



JUSTIN HANSON
Mayor

TINA DUNN
Recorder-Treasurer

City of Covington

POST OFFICE BOX 768
200 West Washington Avenue, Covington, Tennessee 38019
Telephone (901) 476-9613 Fax (901) 476-6699

THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF
COVINGTON, TENNESSEE ON SEPTEMBER 25, 2018 AT 5:30 P.M.

1. Meeting to be called to order by Mayor Justin Hanson.
2. Invocation to be given by Alderwoman Minnie Bommer.
3. Pledge of Allegiance to the Flag to be led by Alderman John Edwards.
4. Minutes of the Preceding Meeting to be approved (See Attached – Green).
5. Report from Committees:
 - Minutes of the General Welfare–Public Relations Committee Meeting (See Attached– Blue).
 - Minutes of the Finance & Administration Committee Meeting (See Attached – White).
 - Minutes of the Covington Municipal Regional Planning Commission (See Attached-Tan).
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Justin Hanson:
 - Covington Clinic – Health Fair
 - Request for Covington Christmas Parade (See Attached – Green)
 - Request from Covington High School Band Boosters (See Attached – Yellow)
 - Updates
9. Report from Recorder-Treasurer Tina Dunn:
10. Report from City Attorney Rachel Witherington.
11. Old Business:

12. New Business:

- Bills Over \$250.00 ready for Board Approval (See Attached – Pink).

The Board of Mayor and Aldermen met at City of Covington on September 11, 2018 at 5:30 p.m. with the following members present: Mayor Justin Hanson, Aldermen: John Edwards, Minnie Bommer, C. H. Sullivan, and Drew Glass. Also present were Personnel Director Tiny Barton, Police Chief Buddy Lewis, Fire Chief Michael Naifeh, Park and Recreation Director Joe Mack, Public Works Director David Gray, Building Official Lessie Fisher, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Mayor Justin Hanson.

Invocation was given by Mayor Justin Hanson.

Pledge of Allegiance to the Flag was led by Mayor Justin Hanson.

Motion was made by Alderman C H Sullivan and seconded by Alderman John Edwards that the Minutes of the Preceding Meeting be approved as distributed to the Board (See Attached). Motion passed.

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer that the Minutes of the Beer Board be approved (See Attached). Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman C H Sullivan that the Minutes of the General Welfare – Public Safety be approved (See Attached). Motion passed.

Motion was made by Alderman John Edwards and seconded by Alderman Drew Glass that the Minutes of the Public Works Committee Meeting be approved (See Attached). Motion passed.

Mayor Justin Hanson requested Glenn Baker be reappointed to the Covington Housing Authority.

Motion was made by Alderman John Edwards and seconded by Alderwoman Minnie Bommer to approve the reappointment of Glenn Baker to the Covington Housing Authority. Motion passed.

Mayor Justin Hanson presented the TDOT Consultant Selection Policy for approval (See Attached).

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer to approve the TDOT Consultant Selection Policy. Motion passed.

Mayor Justin Hanson presented a request from the Munford High School Band Boosters for a sponsor to assist in the Tournament of Roses Parade (See Attached). There we no motion on the request.

Mayor Justin Hanson presented the Proclamation for the Suicide Prevention Awareness Month for September, 2018 for approval (See Attached).

Motion was made by Alderman Drew Glass and seconded by Alderman John Edwards to approve the Proclamation for the Suicide Prevention Awareness Month in September, 2018. Motion passed.

Mayor Justin Hanson presented a request from Tipton County Veterans Council for permission to have the annual Veteran's Day Parade on Monday, November 12, 2018 (See Attached).

Motion was made by Alderman C H Sullivan and seconded by Alderman Drew Glass to approve the request from Tipton County Veterans Council. Motion passed.

Mayor Justin Hanson presented the Resolution authorizing the purchase of natural gas from the Municipal Energy Acquisition Corporation for the Gas Prepay Program for approval (See Attached).

Motion was made by Alderman John Edwards and seconded by Alderman C H Sullivan to approve the Resolution authorizing the purchase of natural gas from the Municipal Energy Acquisition Corporation for the gas prepay program. Motion passed.

Public Hearing for Ordinance 1710 (Text Amendment) for third and final reading was called to order. There being no public comments, the public hearing was closed (See Attached).

Motion was made by Alderman C H Sullivan and seconded by Alderman Drew Glass to approve Ordinance 1710 (Text Amendment) on third and final reading.

Voting Aye: Sullivan, Bommer, Edwards, and Glass

Voting Nay: None

Motion passed.

The bills over \$250.00 were presented for approval:

| | | | |
|---------------------------|------------|----------------------------|-------------------|
| A2H | 13,308.99 | Access Control | 735.00 |
| ADAPCO | 3,468.40 | Accurate Law Enforcement | 2,349.95 |
| A T & T | 650.00 | Agee Race Timing | 760.00 |
| BancorpSouth | 10,344.37 | AKC Janitorial Services | 643.00 |
| Barrie Foster | 460.25 | Brenntag Mid-South | 1,255.00 |
| Zebra Marketing | 2,691.74 | Build-A-Sign | 359.98 |
| BFI North Shelby Landfill | 1,901.79 | Cov Tipton Cty Commerce | 4,000.00 |
| BNY Mellon (Biomass) | 4,301.73 | Ed Moss | 82.86 |
| Bob Austill | 1,584.00 | Fisher Scientific | 395.54 |
| Bread of Life | 2,590.36 | Frank Climer & Sons Paving | 7,740.00 |
| Charles Grant | 20.00 | G & C Supply | 982.50 |
| Comcast | 491.58 | Graphic Systems, Inc | 310.00 |
| Document Output | 671.87 | Grose Fire Protection | 446.88 |
| G&W Diesel Service | 837.31 | HACH | 840.65 |
| H.T. Hackney | 450.84 | Instant Promotion | 973.00 |
| High Tech Rescue | 9,960.75 | Jeremy McDivitt | 82.87 |
| Hol-Mac Corp. | 129,516.56 | Mr BBQ Catering | 1,350.00 |
| Hub City Tire Co. | 2,566.62 | Naifeh's | 262.05 |
| Jamieson & Fisher | 20,908.79 | Nevco, Inc. | 4,140.67 |
| Johnson Controls Security | 686.94 | O'Reilly Auto Parts | 300.92 |
| Mark Heaston | 242.60 | Sanford Geary Electric | 1,452.00 |
| Memphis Pool Supply | 3,199.66 | Tipton County GIS | 5,500.00 |
| Michael Naifeh | 159.26 | TLM Associates | 4,708.71 |
| Mid-South Bus Center | 304.76 | Tri-State | 1,451.40 |
| National Water Services | 42,650.00 | United Systems | 9,452.75 |
| Rose Fabricating | 1,300.00 | Walker's Commerical Cut | 2,500.00 |
| Sammy Beasley | 251.00 | West TN Ready Mix | 389.00 |
| Shapiro Uniforms | 581.85 | Wooten Oil | 3,137.09 |
| The Bancorp | 5,587.67 | Cov Tipton Cty Commerce | 4,518.46 |
| Unifirst Corp | 812.40 | Zoll | 768.93 |
| Wal-Mart | 2,186.45 | | |
| | | | |
| | | | |
| | | TOTAL | 326,577.75 |

Motion was made by Alderman C H Sullivan and seconded by Alderman John Edwards that the preceding bills over \$250.00 be paid when properly approved. Motion passed.

