

JAN WADE HENSLEY  
Mayor



TINA DUNN  
Recorder-Treasurer

# *City of Covington*

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THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF  
COVINGTON, TENNESSEE ON JULY 25, 2023, AT 5:30 P.M.

1. Meeting to be called to order by Mayor Jan Hensley.
2. Invocation to be given by Alderman John Edwards
3. Pledge of Allegiance to the Flag to be led by Alderman Chris Richardson.
4. Minutes of the Preceding Meeting to be approved:
5. Report from Committees:
  - Minutes of the General Welfare – Relations Committee Meeting
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Jan Hensley:
  - Updates
9. Report from Recorder-Treasurer Tina Dunn:
10. Report from City Attorney Rachel Witherington.
11. Old Business:
  - Interlocal Agreement – Tipton County Community Development Council
12. New Business:
  - Bills Over/Under \$1,000.00 ready for Board Approval

The Board of Mayor and Aldermen met at City of Covington on July 11, 2023, at 5:30 p.m. with the following members present: Mayor Jan Hensley, Aldermen: C.H. Sullivan, Jeff Morris, Danny Wallace, Jean Johnson, and Chris Richardson. Also present were Parks and Recreation Director Molly Glass, Fire Chief Richard Griggs, Public Works Director David Gray, Building Official Lessie Fisher, Police Chief Donna Turner, City Attorney Rachel Witherington, Assistant to the Mayor Jason Fleming, and Recorder-Treasurer Tina Dunn

Meeting was called to order by Mayor Jan Hensley.

Invocation was given by Alderman Jeff Morris.

Pledge of Allegiance to the Flag was led by Alderwoman Jean Johnson.

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

Motion was made by Alderman Chris Richardson and seconded by Alderwoman Johnson that the Minutes of the General Welfare – Public Safety Committee meeting be approved (See Attached).  
Motion passed.

Mayor Hensley requested Keith McCalla be reappointed to the Covington Electric Board for the term of July 1, 2023 to June 30, 2027.

Motion was made by Alderman Sullivan and seconded by Alderman Morris to approve the reappointment of Keith McCalla to the Covington Electric Board.  
Motion passed.

Mayor Hensley requested Cyndi Timbs be appointed to the Tipton County Development Council.

Motion was made by Alderman Wallace and seconded by Alderman Richardson to approve the appointment of Cyndi Timbs to the Tipton County Development Council.  
Motion passed.

Mayor Hensley reported the Finance & Administration Committee Meeting will be cancelled on July 18, 2023.

Attorney Witherington presented the PILOT Agreement with Glendale Commons for approval. This agreement requires an annual payment of \$9,954.00 which will be divided equally with Tipton County. Glendale owes \$135,925.00 in back payments for the years 2009 through 2023 which also will be divided equally with Tipton County (See Attached).

Motion was made by Alderman Sullivan and seconded by Alderman Morris to approve the PILOT Agreement with Glendale Commons.  
 Motion passed.

Attorney Witherington presented the lease agreement with the Tipton County Board of Education for the lease of the property known as “Baltzer Field” for approval (See Attached).

Motion was made by Alderman Sullivan and seconded by Alderman Richardson to approve the lease agreement with the Tipton County Board of Education.  
 Motion passed.

Motion was made by Alderman Wallace and seconded by Alderman Morris to bring the Polices/Procedures for the CDBG Blight Grant that was approved on June 13, 2023 back for discussion at the Finance & Administration Committee Meeting. Alderman Wallace voiced his concern about liens not being placed on the property if the property owner places them under this grant for demolition. If property owners do not agree to have the property demolished, liens will be placed on their properties for the rules of the Slum Clearance Ordinance will be enforced. Alderman Morris withdrew his second.

Public Works Director Gray presented the bid for approval on the James Avenue Road Improvement Project. A2H reviewed the bids and recommended Ford Construction Company of Dyersburg, TN be awarded the contract in the total bid amount of \$472,439.80 (See Attached).

Motion was made by Alderman Sullivan and seconded by Alderman Morris to approve the bid from Ford Construction Company in the amount of \$472,439.80 for the James Avenue Road Improvement Project.  
 Motion passed.

Mayor Hensley presented the Resolution allowing administrative approval for minor subdivisions of two lots or less for approval (See Attached).

Motion was made by Alderman Sullivan and seconded by Alderman Morris to approve the Resolution allowing administrative approval for minor subdivisions of two lots or less.  
 Motion passed.

