane W. Dawkins  
Diane Beavers, City Recorder

**CITY OF SOUTH PITTSBURG, TENNESSEE  
RESOLUTION # 951**

**A RESOLUTION TO AMEND THE PERSONNEL POLICY OF THE CITY  
OF SOUTH PITTSBURG, TENNESSEE, TO REVISE THE POLICY  
GUIDELINES ON TAKE-HOME VEHICLES.**

**WHEREAS**, based on previous recommendations from the Tennessee Municipal League Risk Management Pool, the City of South Pittsburg, Tennessee acted to implement a policy on take-home vehicles by Resolution No. 931 dated November 12, 2013; and

**WHEREAS**, the Board of Mayor and Commissioners of the City now desires to amend the personnel policy for the City of South Pittsburg, Tennessee to modify and amend the policy guidelines on take-home vehicles.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of Mayor and Commissioners of the City of South Pittsburg, Tennessee, that the take-home vehicle policy previously adopted on November 12, 2013 by Resolution No. 931, be deleted in its entirety, and that the following take-home vehicle policy be substituted in lieu thereof, as an addition to Section 4-228. Miscellaneous Policies. (6) Use of City Vehicles and Equipment of the personnel policy of the City of South Pittsburg, Tennessee:

(a) Take-home vehicles. The following personnel shall be allowed the use of take-home vehicles due to their being on call during non-scheduled hours, provided they live in the State of Tennessee and within fifteen (15) miles of the city limits: Police Chief, Police Officers, Highways and Street Director, Parks and Recreation Director, and City Administrator.

**SPECIAL NOTE FOR POLICE OFFICERS:** Police Officers shall radio the Dispatcher when they get in their car and give the beginning and ending mileage and advise the Dispatcher that they are at work, in route to court, etc. The Dispatcher will log the mileage accordingly.

Personnel with take-home vehicles shall not presume any special privileges with a city vehicle during off hours. Vehicles are for official use only. No employee shall use a city vehicle for personal business. Use of such vehicle shall be limited to travel to and from work, to and from official proceedings where attendance is required, to and from locations authorized for approved maintenance, and to and from emergency situations.

Non-employees may accompany one of the above-listed employees as passengers when the vehicle is operated during off hours with prior approval of the City Administrator. Passengers will be covered by the insurance of the City, but the safety of the passengers rests solely with the employee operating the vehicle.

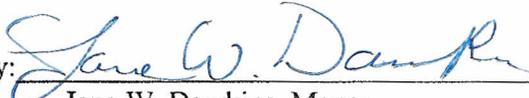
Employees using a take-home vehicle shall exercise good judgment in utilizing the vehicle and shall not drive or use the vehicle in a way that will cause unfavorable comment or reflect discredit on the City of South Pittsburg. Employees shall be responsible for seeing that their assigned vehicle is properly taken care of. Employees shall be responsible for seeing that maintenance is taken care of and that a proper vehicle maintenance log is maintained and a copy submitted to the City Administrator at the end of each month.

Any abuse of take-home vehicle privileges will result in loss of the privileges and/or disciplinary action.

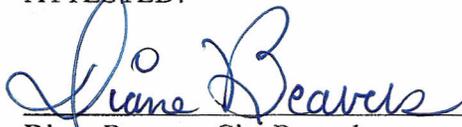
**BE IT FURTHER RESOLVED** by the Mayor and Commissioners that this Resolution shall take effect immediately from and after its passage as required by law, the public welfare requiring it.

**ADOPTED** this 13<sup>th</sup> day of January, 2015.

THE CITY OF SOUTH PITTSBURG, TENNESSEE

By:   
Jane W. Dawkins, Mayor

ATTESTED:

  
Diane Beavers, City Recorder

DATE PASSED: January 13, 2015

## AGREEMENT

This Agreement, made and entered into on this 13<sup>th</sup> day of January, 2015, by and between **THE TOWN OF KIMBALL, TENNESSEE**, hereinafter referred to as "Kimball", and **THE CITY OF SOUTH PITTSBURG, TENNESSEE**, hereinafter referred to as "South Pittsburg", both being municipal corporations existing in and under the laws of the State of Tennessee.

**WHEREAS**, Kimball owns a municipal recreational park that includes, among other amenities, four (4) ballfields suitable for baseball and softball; and

**WHEREAS**, South Pittsburg has limited availability of such recreational facilities within its municipal limits, and it has been suggested that Kimball and South Pittsburg work together in a cooperative effort to share the use of Kimball's baseball/softball fields and related amenities; and

**WHEREAS**, the parties desire to enter into this Agreement for the purpose of clearly stating the rights, responsibilities, and obligations of each party with respect to such usage; and

**WHEREAS**, it is deemed to be in the public interest for the parties hereto to enter into this Agreement to accomplish the purposes set out above.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties acknowledge and agree that they shall share the usage of Kimball's four (4) baseball/softball fields complex and related concession, restroom, scoreboard, and parking facilities on the following terms and conditions:

1. Kimball shall mow the grass on the fields and provide the chalk necessary for lining and marking the fields.
2. For all regular-season games, Kimball shall provide maintenance and empty as necessary all trash cans located at the park facility; however, for tournament games, the tournament host shall pay a \$200 fee to Kimball to for such maintenance and upkeep, and the tournament director shall be responsible for emptying the trash cans periodically to prevent overflow. .
3. Kimball shall provide access to and maintenance of the restroom facilities at the park.
4. Kimball shall provide concessions for all events at the complex; however, South Pittsburg shall provide a schedule of all games, practices, and tournaments where concession services are desired for use by the concession operator, and South Pittsburg shall coordinate such scheduling with the

- concessions operator in advance of such activities. South Pittsburg shall notify the concessions operator at least three (3) hours prior to the first scheduled games, or otherwise as soon as possible, of any cancellations of scheduled games, whether such cancellations are weather-related or otherwise, in an effort to make all parties aware of schedule changes to minimize inconvenience to all concerned parties.
5. Kimball shall have the absolute right to control or limit the use of fields due to weather-related conditions.
  6. South Pittsburg shall maintain the infields of all four (4) fields in the complex, and it shall also be responsible for marking or lining the fields as necessary.
  7. South Pittsburg shall be solely and separately responsible for arranging for and compensating all of its umpires necessary for the conduct of its games. Such compensation shall not be handled through Kimball's concessions operator, nor through any employees, agents or other contractors of Kimball.
  8. Any and all gate or entrance fees collected shall belong to South Pittsburg so long as such fees are generated from a South Pittsburg-sponsored or affiliated game or tournament. Otherwise, such fees shall belong to Kimball. South Pittsburg shall insure that it has adequate change available at the gate for its functions, and Kimball's concessions operator, employees, and/or agents shall not be involved in making change for such collection activities.
  9. South Pittsburg shall be responsible for the operation and control of the lighting at the fields complex. South Pittsburg shall have a league representative at least eighteen (18) years of age on hand at all times to be responsible for the field lighting. The lights must be turned off when games or practices are not taking place on the fields.
  10. Use of the fields shall be limited to baseball or softball games or practices.
  11. South Pittsburg shall be responsible for controlling the schedule of all of its games and practices.
  12. South Pittsburg shall be responsible for the operation of the scoreboards during its use of the complex. South Pittsburg shall have a league representative at least eighteen (18) years of age on hand at all times to be responsible for the control and distribution of the scoreboard control boxes, and said boxes shall not be entrusted to or operated by anyone less than sixteen (16) years of age. South Pittsburg shall see that its league

representatives handle the scoreboard control boxes with care, and South Pittsburg's league shall be responsible for damage to such boxes from abuse or neglect by its representatives or operators.

13. South Pittsburg shall provide proof of insurance coverage of its events held at the complex, in a form satisfactory to Kimball. Such proof shall be provided prior to the first practice or other use of Kimball's facilities by South Pittsburg.
14. No coolers or ice chests other than team coolers shall be allowed at the complex unless same are medically necessary.
15. No regular-season games, tournament games or any practices shall be scheduled or held before noon on Sundays.
16. The Park Rules of the Town of Kimball, a copy of which is attached hereto as Exhibit "A", shall be observed at all times, and all zero-tolerance policies set forth therein are hereby incorporated herein by reference.
17. The concessions stand is contracted through an independent contractor of the Town of Kimball. No unauthorized persons shall be allowed in the concessions stand at any time unless invited or authorized by the concessions stand contractor.
18. Kimball shall provide a first-aid kit for placement in the concessions stand and shall re-stock the kit as necessary. Ice necessary for first-aid use shall also be available at the concessions stand.
19. South Pittsburg shall have a league representative or designee on site at all times while South Pittsburg games, practices or tournaments are ongoing to address any issues related to South Pittsburg's use of the facilities and to oversee the lighting and scoreboard boxes as set out above.
20. Kimball shall provide routine police patrols of the complex in its ordinary course of business; however, Kimball shall have the right to request police assistance from South Pittsburg during tournament events hosted or sponsored by South Pittsburg, and South Pittsburg shall reasonably comply with such requests for assistance.
21. South Pittsburg shall require that all persons serving as coaches or volunteers with its league who will be participating in activities at the Kimball complex shall submit to and undergo a criminal background check prior to such participation, and that the results of such checks be provided to Kimball's

officials upon request for same. South Pittsburg shall also require that such coaches and volunteers sign any and all consent, release or authorization forms related thereto and necessary to allow disclosure of same to Kimball's officials. Any costs associated with same shall be paid by South Pittsburg or its baseball/softball leagues.

- 22. The term of this Agreement shall be for a period of one (1) year from the date set forth in the first paragraph above.
- 23. Either party hereto may terminate this Agreement by providing at least forty-five (45) days advance written notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year written above.

THE TOWN OF KIMBALL, TENNESSEE

By: *Rex Pesnell*  
Rex Pesnell, Mayor

Approved by the Board of Mayor and Aldermen of the Town of Kimball on the 8th day of January, 2015.

THE CITY OF SOUTH PITTSBURG, TENNESSEE

By: *Jane W. Dawkins*  
Jane W. Dawkins, Mayor

Approved by the Board of Mayor and Commissioners of the City of South Pittsburg on the 13<sup>th</sup> day of January, 2015.