There being no further business, the meeting adjourned at 5:55 p.m.

Attest:

Recorder-Treasurer

Mayor

The General Welfare – Public Relations Committee met at City Hall on September 11, 2018 at 1:00 p.m. with the following members present: Chairman Alderman Drew Glass, Mayor Justin Hanson, and Alderwoman Minnie Bommer. Also present were Alderman John Edwards, Alderman C H Sullivan, Parks and Recreation Director Joseph Mack, Museum Director Barrie Foster, Airport Manager Robin, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Alderman Drew Glass.

Airport Director Robin Anderson reported fuel sales totaled 5,037 gallons in August. The application for funding assistance for the airfield maintenance equipment will be submitted in September for review. There was one bid received for the LED Lighting Project from Shelby Electric in the amount of \$1,014,844. Since there was only one bid, a negotiation process began. Currently, the bid has been reduced to \$590,000.00. The LED Lighting Project Contract will need to be amended with an addition of approximately \$15,000.00.

Motion was made by Alderwoman Minnie Bommer and seconded by Mayor Justin Hanson to accept the report from Airport Manager Robin Anderson. Motion passed.

Parks and Recreation Director Joe Mack gave an update on fall youth sports, coach training, staffing, and other activities. Currently, there are over 100 children signed up for fall soccer and 85 children are signed up for fall softball. Shane Butler and Buckie Joy have been added to the staff. The Aquatics Director position has been divided into two part-time managers. There will be a Monster Mash 5K sponsored by the Baptist Tipton at the Health and Wellness Fair on October 18, 2018. Covington Park & Recreation will time the race.

Motion was made by Alderman Drew Glass and seconded by Alderwoman Minnie Bommer to approve the gold level sponsorship in the Monster Mash 5K/Lil Monster Fun Run on October 18, 2018 in lieu of charging for the timing of the race. Motion passed.

Motion was made by Alderman Justin Hanson and seconded by Alderman Drew Glass to accept the report from the Park and Recreation Director Joe Mack. Motion passed.

Museum Director Barrie Foster gave an update on the upcoming events. She reported the Veteran of the Month is Korean War Veteran Perry Douglas Ward. The Isaac Hayes Exhibit opened August 18 and is still on display. The Tennessee Waters Exhibit will be on display from September 18 through November 12, 2018. The Tipton County Museum has been nominated for the 2019 National Medal for Museum Service by Representative David Kustoff. This award is presented by the Institute of Museum and Library Services in Washington, D.C.

Motion was made by Mayor Justin Hanson and seconded by Alderwoman Minnie Bommer to accept the report from Museum Director Barrie Foster. Motion passed.

There being no further business, the meeting adjourned at 1:40 p.m.



Tipton County Museum September 2018 Update

Veteran of the Month: Korean War Veteran Perry Douglas Ward. His reception is Tuesday, September 11 at 6:30 p.m.

Exhibits:

Isaac Hayes: From Rialto to Royalty opened August 18. Isaac's family visited the exhibit and liked it very much.

Tennessee Waters: Shaping Our Land, Our Lives and Our Future will be on display from September 18 through November 12. This is a traveling exhibit presented by Humanities Tennessee, Tennessee Historical Society, and the Albert Gore Research Center.

Programs and lectures:

Party with the Pollinators takes place Friday, September 14 at 6:00 p.m. This is a joint event with the Tipton County Master Gardeners.

The Plein Air Art Experience takes place Sunday, September 16 from 2 to 4 p.m. Artists are invited to paint on the museum grounds, and the artwork will be on display for several months at the museum.

October Gardening Series – Every Saturday morning in October at 10:00 a.m. there will be a different gardening themed lecture in the conference room.

Artist Series for Kids: Auguste Renoir on Saturday, October 6 from 1 to 3 p.m.

Go with the FLOW acrylic pouring workshop on Saturday, October 27 from 1 to 3 p.m.

Exhibit Opening Reception for Tennessee Waters: Shaping Our Land, Our Lives and Our Future. : Friday, October 19, at 5:30 p.m.

Community Outreach & Other:

The Tipton County Museum has been nominated for the 2019 National Medal for Museum Service by Representative David Kustoff. This award is presented by the Institute of Museum and Library Services in Washington, D.C.

August Committee Meeting 2018

1. Fuel Sales

August Sales

2. Update's

LED Lighting Project

Ground Maintenance Equipment

3. Open House Sep. 13th 11am-1pm

Annual Sales Profile

Start date: 1/1/2018
End date: 12/31/2018

Site: Covington Airport

Inventory History — Complete Summary

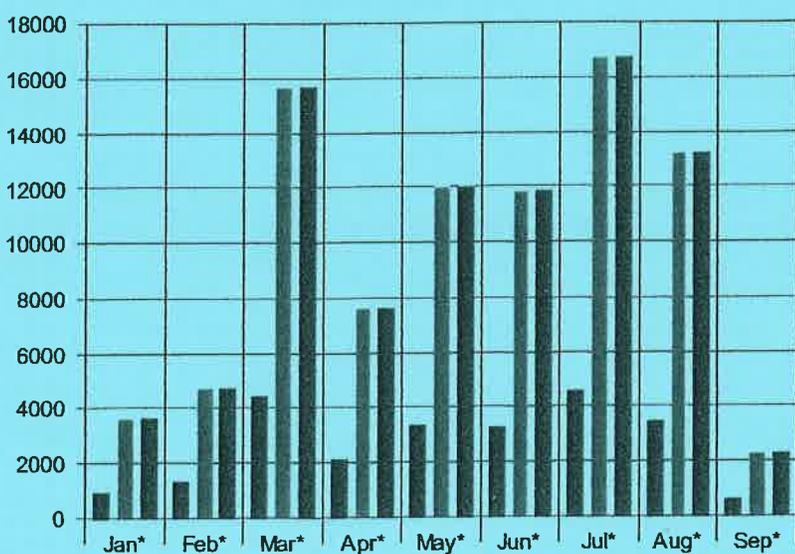
| | Jan* | Feb* | Mar* | Apr* | May* | Jun* | Jul* | Aug* | Sep* | Oct | Nov | Dec | Y.T.D* |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------|
| Beg Inventory | (392,676.900) | (393,685.200) | (395,001.700) | (399,459.600) | (401,624.800) | (404,971.300) | (408,249.400) | (412,845.900) | (416,342.900) | (416,942.900) | (416,942.900) | (416,942.900) | |
| Gal Purchased | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| Adjustments | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| Gallons Sold | 1,008.320 | 1,316.520 | 4,457.870 | 2,165.150 | 3,346.530 | 3,278.110 | 4,596.510 | 3,497.060 | 599.950 | 0.000 | 0.000 | 0.000 | 24,266.020 |
| End Inventory | (393,685.200) | (395,001.700) | (399,459.600) | (401,624.800) | (404,971.300) | (408,249.400) | (412,845.900) | (416,342.900) | (416,942.900) | (416,942.900) | (416,942.900) | (416,942.900) | |