The following bills over/under \$1000.00 were presented for approval:

A T & T CAPITAL SERIVCES INC	VARIOUS	AVAYA EQUIP & SERVICES W/ALL ATTACH	45,424.89
A2H	CODES	PROFESSIONAL SERVICES	2,062.50
A2H	SEWER	PROFESSIONAL SERVICES	32,500.00
AMERICAN EXPRESS	VARIOUS	MISCELLANEOUS PURCHASES	1,837.31
BEST WADE PETROLEUM	WWTP	LUBE OIL / DELIVERY FEE / REGULATORY	4,641.15
BFI NORTH SHELBY LANDFILL	WWTP	SLUDGE REMOVAL	4,244.46
BNY MELLON	BIOMASS	INTEREST PYMT ON BOND	5,897.08
BOB AUSTILL CONCRETE	STREET	SIDEWALK REPAIR	2,592.00
BROOKS-JEFFREY MARKETING	BOARD	WEB HOSTING PKGS 07/23 - 06/24	2,995.00

CADENCE BANK - BUSINESSCARD	VARIOUS	MISCELLANEOUS PURCHASES	1,234.15
COVINGTON ELECTRIC	ALL	ELECTRIC SERVICE	41,858.73
COVINGTON GRANITE	MUSEUM	MONUMENT REPAIR	3,000.00
DON BASKIN TRUCK SALES LLC	STREET	2022 MACK MD DUMP	90,000.00
DUDLEY'S FIRE CONSULTANTS	FIRE	PUMP TEST (5)	1,000.00
ESO SOLUTIONS INC	FIRE	EMERGENCY REPORTING FIRE PKG	6,073.60
FRANK BALTON & CO	WWTP	SIGN	1,498.00
FRANK BALTON & CO	WWTP	REMOVE EXISTING LETTERS FROM WALL	3,160.00
G & C SUPPLY CO	WATER	MATERIAL / SUPPLIES	5,494.08
G & C SUPPLY CO	WATER	MATERIAL / SUPPLIES	8,220.00
G & C SUPPLY CO	WATER	MATERIAL / SUPPLIES	2,268.25
G & C SUPPLY CO	WATER	MATERIAL / SUPPLIES	2,778.00
HEARN TRAFFIC LIGHT SERVICE	STREET	TRAFFIC LIGHT MAINTENANCE	1,800.00
JOHN DEERE FINANCIAL	STREET	EQUIPMENT PAYMENT	21,119.02
LOCAL GOVERNMENT CORP	GENERAL	EQUIPMENT	63,798.52
MAXWELL PAINTING & REPAIR	SEWER	REPLACE (9) WINDOWS	12,000.00
MFAC, LLC	PARKS/REC	GYM EQUIPMENT	4,821.00
POLYDYNE INC	WWTP	SUPPLIES	6,148.08
REPUBLIC SERVICES	SEWER	CONTRACTED SERVICES	92,999.51
ROGERS HYDRANT SERVICE	WATER	FLOW TESTING HYDRANTS	10,850.00
RUSS JONES	PARKS & REC	BALL FIELD MAINTENANCE	1,426.00
SULLIVAN NAT GAS SERVICE	GAS	MERCURY VOLUME CORRECTOR	2,514.88
SUNBELT RENTALS	PARKS/REC	BBQ FEST LIGHTS	1,587.40
TEMPLE, INC	STREET	STREETLIGHTS	7,415.00
THE LEADER	VARIOUS	VARIOUS ADS	2,845.50
TIPTON CO BOARD OF ED	POLICE	2012 FORD EXPLORER XLT	5,000.00
TIPTON CO E911	POLICE	QUARTERLY USER FEE	40,681.77
TN ELEC COOP ASSOC	GAS/WT/SWR	J T & S PUBLIC WORKS DUES	3,000.00
VECTOR SOLUTIONS	FIRE	MEMBERSHIP / MNAINTENANCE	3,924.79
WALMART	VARIOUS	MISCELLANEOUS PURCHASES	3,539.79
WASCON INC	SEWER	AMGP PUMP	1,994.43
WILSON CO MOTORS	WATER	2023 CHEVY SILVERADO	35,814.40
WOOTEN OIL CO	INV	LOAD OF DIESEL	2,483.10
YATES & SONS HARDWARE	STREET	CULVERTS	2,026.65
		<b>TOTAL</b>	<b>\$ 596,569.04</b>

Motion was made by Alderman Wallace and seconded by Alderman Richardson that the preceding bills over/under \$1000.00 be paid when properly approved.  
Motion passed.

There being no further business, the meeting adjourned at 6:11 p.m.

Attest:

\_\_\_\_\_  
Recorder-Treasurer

\_\_\_\_\_  
Mayor

The General Welfare – Public Relations Committee met at City of Covington on July 11, 2023, at 4:00 p.m. with the following members present: Mayor Jan Hensley, Alderman Danny Wallace, and Alderman Jeff Morris. Also, present were Alderman Chris Richardson, Alderman C H Sullivan, Alderwoman Jean Johnson, Parks and Recreation Director Molly Glass, Airport Director Robin Anderson, Public Works Director David Gray, Police Chief Donna Turner, Fire Chief Richard Griggs, Assistant to the Mayor Jason Fleming, and Recorder-Treasurer Tina Dunn.

