

January 5, 2026

6:00 p.m.

Ripley Board of Mayor and Aldermen

Ripley City Courtroom

Mayor Fitzhugh called the meeting to order and requested Recorder Buckner to issue roll call.

Board members present: Alston, Chipman, Frazier, Keeley, Long, Thompson and Fitzhugh

Board members absent: none

Also present: Donna Buckner, Attorney Rachel Jackson, Sergeant Herbert Gwynn, Police Chief Mitchell Turner, Fire Chief Tracey Worlds and Superintendent Mike Allmand

Visitors: Linda Love, Ron Goforth, Larry Trosper, Teresa Trosper, Jay Heath, Cinda Tillman, Marcus Keeley, Randy Danley, Pastor Rev. Terry Barlow, Sr. and Robert Henning

Invocation: Chief Mitchell Turner

Pledge of Allegiance

1. Motion by Alderman Chipman and second by Alderman Alston to approve December 1, 2025 Power Board minutes as printed and delivered in agenda package. All aye.
2. Motion by Alderman Frazier and second by Alderman Thompson to approve December 1, 2025 Board of Mayor and Aldermen minutes as printed and delivered in agenda package. All aye.
3. Motion by Alderman Frazier and second by Alderman Keeley to approve December 10, 2025 workshop minutes as printed and delivered in agenda package. All aye.
4. Motion by Alderman Chipman and second by Alderman Long to approve December 2025 financial statement as printed and delivered in agenda package. All aye.

Correspondence: Linda Love

Mayor's comments: Passing of Doris Stocklin.

Public comments: none

5. Motion by Alderman Keeley and second by Alderman Thompson to approve December 2025 department reports. All aye.
6. Motion by Alderman Alston and Alderman Thompson to accept Ripley Power and Light engagement letter, as provided by Mr. Allmand, for outside counsel Attorney Mark W. Smith, Miller and Martin, PLLC law firm.

Mr. Allmand asked the board to consider the 5:30-6:00 meeting time to allow him the opportunity to attend other town board meetings that he needs to attend, as well as, keep separate minutes.

Mayor Fitzhugh stated that Ripley Power and Light is a department of the city and Mr. Allmand is the superintendent of that department and needs to be available for the city meeting at 6:00.

Attorney Jackson asked the board to note the conflict provision in the contract where Mr. Smith indicates there may be times during the existence of the contract where he represents an entity that also contracts with the city and he may be representing them both in a certain capacity and he is asking the city to make a knowing waiver of any conflict that might exist in his representing both entities. Typically, an attorney can't represent parties on multiple sides of any issue. But it's not unusual in local government issues that this happens. But for it to be valid the board has to know it is waiving that conflict as part of the vote.

Roll call to motion. All aye.

7. Motion by Alderman Thompson and second by Alderman Alston to approve Ripley Power and Light cyber security policy. All aye.

8. Motion by Alderman Chipman and second by Alderman Keeley to approve Ripley Power and Light purchase of CAT Mini X from Thompson Machinery-Sourcewell. Roll call. All aye.

Mr. Allmand requested to postpone exclusive use agreement resolution (which includes a usage fee) authorizing exclusive use of city property by Ripley Power and Light and allow him to bring a draft agreement to next board meeting for consideration that would satisfy all parties. He states the board never voted to approve a resolution.

Ms. Buckner read vote taken at November 3rd Power Board meeting to approve exclusive use perpetual agreement for 4.45 acres city owned property at \$12,500 per acre to Ripley Power and Light for the extension of Ripley Power and Light substation located on Highland Extended.

Attorney Jackson stated the resolution is the legal vehicle in which you can accomplish this agreement. You cannot enter into a written agreement with Ripley Power and Light because Ripley Power and Light is not a separate entity with which this board can contract. If you want consummate the agreement, the resolution is the only legal vehicle in which you can do that. She consulted with MTAS legal counsel about the ability of Ripley Power and Light to either own property, in its own name under current law, or to have an agreement. Ms. Ashburn opined that Ripley Power and Light is merely a department of Ripley and has no legal right to purchase and possess property. Ripley Power and Light is a city department and is not a legal entity separate and apart from the City of Ripley. Real property may be purchased for the utility using utility revenue but the property cannot be purchased by or held in the name Ripley Power and Light as it lacks legal existence from the City of Ripley. She cites Tennessee case law regarding the Town of Lowden.