Financial History — Complete Summary

| | Jan* | Feb* | Mar* | Apr* | May* | Jun* | Jul* | Aug* | Sep* | Oct | Nov | Dec | Y.T.D* |
|---------------|-----------|-----------|------------|-----------|------------|------------|------------|------------|-----------|-------|-------|-------|------------|
| Net Sales | 3,638.750 | 4,726.760 | 15,734.650 | 7,662.580 | 12,037.480 | 11,890.830 | 16,795.100 | 13,258.420 | 2,309.090 | 0.000 | 0.000 | 0.000 | 88,053.660 |
| Cost of Goods | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| Gross Profit | 3,638.750 | 4,726.760 | 15,734.650 | 7,662.580 | 12,037.480 | 11,890.830 | 16,795.100 | 13,258.420 | 2,309.090 | 0.000 | 0.000 | 0.000 | 88,053.660 |

Monthly Statistics — Complete Summary

| | Jan* | Feb* | Mar* | Apr* | May* | Jun* | Jul* | Aug* | Sep* | Oct | Nov | Dec | Y.T.D* |
|-----------------|---------|--------|---------|---------|---------|---------|---------|---------|---------|-------|-------|-------|---------|
| Avg Sale \$ | 110.265 | 90.899 | 154.261 | 127.710 | 124.098 | 133.605 | 166.288 | 136.685 | 144.318 | 0.000 | 0.000 | 0.000 | 132.014 |
| Avg Sale Vol | 30.555 | 25.318 | 43.705 | 36.086 | 34.500 | 36.833 | 45.510 | 36.052 | 37.497 | 0.000 | 0.000 | 0.000 | 36.228 |
| Avg PPU Vol | 3.609 | 3.590 | 3.530 | 3.539 | 3.597 | 3.627 | 3.654 | 3.791 | 3.849 | 0.000 | 0.000 | 0.000 | 3.643 |
| Avg CPU Vol | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| Avg Margin/Unit | 3.609 | 3.590 | 3.530 | 3.539 | 3.597 | 3.627 | 3.654 | 3.791 | 3.849 | 0.000 | 0.000 | 0.000 | 3.643 |
| Avg Margin/Sale | 110.265 | 90.899 | 154.261 | 127.710 | 124.098 | 133.605 | 166.288 | 136.685 | 144.318 | 0.000 | 0.000 | 0.000 | 132.014 |
| % of Vol YTD | 4.155 | 5.425 | 18.371 | 8.923 | 13.791 | 13.509 | 18.942 | 14.411 | 2.472 | 0.000 | 0.000 | 0.000 | 100.000 |
| % of Profit YTD | 4.132 | 5.368 | 17.869 | 8.702 | 13.671 | 13.504 | 19.074 | 15.057 | 2.622 | 0.000 | 0.000 | 0.000 | 100.000 |
| # of Sales | 33.000 | 52.000 | 102.000 | 60.000 | 97.000 | 89.000 | 101.000 | 97.000 | 16.000 | 0.000 | 0.000 | 0.000 | 647.000 |



2429 AV
 2608 Jet

 5037 Total
 Aug

* INVALID DATA. Fuel sold exceeds fuel purchased.

The Finance and Administration Committee met at City of Covington on September 18, 2018 at 1:00 p.m. with the following members present: Chairman Alderman C H Sullivan, Aldermen: John Edwards, Minnie Bommer, and Mac McGowan. Also present were: Building Official Lessie Fisher, Police Chief Buddy Lewis, Fire Chief Michael Naifeh, Public Works Director David Gray, Harold Morris, Assistant to the Mayor Sara Gangaware, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Alderman C H Sullivan.

Harold Morris, Realtor, presented the committee with a proposed offer agreement to purchase the property at 209 S. Main Street. The offer to purchase the property is \$25,000.00; however, the property is listed for \$79,900.00.

Motion was made by Alderman Mac McGowan and seconded by Alderman C H Sullivan to counter offer the purchase price at \$50,000.00. Motion failed with all nay votes.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman C H Sullivan to counter offer the purchase price at \$60,000.00. Motion passed with nay vote by Alderman Edwards.

Recorder-Treasurer Tina Dunn presented a letter from the State showing the 2019 Budget has been approved. The City meets statutory requirements; however, the airport fund will need to be monitored. A letter from the State was presented showing the City of Covington's Pension Plan is at a funding level of 100% of the Actuarially Determined Contribution. The plan's overall funding is currently determined to be at 65.33%.

Mayor Justin Hanson presented the A2H Professional Services Contract Amendment #1 to the original contract for approval (See Attached). An agreement was presented for approval between the City and the State of Tennessee Department of Transportation for the Highway 51 Connector – Phase 1 for the extension of multimodal access from Tatlock Street to Lanny Bridges and across Highway 51 to TCAT.

Motion was made by Alderman C H Sullivan and seconded by Alderman Mac McGowan to approve the A2H Professional Services Contract. Motion passed.

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer to approve the agreement with TDOT for the Highway 51 Connector – Phase 1. Motion passed.

Discussion began on the Responsible Vendor Program. Sierra Butler from Drug Free Tipton stated that it is her understanding that the Beer Board cannot require a licensed vendor to be a responsible vendor but they can require training through an ABC certified course. Chief Lewis reported that the Covington Police Department will continue to work with Drug Free Tipton.

Motion was made by Alderman Mac McGowan and seconded by Alderman C H Sullivan to bring back discussion at the next Finance & Administration Meeting suppling information or a

drafted ordinance requiring proof of training for a new beer license or renewal of a current beer license. Motion passed.

Motion was made by Alderman John Edwards and seconded by Alderwoman Minnie Bommer to move the strategic planning discussion to the Finance & Administration Committee Meeting in October, 2018. Motion passed.

Discussion began on the fireworks ordinance. Police Chief Lewis reported the CPD responded to 66 fireworks complaints. No citations were issued, but warnings were given in an effort to educate the public regarding the new ordinance requirements. It was verified there are only three dates fireworks are allowed to be use and those dates are December 31, January 1, and July 4.

Motion was made by Alderman Mac McGowan to amend the fireworks ordinance to ban the sale and use of fireworks in the City. There being no second, the motion failed.

Motion was made by Alderman John Edwards and seconded by Alderwoman Minnie Bommer to table the discussion on the fireworks ordinance until the Finance & Administration Committee Meeting in January, 2019 and enforce the current ordinance. Motion passed with nay vote by Alderman Mac McGowan.

Alderman Edwards requested information on the progress of the surveillance cameras in Frazier Park be brought to the next Finance & Administration Committee Meeting.

There being no further business, the meeting adjourned at 2:20 p.m.

Finance and Administration Committee
September 18, 2018
1:00 p.m.

1. 209 S. Main Building Offer Letter – Listing Agent Harold Morris
2. 2019 Budget Approval Letter – Director Dunn
3. Pension Plan Review – Director Dunn
4. A2H Professional Services Contract – Mayor Hanson
5. TDOT Agreement, Hwy. 51 Connector, Phase I – Mayor Hanson
6. Responsible Vendor Certification Discussion – Drug Free Tipton / Chief Lewis / David Gwinn
7. Strategic Planning Discussion – Please Bring Your Copy
8. Fireworks Ordinance Discussion – Chief Lewis / Chief Naifeh / Director Fisher

PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

Barney Witherington III (Buyer) agrees to buy and the undersigned seller City of Covington (Seller)

agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: 209 MAIN ST. S. (Address) COVINGTON (City), Tennessee, 38019 (Zip), as recorded in Tipton County Register of Deeds Office, deed book(s), page(s), and/or instrument number and as further described as:

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

A. INCLUDED as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener and all (at least) remote controls; an entry key; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

B. Other items that REMAIN with the Property at no additional cost to Buyer:

C. Items that WILL NOT REMAIN with the Property:

D. LEASED ITEMS: Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.):

Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.)