Due to the absence of Chairman Alderman Edwards, Mayor Hensley called meeting to order.

Airport Director Anderson reported the total fuel sales of 9,477 gallons for the month of June. The Airport Layout Plan Project forecast and survey is currently with the FAA. This is a two-year contract. The ACIP Project is currently in progress.

Motion was made by Alderman Morris and seconded by Mayor Hensley to accept the airport report from Director Anderson.

Motion passed.

Park and Recreation Director Glass reported the veteran of the month for July is Ronald Dale Boling. and will be recognized on July 11, 2023. The museum had 620 visitors for the month. Covington Granite Works repaired the Veteran's Memorial. Living History Day will be on September 9<sup>th</sup>. The Garden Series will be in the month of October.

Motion was made by Alderman Morris and seconded by Mayor Hensley to accept the museum report from Park and Recreation Director Glass.

Motion passed.

Parks and Recreation Director Glass gave an update on current recreational and sports happenings. Signups are being accepted for the Fall Flag Football. Swim Team Tryouts will be on Tuesday, July 25<sup>th</sup>, and on Saturday, July 29<sup>th</sup>. The Special Events Committee Meeting did not meet this month. Work has begun at the Mueller Brass Sportsplex Complex. Director Glass will begin gathering estimates on repair/replace for the lighting, concession stand building, and fencing.

Motion was made by Alderman Wallace and seconded by Mayor Hensley to accept the park and recreation report from Director Glass.

Motion passed.

There being no further business, the meeting adjourned at 4:17 p.m.

# INTER-LOCAL AGREEMENT FOR THE TIPTON COUNTY COMMUNITY DEVELOPMENT COUNCIL

This Agreement is entered into by and between the County of Tipton and the City of Covington, Tennessee

Whereas, in enacting the Acts of 1998, Public Chapter 1101, commonly referred to as the Growth Policy Legislation, the Tennessee General Assembly intended that local governments engage in long-term planning and that such planning be accomplished through regular communication and cooperation among local governments, the agencies attached to them, and the agencies that serve them; and

Whereas, the parties to this Agreement have determined that it is altogether fitting and proper to reach an agreement to encourage strong growth and quality industrial and community development; and

Whereas, pursuant to Tennessee Code Annotated, Section 5-1-113, and Section 12-9-101, et seq., inter-local agreements between local governments are authorized,

Now Therefore Be It Resolved, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. CREATION AND PURPOSE. The Tipton County Community Development Council is hereby created. The purpose of the Council is to establish and operate an entity that markets Tipton County and the City of Covington for economic and community development and promotes this defined region to the attention of prospective industrial, retail, commercial, and residential interests.

Section 2. BOARD OF DIRECTORS. The Council shall have a Board of Directors (the "Board") and the Board is hereby authorized to foster communication, administer funds, develop and set policies, and govern the affairs of the Council, relative to economic and community development matters.

Section 3. BOARD MEMBERSHIP. The Board of Directors shall consist of seven (7) members. The Tipton County Executive and the City of Covington Mayor are both board members by virtue of their respective offices and their terms on the Board shall coincide with their respective terms of office. The Tipton County Executive shall appoint four (4) members to the Board and the Mayor of Covington shall appoint one (1) member to the Board. The total membership of the Board shall, therefore, consist of seven (7) members. The four Board

members appointed by the Tipton County Executive shall serve staggered terms. Two appointees shall have a two-year term and two appointees shall have a three-year term. The appointee of the City of Covington shall serve a two-year term. After the initial term, each appointee shall be appointed to four-year terms. Each Board member in good standing shall have one vote and shall have an equal vote in the business of the Council as long as that member's local government funding and contribution has been paid in full. The Board may appoint ex-officio members to serve in a non-voting capacity. Ex-officio board members shall be appointed for one-year terms.

Section 4. OFFICERS. At the first official Board of Directors meeting, the Board shall elect from its membership a Chairman, Vice-Chairman, and a Secretary/Treasurer. After this first initial Board meeting, the Board will elect officers after January 1<sup>st</sup> each year.

Section 5. CHIEF EXECUTIVE OFFICER. The Board shall employ a Chief Executive Officer/President of the Council. The Board shall approve the terms and conditions of the CEO's employment and shall enter into a contract for employment. The CEO shall have the authority to hire clerical support for his/her office contingent on funding being provided in the budget. The Chief Executive Officer shall be in charge of all activities of the Board relating to retail, commercial, and industrial recruitment, subject to the supervision of the Chairman of the Board of Directors. The Chief Executive Officer shall supervise the personnel of the Council, if any. The Chief Executive Officer shall follow the budget and policies of the Board and may be disciplined or dismissed by the Board of Directors and under the terms of the Employment Contract.