Alderwoman Alston stated she was unaware of a resolution. The board voted on a perpetual agreement for 4.45 city owned for \$12,500 per acre.

Mayor Fitzhugh stated Ripley Power and Light needed this land and the city conveyed it. In the past it has been very confusing because different lawyers throughout the years have given or sold property to Ripley Power and Light, a division of the City of Ripley, one said a wholly owned subsidiary of the City of Ripley, one said a wholly owned utility of the Board of Mayor and Aldermen and several others.

Attorney Jackson stated in all fairness she drafted one of those but in 30 years case law has evolved and we know what current case law tells us we can and cannot do.

Mayor Fitzhugh stated we have our own case law. We have a case from the federal court that says you can't sue yourself. Just the same way you can't deed property to yourself. No one is trying to do anything illegal. We are trying to make sure everything we do is legal for the future.

Mr. Allmand stated they do not have to have a deed. The city doesn't give the land to them. The city can stay in possession and ownership of the land. All they are saying is that it needs to be a written agreement. Nothing says it has to be a resolution.

Mayor Fitzhugh stated the city cannot do an agreement. A resolution is the only way.

Mr. Allmand stated it's an agreement to use the land.

Mayor Fitzhugh stated it's done by resolution of the governing body.

Mr. Allmand stated that neither motion was for a resolution. The resolution was done after the fact. Not voted on or presented and includes usage fees. He specifically said they didn't want a usage fee. The way to do that is an agreement. He is asking this board to give him one month, let him ask his new attorney, who is an expert.

Mayor Fitzhugh stated no, we are not going to get into a situation where we go back and forth with lawyers.

Mr. Allmand stated the resolution is not legal.

Attorney Jackson stated the resolution is perfectly legal. Contracting with yourself is not. Deeding property to a none legal entity is not.

9. Motion by Alderman Frazier and second by Alderman Chipman to approve grant contract between the State of Tennessee Department of Environment and Conservation and the City of Ripley in the amount of \$98,500 for the assessment of brownfield site property owned by Ripley Power and Light located at 164 Viar Road. Roll call. All aye.
10. Motion by Alderman Frazier and second by Alderman Thompson to approve Retail Package Store Certificate of Compliance for Alpesh Mafatlal to be located at 1293 Hwy. 51 N. All aye.
11. Motion by Alderman Frazier and second by Alderman Keeley to approve 2nd reading proposed ordinance of the City of Ripley, Tennessee amending wards for the election of aldermen in the

City of Ripley, Tennessee. All aye.

12. Motion by Alderman Frazier and second by Alderman Keeley to approve mayor's recommendation of Lee Johnston as the new Ripley Parks and Recreation Director position. All aye.
13. Motion by Alderman Alston and second by Alderman Thompson to accept IDB conveyance of 3.403 acres located at Walker East Industrial Park. Roll call. All aye.
14. Motion Alderman Chipman and second by Alderman Keeley to approve deed of dedication for Walker East Drive (paved area). All aye.
15. Motion by Alderman Alston and second by Alderman Thompson to approve purchase and sale agreement between City of Ripley, Tennessee and Project Bion for property located at Walker East Industrial Park. Roll call. All aye.
16. Motion by Alderman Frazier and second by Alderman Long to approve Access Easement Agreement between Board of Mayor and Aldermen of the City of Ripley, Tennessee and Project Bion Entity for property located at Walker East Industrial Park. All aye.
17. Motion by Alderman Chipman and second by Alderman Alston to approve audit for the period ending June 30, 2025. All aye.
18. Motion by Alderman Chipman and second by Alderman Frazier to approve legal action against Candice Hardee to recoup contractual damages. All aye.

Meeting adjourned 7:05 p.m.

Donna Buckner, Recorder

Craig Fitzhugh, Mayor