Buyer does not wish to assume Seller's current lease of ; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

E. FUEL: Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

2. Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is:

\$ 25,000.00, Twenty-Five THOUSAND U.S. Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
iii. other such form as is approved in writing by Seller.

A. Financial Contingency - Loan(s) To Be Obtained. This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Chief of Staff

September 10, 2018

Honorable Justin Hanson, Mayor
and Honorable Board of Aldermen
City of Covington
P.O. Box 768
Covington, TN 38019

Dear Mayor Hanson and Members of the Board:

This letter acknowledges receipt of a certified copy of the fiscal year 2019 budget.

We have reviewed the City's budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received and is for determining that the budget appears to be balanced. Regarding programs included in the budget such as education, roads, and corrections, we have not made any attempt to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. A property tax rate may be included in this budget, and we would recommend that local government officials be certain that all program requirements have been met before initiating the tax collection process.

This letter constitutes approval, by this office, for the City's fiscal year 2019 budget as adopted by the Board.

Considerations Concerning the Budget – Airport Fund

We have determined that the City's budget meets basic statutory requirements, however, we have detected a challenge, outlined below, that could possibly lead to financial problems in the future. The City has projected its Airport Fund to end the fiscal year with a cash balance that is approximately 2% of the fund's projected annual appropriations. The fund appears to have sufficient cash during fiscal year 2019 to remain balanced; however, to ensure this continues, the City's finance staff should provide the following information to the Board, if it does not already do so:

- An updated cash flow analysis for the fund showing actual data from the prior month and any changes to forecasted data, and
- A budget-to-actual report for the fund including both revenue collections and expenditures.

Please submit these reports to the Board at each regular meeting. We do recommend that the City's finance staff provide the Board these reports for all funds.

If you should have questions or need assistance regarding statutory budget requirements, please refer to our online resources at: <http://www.comptroller.tn.gov/SL/Municipalities.asp>, or feel free to contact your financial analyst, Lori Barnard, at 615.747.5347 or Lori.Barnard@cot.tn.gov.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

cc: Ms. Jean Suh, Contract Audit Review Manager, Division of Local Government Audit

STATE OF TENNESSEE



DAVID H. LILLARD, JR.
STATE TREASURER

TREASURY DEPARTMENT

615.741.2956
David.Lillard@tn.gov

STATE CAPITOL
NASHVILLE, TENNESSEE 37243-0225

Sender's telephone: 615.741.0228
Sender's email: Justin.Ruffin@tn.gov

August 29, 2018

Tina Dunn
Recorder and Treasurer
City of Covington
P.O. Box 768
Covington, TN 38019

Re: City of Covington Pension Plan

Dear Tina Dunn:

A review has been performed for the fiscal year ended June 30, 2017 of the City of Covington's (the "Political Subdivision") compliance with the Public Employee Defined Benefit Financial Security Act of 2014 (the "Act"), which is codified in Tennessee Code Annotated, Title 9, Chapter 3, Part 5. As part of the review, we evaluated the City of Covington Pension Plan (the "Plan") for compliance with the annual Actuarially Determined Contribution (the "ADC") funding requirements established in T.C.A. §9-3-505 and the overall pension plan funding level requirement as established in T.C.A. §9-3-506(a)(2).

Based on our review, contributions in relation to the annual ADC for the Plan resulted in an ADC funding level of at least 100%. The Political Subdivision shall continue funding 100% of the ADC annually in order to remain in compliance with this provision of the statute. Failure to comply with this requirement of the Act may impact the state-shared taxes that are otherwise apportioned to the entity.

In addition, the Political Subdivision's overall funding status of the Plan was determined to be 65.33%. As stated in law, any pension plan that is funded below 60% shall not establish benefit enhancements unless approved by the state treasurer.

If you have any questions, please feel free to contact me at 615.741.0228 or Justin.Ruffin@tn.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Ruffin".

Justin Ruffin
Senior Accounting Business Analyst



State of Tennessee

PUBLIC CHAPTER NO. 681

HOUSE BILL NO. 2222

By Representative Marsh

Substituted for: Senate Bill No. 1976

By Senator Gardenhire

AN ACT to amend Tennessee Code Annotated, Title 9, Chapter 3, Part 5, relative to the Public Employee Defined Benefit Financial Security Act of 2014.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 9-3-504, is amended by adding the following as a new subsection:

() The measurement standard used to determine a pension plan's funded status must be done in accordance with rules, standards, guidelines, and interpretations established by the governmental accounting standards board.

SECTION 2. Tennessee Code Annotated, Section 9-3-506(a), is amended by adding the following as a new subdivision:

() For political subdivisions with an existing pension plan as of May 22, 2014, the political subdivision shall not establish a new pension plan until it has received written approval from the state treasurer.

SECTION 3. This act shall take effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 2222

PASSED: March 26, 2018



BETH HARWELL, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 12th day of April 2018



BILL HASLAM, GOVERNOR



ENGINEERS ARCHITECTS PLANNERS

August 10, 2018

The Honorable Justin Hanson
Mayor
City of Covington
200 West Washington Street
Covington, TN 38019

Re: Professional Services Contract Amendment # 1 for
City of Covington
2017-2018 On-Call City Consulting Services
Covington, TN

A2H # 17139

Dear Mayor Hanson,

We are pleased to provide this Professional Services Contract Amendment # 1 to the original Contract signed by City of Covington on August 9, 2017 for the 2017-2018 On-Call City Consulting Services located in Covington, TN.

Per the original contract, A2H provided the on-call consulting services on a monthly basis for a minimum of one year from the execution of this agreement. The purpose of the contract amendment is to renew the annual terms for the On-Call City Consulting services for another year.

By way of this Contract Amendment to the original, we are enclosing our proposal for the additional professional services required for the successful completion of the scope of services for this project. The terms and conditions in the original contract shall apply to this amendment as well.

I. It is our understanding that the Basic Scope of Services will be amended to include the following:

2018-2019 City Consulting Engineer Services

- A. A2H will make Shane Hollin, Licensed Professional Engineer as the primary point of contact for the City of Covington TN, to function as the Consulting City Engineer.
- B. The Consulting City Engineer will be available as needed by the City to perform engineering duties for the City of Covington.
- C. The Consulting City Engineer will utilize the professional staff of A2H as needed to provide the City of Covington TN with timely, efficient response to the wide array of municipal engineering issues.
- D. The Basic Scope of Services will remain the same as indicated in the original contract.

II. Our proposed compensation for the above referenced amended Basic Scope of Services is as follows:

Consulting City Engineering services on the basis of time and expense per the A2H Hourly Rate Schedule. The hourly rates set forth herein are annual rates and shall remain valid until December 31 of the current year of this agreement. Notice to client of revised hourly rates is not required and Client agrees to be bound by subsequent annual revisions.

2018-2019 City Consulting Engineer Services \$ Hourly
 (To Be billed per A2H Hourly Rate Schedule)

Reimbursable Expense Fee Direct Cost + 15%
 (Printing, Plotting, Mileage, Courier Service)

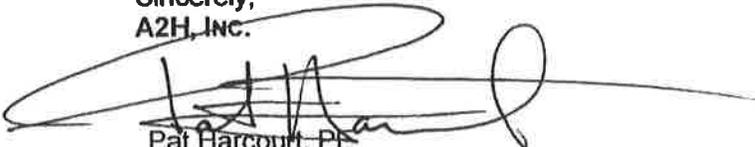
| STAFF MEMBER | LEVEL I | LEVEL II | LEVEL III |
|----------------------------|-----------|-----------|-----------|
| Principal | \$ 175.00 | \$ 200.00 | \$ 225.00 |
| Project Manager | \$ 120.00 | \$ 135.00 | \$ 155.00 |
| Architect | \$ 120.00 | \$ 140.00 | \$ 160.00 |
| Engineer | \$ 115.00 | \$ 130.00 | \$ 150.00 |
| Landscape Architect | \$ 100.00 | \$ 110.00 | \$ 125.00 |
| Land Surveyor | \$ 100.00 | \$ 110.00 | \$ 120.00 |
| Planner | \$ 90.00 | \$ 100.00 | \$ 120.00 |
| Interior Designer | \$ 80.00 | \$ 95.00 | \$ 105.00 |
| Construction Administrator | \$ 80.00 | \$ 90.00 | \$ 105.00 |
| Designer | \$ 75.00 | \$ 85.00 | \$ 95.00 |
| BIM/CAD Technician | \$ 70.00 | \$ 85.00 | \$ 95.00 |
| Survey Crew Member | \$ 55.00 | \$ 65.00 | \$ 75.00 |
| Administrator | \$ 60.00 | \$ 75.00 | \$ 90.00 |

If this Contract Amendment satisfactorily sets forth your understanding and the agreement between us, we would appreciate your signing this contract amendment in the space provided below and returning a copy to us.

This Contract Amendment will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract Amendment.

If you have any questions, please call.

Sincerely,
 A2H, INC.



Pat Harcourt, PE
 Partner - CEO

AGENT FOR: CITY OF COVINGTON

ACCEPTED BY: _____

DATE: _____

TITLE: _____

Agreement Number: 180115

Project Identification Number: 126656.00

Federal Project Number: TAP-3(151)

State Project Number: 84LPLM-F3-050

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF COVINGTON (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Highway 51 Connection - Phase 1: Construction of sidewalks along the west side of Hwy 51 from Tatlock Avenue to Lanny Bridges Road and along the east side of Hwy 51 from Lanny Bridges Road to TN College of Applied Technology. Project also includes ADA upgrades, curb and gutter, pavement markings and signage.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.
- b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(a) hereof. However, Notice to Proceed to Construction must be obtained as referenced in Section B.1(c). Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the

expenditure. The percentage of expenditure for non-infrastructure work versus infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

| | Responsible Party | Funding Provided by: Agency or Project |
|-----------------------------|-------------------|---|
| Preliminary Engineering by: | Agency | Agency |
| Environmental Clearance by: | Agency | Agency |
| Right-of-Way by: | Agency | Agency |
| Utility Coordination by: | Agency | Agency |
| Construction by: | Agency | Project |

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by **July 1, 2021**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.
- d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to

and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency shall complete the herein assigned phases of the Project on or before **July 1, 2023**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval

with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

- 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.

- e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

- a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.
- b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:
 - 1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.
 - 2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.
 - 3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.

- 4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)
- c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.
- d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the

Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices,

including, but not limited to, replacement of solar panels, batteries, lights and lenses.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.
- c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any

covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.
- b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis

until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

| Amount | = | Open to Public and Vehicular Traffic |
|--------------------------|----------|---|
| \$1.00 - \$200,000 | = | 5 Years |
| >\$200,000 - \$500,000 | = | 10 Years |
| >\$500,000 - \$1,000,000 | = | 20 Years |

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.
- c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:**
 - 1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

Locally Managed Enhancement Agreement

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF COVINGTON

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ Date _____ By: _____ Date _____
Justin Hanson John C. Schroer
Mayor Commissioner

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____ Date _____ By: _____ Date _____
Rachel Witherington John Reinbold
Attorney General Counsel

EXHIBIT "A"

CONTRACT NO.: 180115

PROJECT IDENTIFICATION No.: 126656.00

PROJECT DESCRIPTION: Highway 51 Connection - Phase 1: Construction of sidewalks along the west side of Hwy 51 from Tatlock Avenue to Lanny Bridges Road and along the east side of Hwy 51 from Lanny Bridges Road to TN College of Applied Technology. Project also includes ADA upgrades, curb and gutter, pavement markings and signage. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

TYPE OF WORK: Bicycle and Pedestrian Facilities

| PHASE | FUNDING SOURCE | FED % | STATE % | LOCAL % | ESTIMATED COST |
|--------------------------------------|----------------|-------|---------|---------|----------------|
| CONST | TAP | 80% | 0% | 20% | \$1,009,071.75 |
| CONST - CEI | TAP | 80% | 0% | 20% | \$152,882.00 |
| CONST - TDOT ENGINEERING SERVICES | TAP | 80% | 0% | 20% | \$24,000.00 |

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

ORDINANCE 1696

AN ORDINANCE TO AMEND THE TEXT OF THE COVINGTON MUNICIPAL CODE, (FIRE PROTECTION AND FIREWORKS) TITLE 7, CHAPTER 4.

WHEREAS, the Board of Mayor and Alderman deem it necessary, for the purpose of promoting the health, safety, prosperity, morals, and general welfare of the City to amend The Covington Municipal Code; and

WHEREAS, the Board of Mayor and Alderman have discussed and reviewed proposed amendment; and,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF COVINGTON:

SECTION 1. That the following be added to Title 7, Chapter 4,

7-413. Limits on fireworks discharge. The discharge of fireworks within the corporate limits of the City of Covington shall be limited to December 31st, January 1st, July 4th or any date approved by the vote of the Board of Mayor and Alderman. The discharge of fireworks shall be only allowed by persons over the age of sixteen (16) or accompanied by an adult over the age of twenty-one (21).

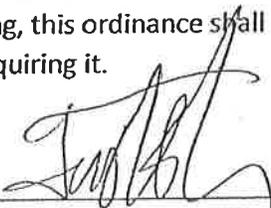
7-414. Penalties. Any person found guilty of violating the terms of this chapter shall be subject to having their fireworks confiscated and shall be subject to the maximum penalty allowed by the laws of the State of Tennessee. In addition, The Police Chief or his/her designees or The Fire Chief or his/her designee shall have authority to stop the discharge of fireworks if such activity presents a danger from fire due to combustibles (i.e. tall grass, accumulation, drought conditions, etc.) that may be near the discharge area.

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

Passed First Reading 10/10/17

Passed Second Reading 10/24/17

Passed Third Reading 11/14/17



Mayor Ana C Dunn

Recorder-Treasurer

CHAPTER 4

FIREWORKS

SECTION

- 7-401. Definitions.
- 7-402. Permits and permit fees.
- 7-403. Permit revocation.
- 7-404. Permissible fireworks.
- 7-405. Storing and structures.
- 7-406. Limitations on structures.
- 7-407. Location of fireworks outlets.
- 7-408. Parking for retail fireworks sales site.
- 7-409. Additional standards for fireworks retailers.
- 7-410. Unlawful sale to certain children and other persons; unlawful use of fireworks.
- 7-411. Limited time period to use fireworks.
- 7-412. Exemptions.
- 7-413. Violations and penalty.

7-401. Definitions. (1) As used in this chapter, unless the content otherwise requires:

(a) "Combustible material" means a substance that can be burned to provide heat or power.

(b) "Fireworks" means any composition or device for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, and which meets the definition:

(i) As referenced in the currently adopted fire codes.

(ii) Exceptions:

(A) Toy caps for use in toy pistols, toy canes, or toy guns, and novelties and trick noisemakers manufactured in accordance with DOT regulations, 49 C.F.R. 173.100(p), and packed and shipped according to those regulations;

(B) Model rockets and model rocket motors designed, sold, and used for the purpose of propelling recoverable aero models;

(C) Propelling or expelling charges consisting of a mixture of sulfur, charcoal, saltpeter are not considered as designed to produce audible effects.

(c) "Mobile retailer" means a vendor operating from motor vehicles, trailers, bicycles, or motorbikes.

(d) "Permit" means the written authority of the City of Covington issued under the authority of this section.

(e) "Person" means any individual, firm, partnership, or corporation.

(f) "Retailer" means any person engaged in the business of making retail sales of fireworks to the general public.

(g) "Sale" means an exchange of articles of fireworks for money and also includes barter, exchange, gift, or offer and each such transaction made by any person, whether as principal, proprietor, salesperson, agent, association, copartnership, or one (1) or more individual(s).

(h) "State fire marshal permit" means the appropriate fireworks permit issued by the Tennessee Fire Marshal under the authority of Tennessee Code Annotated, § 68-104-101, et seq.

(2) Singular words and plural words used in the singular include the plural and the plural as singular. (Ord. #1599, Nov. 2009)

7-402. Permits and permit fees. (1) It is unlawful for any person to sell or to offer for sale in the City of Covington any item of fireworks without first having secured a state fire marshal permit and a permit issued by the City of Covington.

(a) Permits are not transferable.

(b) A permit to sell fireworks to the general public is valid only from June 20 through July 5 or December 10 through January 2.

(c) The permit fee for retail permits is fifty dollars (\$50.00) for the summer period and fifty dollars (\$50.00) for the winter period.

(2) A permit to sell fireworks in the City of Covington must be obtained at least two (2) weeks prior to the date on which the applicant begins making sales. Each application shall contain the following:

(a) The application must include the name, address, and telephone number of applicant.

(b) The applicant must be the natural person who will operate or be responsible for sales.

(c) The applicant's name must be the same as the name on the state fire marshal's permit.

(d) The applicant is liable for all violations of this chapter by persons under his/her supervision.

(3) For a state permit to be obtained by a retailer, the mayor or his or her designee must sign on behalf of the retailer an application for fireworks permit that the state requires before a state permit is issued to a retailer for a specific location.

(4) A person that applies for a retail fireworks permit must show proof that a state sales tax number has been obtained for sales tax purposes.

(5) A site plan must be submitted that includes the dimensions of the lot, size and location of structure, setback of structure from the right-of-way, location of other structures in the area that are occupied, location and number

of parking places, location of any nearby residences, location of the nearest fuel outlets, and location of other fireworks outlets if located within seven hundred fifty feet (750') of a retail structure.

(6) Mobile vendors are not permitted.

(7) Signage shall conform to current codes.

(8) The application must contain evidence that general liability insurance has been obtained by applicant naming the City of Covington as additional insured for at least one million dollars (\$1,000,000.00) for each occurrence, whether in respect to bodily injury liability or property damage liability or bodily injury liability and property damage liability combined.

(9) The application must disclose the location where the applicant will conduct the business of selling fireworks and the dates for which the right to do business is desired.

(10) Applicant shall pay one hundred dollars (\$100.00) cleanup deposit per location, which shall be refunded after the fireworks season or used by the city to clean up the retail fireworks site if needed.

(11) After the application has been submitted and approved, the city building inspector, fire inspector, and state electrical inspector (fire inspector and electrical inspector must also inspect by law/ordinance) shall inspect the site for compliance with applicable codes and ordinances. (Ord. #1599, Nov. 2009, as amended by Ord. #1610-1, Feb. 2011)

7-403. Permit revocation. (1) The City of Covington may revoke any permit upon failure of retailer to correct any of the following conditions within thirty-six (36) hours after the building official gives written notice.

(a) When the permittee or the permittee's operator violates any lawful rule, regulation, or order of the city building official.

(b) When the permittee's application contains any false or untrue statements.

(c) When the permittee fails to timely file any report or pay any tax, fee, fine, or charge.

(d) When the permittee or the permittee's operator violates any fireworks ordinance or statute.

(2) When any activities of the permittee constitute a distinct hazard to life or property, the building inspector and/or fire inspector, may revoke the permit immediately. (Ord. #1599, Nov. 2009)

7-404. Permissible fireworks. (1) It is unlawful for any individual, firm, partnership, or corporation to sell or use within the City of Covington, except as provided in this chapter, any fireworks as defined in § 7-401(1)(a), other than the following:

(a) Those items classified by the U.S. Department of Transportation as 1.4G Consumer Fireworks; or

(b) Those items that comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission and permitted for use by the general public under its regulations.

(2) Any display using 1.3G Display Fireworks as defined in the fire code must be under the control of a licensed pyrotechnics technician. (Ord. #1599, Nov. 2009)

7-405. Storing and structures. No person may smoke within a structure where fireworks are sold. No person selling fireworks may permit the presence of lighted cigars, cigarettes, or pipes within a structure where fireworks are offered for sale. At all places where fireworks are stored or sold, there must be posted signs with the words Fireworks--No Smoking in letters not less than four inches (4") high. An inspected and currently tagged fire extinguisher with a minimum 2A rating and one (1) pressurized water type fire extinguisher must be present at each retail fireworks site. Fireworks sold at retail may be sold only from a freestanding structure. Fireworks must be stored at least ten feet (10') away from windows and other areas where the sun may shine through. Fireworks are not permitted to be stored in residential districts, except for personal use. (Ord. #1599, Nov. 2009)

7-406. Limitations on structures. Retail structures including tents meeting the current adopted fire code, building code and Life Safety Code (NFPA 101), and electrical code may be used for the retail sale of fireworks. Ground fault interrupter protection must be used for power cords that supply power to tents and other outdoor structures. Electrical wiring inside tents and other outdoor locations shall be securely installed, without splices, and lamps shall be protected from accidental breakage by a suitable fixture or guard. No structure from which fireworks are sold may exceed three thousand two hundred (3,200) square feet. Fireworks may not be stored in a permanent building unless the building has a sprinkler system and is constructed of non-flammable materials such as metal or concrete block. (Ord. #1599, Nov. 2009)

7-407. Location of fireworks outlets. Fireworks sales structures must be no closer than sixty feet (60') from any occupied building. Fireworks sales are permissible only on commercial/industrial property as approved by the planning department and the sales structure must be located a minimum of forty-five feet (45') from the right-of-way. Any fireworks sales structure must be at least one hundred fifty feet (150') from a residence. (Ord. #1599, Nov. 2009)

7-408. Parking for retail fireworks sales site. (1) The site for a fireworks retailer shall be improved to provide at least twelve (12) graveled or paved parking places for off street customer parking.

(2) The retail fireworks site must provide for an on-site turn-around area so that backing of vehicles onto the street will not be necessary.

(3) The parking area must be large enough and constructed so as to accommodate a fire truck as spelled out in NFPA 1124 7.3.4. (Ord. #1599, Nov. 2009)

7-409. Additional standards for fireworks retailers. (1) Any site for a fireworks retailer must be located so that all parts of the structure and fireworks inventory on the site are no closer than one hundred feet (100') to any combustible material.

(2) The parcel on which fireworks retail sales is proposed shall be a minimum of seven hundred fifty feet (750') from other similar uses. This distance shall be measured in a straight line from structure to structure. Priority shall be given to the retailer who obtained a permit the previous year at the same location. (Ord. #1599, Nov. 2009)

7-410. Unlawful sale to certain children and other persons; unlawful use of fireworks. (1) It is unlawful to offer for sale or to sell any fireworks to children under the age of sixteen (16) years of age or to any intoxicated person.

(2) It is unlawful to explode or ignite fireworks within six hundred feet (600') of any church, assisted living facility, nursing home, hospital, funeral home, public or private school academic structure, or within three hundred feet (300') of where fireworks are stored, sold, or offered for sale.

(3) It is unlawful to ignite or discharge any permissible articles of fireworks within or throw them from a motor vehicle.

(4) It is unlawful to place or throw any ignited article of fireworks into or at a motor vehicle, or at or near any person or group of persons.

(5) It is unlawful to ignite fireworks on another person's private property unless permission is obtained from the owner or occupant of the property.

(6) It is unlawful to launch fireworks onto property of persons who have not given permission.

(7) It is unlawful to use fireworks at times, places, or in any manner that endangers other persons.

(8) It is unlawful to ignite fireworks during a burning ban declared by either the State of Tennessee or the City of Covington Fire Department, except for public (and/or group) displays for which permits have been granted. (Ord. #1599, Nov. 2009)

7-411. Exclusions. Nothing in this chapter prohibits:

(1) The sale of any kind of fireworks that are to be shipped directly out of the corporate limits of the city in accordance with the regulations of the

United States Department of Transportation covering the transportation of explosives and other dangerous articles by motor, rail, and water.

(2) The sale, transportation, handling, or use of industrial pyrotechnic devices or fireworks, such as railroad torpedoes, fuses, automotive, aeronautical, and marine flares and smoke signals.

(3) The sale or use of blank cartridges for theater, for signal or ceremonial purposes, in athletics or sporting events, or legal power tools.

(4) The transportation, handling, or use of any pyrotechnic devices by the armed forces of the United States.

(5) The use of pyrotechnics in training by the fire service, law enforcement, or similar government agencies.

(6) The use of fireworks for agricultural purposes under conditions approved by the fire chief or his designee.

(7) Supervised displays of fireworks as provided for in this chapter.
(Ord. #1599, Nov. 2009)

7-412. Violations and penalty. Violations of any provision of this chapter shall be subject to a penalty of up to fifty dollars (\$50.00) per violation.
(Ord. #1599, Nov. 2009)

Covington Municipal –Regional Planning Commission met at City Hall on August 7, 2018 at 12:00 p.m. with the following members present: Chairman Joe Swaim, Commissioners: Alice Fisher, Sue Rose, C H Sullivan, and Johnnie Walker. Also present were Fire Inspector Sammy Beasley, Planner Will Radford, Building Official Lessie Fisher, Eric Krull, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Joe Swaim.

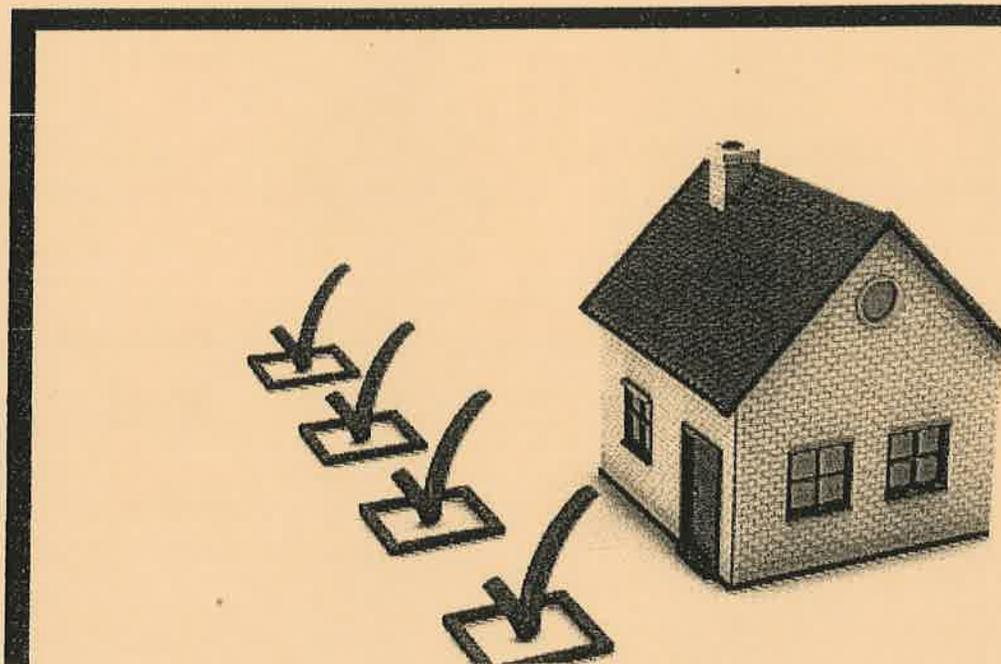
Motion was made by Alice Fisher and seconded by C H Sullivan that the Minutes of the Preceding Meeting be approved as written and distributed to the Board. Motion passed.

A site plan has been submitted by Tipton Christian Academy to construct a new school. The plans review submitted by A2H was presented to the committee for review.

Motion was made by Alice Fisher and seconded by C H Sullivan to table the site plan discussion to the September meeting. Motion passed.

There being no further business, the meeting adjourned at 12:15 p.m.

**PLANNING COMMISSION MEETING
AUGUST 7, 2018
12:00 PM NOON
LOWER LEVEL CONFERENCE ROOM
AT CITY HALL**



**AGENDA FOR THE MEETING OF THE
COVINGTON MUNICIPAL-REGIONAL PLANNING COMMISSION
August 7, 2018
12:00 PM, City Hall (Lower Chambers)**

- I. CALL TO ORDER – ESTABLISHMENT OF A QUORUM**
- II. APPROVAL OF THE PREVIOUS MINUTES**
- III. NEW BUSINESS**
 - A. Tipton Christian Academy Site Plan**
- IV. OLD BUSINESS**
- V. OTHER BUSINESS**
- VI. ADJOURNMENT**
- VII. TRAINING**

2018 Legislative Update

Next Meeting: September 4, 2018

Covington Municipal –Regional Planning Commission met at City Hall on June 5, 2018 at 12:00 p.m. with the following members present: Chairman Joe Swaim, Commissioners: Joe Auger, Alice Fisher, Sue Rose, C H Sullivan, and Johnnie Walker. Also present were Jennifer Nolen, Fire Inspector Sammy Beasley, Planner Will Radford, and Recorder-Treasurer Tina .
Dunn.

Meeting was called to order by Chairman Joe Swaim.

Motion was made by Alice Fisher and seconded by Joe Auger that the Minutes of the Preceding Meeting be approved as written and distributed to the Board. Motion passed.

Motion was made by Alice Fisher and seconded by Joe Auger to cancel the July 3, 2018 meeting. Motion passed.

There being no further business, the meeting adjourned at 12:05 p.m.



384 A Carriage House Drive
Jackson, TN 38305
731-424-7664

MEMORANDUM

TO: The Covington Municipal-Regional Planning Commission

FROM: Will Radford, AICP

DATE: August 2, 2018

**SUBJECT: Staff Recommendations for the August meeting of the
Municipal-Regional Planning Commission.**

III. NEW BUSINESS

A. Tipton Christian Academy Site Plan

Background

A site plan has been submitted by Tipton Christian Academy to construct a new school. The property can be further identified as Parcel 33.17 on Tipton County Tax Map 050. The property is zoned R-1 (Low Density Residential) District. The property does not appear to be located in a federally identified flood hazard area.

Analysis

The site plan has submitted for review by an engineer independent of the developer in regards to drainage and grading.

The Covington Fire Department should review the size of the driving lanes and that fire trucks can make the turns in order to provide adequate access in and out of the area.

The proposed building meets the setbacks of the R-1 district.

The Parking Standards for schools in the Municipal Zoning Ordinance are as follows:

L. Elementary/Junior
High Schools

One (1) space for each class
room plus one (1) space for each
two (2) employees or staff other
than faculty

M. High Schools

Ten (10) spaces per classroom or
one space per five (5) seats in
auditorium or gym, whichever is
larger

The question about the number of Parking Spaces needs to be addressed to
determine if the parking is adequate.

Recommendation

**Staff recommends approval provided all above mentioned issues are
adequately addressed.**

PROJECT CODE RECAP FOR PERMITS ISSUED: 7/01/2018 TO 7/31/2018

| Description | # of Permits | Fees | Value |
|--------------------------------|--------------|-----------------|------------------|
| Accessory Building | 4 | 295.50 | 46,260 |
| Renovations - Commercial | 5 | 8,799.75 | 1,817,182 |
| Demolition | 2 | 550.00 | 600 |
| Driveway | 2 | 50.00 | 225 |
| Fences | 2 | 120.00 | 585 |
| Mechanical | 7 | 876.00 | 1,025 |
| Mobile Home | 1 | 400.00 | 62,080 |
| New Apartment/Multi-Family | 1 | 2,488.00 | 1,115,426 |
| New Business (Office,Rest.,Srv | 1 | 247.50 | 31,625 |
| New Single Family | 4 | 3,463.00 | 751,132 |
| Plumbing | 9 | 1,345.00 | 1,695 |
| Swimming Pool | 1 | 50.00 | 50 |
| Renovations - Residential | 2 | 73.50 | 6,500 |
| Sign Installation | 18 | 115.50 | 8,883 |
| Communication Tower | 4 | 1,286.25 | 197,109 |
| TOTALS | 63 | 20160.00 | 4,040,377 |

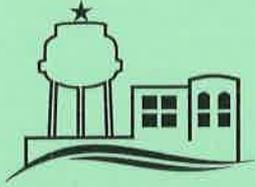
MEMORANDUM FOR RECORD

TO: Covington Municipal-Regional Planning Commission.

RE: Performance Bonds and Letters of Credit

The following is a list of performance bonds and letters of credit held by the Covington Municipal-Regional Planning Commission. Sixty (60) days before the expiration date, the Department of Code Compliance staff, will request the developer to renew the financial instrument. If the performance bond or letter is not renewed within two weeks of notice then staff will recommend that the Covington Municipal-Regional Planning Commission "call the bond "or submit a draft on the letter of credit.

| Developer | Renewal Date | Expiration Date |
|--------------------------------------|--|-------------------|
| Deena,LLC | July 3, 2018 | September 3, 2018 |
| 80 Deena Cove Covington, TN 38019 | Irrevocable Letter of Credit \$17,000.00 | |



Covington Civic Center

September 25, 2018

Covington Mayor and Board
200 West Washington Avenue
Covington TN 38019

As the City of Covington's Events Coordinator, I would like to request permission for the annual Covington Christmas Parade, scheduled for Tuesday, December 4, 2018, with a rain date of Thursday, December 6th, 2018. As always with the parade, it is necessary to have assistance from the police, fire, and public works departments, helping with street closures and crowd control.

Parade participants are asked to line up in front of Covington High School Athletic Field on South College beginning at 5:30 pm. The parade will begin at 7:00 pm.

The parade route, from CHS Athletic Field, will head North on College to Sherrod; turn right on Sherrod to Main; North on Main to Court Square; around the Square to Liberty; West on Liberty to College; South on College; and continue back to CHS Athletic Field parking lots to disband.

Respectfully submitted,

Karen Griffin

Karen Griffin
Events Coordinator, City of Covington

COVINGTON HIGH SCHOOL BAND BOOSTERS

P.O. BOX 912

COVINGTON, TN 38019

901-451-3399

September 19, 2018

CHS Band Boosters are hosting a Car/Bike/Truck show as a fund raiser for the CHS band.

The event will take place October 13th, 2018 at Covington High School.

We are requesting a road closure on South College street between Kinney Ave and Fisher Street. This closure will ensure the safety of all pedestrians wishing to participate in the event.

Sincerely,

A handwritten signature in black ink that reads "Jamie Braddy". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Jamie Braddy

Treasurer

| | | | |
|----------------------------|------------|---------------------------------|-------------------|
| 51 Radio, Inc. | 525.00 | A2H | 6,000.00 |
| A-1 Door Company | 275.00 | BNY Mellon | 1,637.21 |
| ABC Locksmith | 615.00 | Brenntag Mid-South | 4,073.00 |
| ActSoft | 603.00 | Coats of Color Construction | 4,925.00 |
| A T & T | 2,947.59 | Co-op | 2,130.00 |
| Canon | 575.17 | G & C Supply Co | 968.56 |
| Centerpoint | 105,953.90 | G & W Diesel Services | 703.41 |
| Chemical Feed Systems, Inc | 6,728.53 | Instant Promotion Inc | 415.00 |
| Dell Marketing L.P. | 2,227.64 | Integrated, LLC | 275.50 |
| Ditch Witch Mid-South | 461.61 | John Deere Financial | 519.95 |
| DSCC Jimmy Naifeh Center | 250.00 | Mid-South Suppliers | 2,018.22 |
| Eastern Aviation Fuels | 5,249.46 | Office Depot | 1,699.88 |
| Ford Credit Dept | 32,379.23 | O'Reilly | 295.74 |
| J D Distributors | 1,304.53 | Owen, Jenkins, Witherington | 4,113.00 |
| Just-N-Case Security | 710.00 | Pitney Bowes | 607.65 |
| KONE | 355.67 | R.L. Coulston | 303.42 |
| Mack Pest Control | 850.00 | Score Sports | 2,146.49 |
| Pitney Bowes | 1,000.00 | Sullivan's Natural Gas Services | 600.00 |
| Republic Services | 79,601.14 | Tipton County Printing | 702.00 |
| Sandstorm | 579.00 | Tipton County Sanitation | 952.00 |
| Simonton's | 1,725.00 | TN One-Call System | 736.19 |
| The Leader | 1,202.50 | Wooten Oil Company | 1,656.28 |
| ToolBarn | 930.00 | U.S. Bank | 674.23 |
| Tractor Supply | 504.95 | Verizon | 1,658.24 |
| Wells Fargo | 275.00 | Wascon Inc. | 360.28 |
| West Tn Ready-Mix | 546.50 | | |
| | | | |
| | | TOTAL | 288,546.67 |