Section 6. EMPLOYEE BENEFITS. The full-time employees shall be eligible to participate in any and all benefit programs and arrangements now in effect or hereafter adopted and generally made available by Tipton County to its full-time employees, in accordance with the policies, practices, and procedures of Tipton County as in effect from time to time, and pension plans, disability plans, contributory and non-contributory welfare and benefit plans, medical, death benefit and life insurance plans for which they shall be eligible, or may be eligible for during their employment. TCCDC and Tipton County shall have the right to terminate or amend any benefit program, arrangement, or plan at any time and from time to time.

Section 7. POWERS AND DUTIES. In addition to the powers and duties described above, the Board shall determine the policies for the Council except limited by this agreement or law. The Board shall have the following powers and duties that may be delegated by express written direction of the Board.

- a. To contract, receive and expend funds



- b. To employ and pay compensation to such employees and agents, including attorney fees and accountants, as the Board shall deem necessary for the management of the Council's affairs
- c. To purchase insurance or otherwise provide for the risk of loss
- d. To seek and employ legal counsel
- e. To seek and employ consultants to provide information and data critical to economic and community development projects and marketing strategies
- f. The Board shall approve an annual budget for the Council
- g. The Board shall adopt policies and procedures for proper accounting

Section 8. MEETINGS AND PROCEDURES. The Chair or a majority of the voting members of the Board, by petition, may call a special meeting of the Board of Directors upon a two business days notice. The Council shall meet a minimum of four times annually.

Section 9. VOTING. Each Board member in good standing shall have one vote and shall have an equal vote in the business of the Council. A majority of members present at the meeting shall be necessary to approve any matter before the Council, unless a different requirement is otherwise stated in this Agreement.

Section 10. QUORUM. A majority of the entire voting members of the Board shall constitute a quorum.

Section 11. COMPENSATION. The members of the Board shall serve without compensation. Travel expenses of the Board may be reimbursed as provided for in the Tipton County Travel Regulations.

Section 12. FUNDING AND CONTRIBUTION OF PARTICIPATING ENTITIES. The participating entities have agreed, subject to the approval of their Boards, to appropriate the following minimum sums on an annual basis:

Tipton County	\$400,000
City of Covington	\$50,000

\*\*Either participating entity may provide funding greater than the above amounts, but, the above amounts are the minimum funding requirement of the respective local governments.

In addition to the foregoing, the Council may receive grants or other contributions of funds from the State of Tennessee, the federal government, any other governmental entity, any non-profit organization, and any for-profit entity or individual.

Section 13. FINANCIAL MATTERS. The financial affairs of the Council shall be conducted in accordance with state law and the procedures as established by the Comptroller of the Treasury. The Board may establish such bank accounts for the Council as the Board deems appropriate and consistent with state law. The Board shall cause an annual budget to be prepared before

July 1 of each year and shall adopt a budget for the Council by September 1 each year. The budget will be for a fiscal year that shall commence on July 1 and end the following June 30th. An annual audit shall be made for the purpose of ascertaining errors or irregularities and to clearly show the financial position of the Council.

Section 14. LIABILITIES. In the event that any judgment or claim has been levied against the Council, or any of the entities that are parties to this agreement, based on the activities of the Council, and said liability cannot be satisfied by insurance proceeds or any funds earmarked to cover risks of loss, then each of the governments that are a party to this Agreement shall contribute to the satisfaction of any claim or judgment for which the Council or its entities are legally liable. Each local government that is a party to this Agreement shall contribute to the satisfaction of such claim based upon the percentage contribution in the year in which the claim arose. An entity shall only be liable for a contribution under this section if the entity is a party to the Agreement at the time the claim arose.

Section 15. DURATION AND TERMINATION OF THE AGREEMENT. The duration of this agreement is perpetual. As long as there are only two local government entities involved in this interlocal agreement, the withdrawal of either party terminates the agreement. However, the remaining party reserves the right to negotiate and recruit another local government entity or entities to continue the work of the Council. Upon withdrawal by a local government, the assets and contributions remain with this organization if the organization continues with another local government entity.

Section 16. ADDITION OF PARTIES. Any county or city located within West Tennessee that is not a party to this Agreement may apply to be considered for membership. The Board may approve or decline membership. Upon approval of the Board and approval of this Agreement by the applying entity, the entity shall become a part of this Agreement and shall make a contribution of funds as determined by the Board. Additional entities that are approved for membership shall have their first-year contribution pro-rated based on when membership became official during the fiscal year. Approval of addition parties to this Agreement requires a two-thirds majority vote of the entire membership of the Council for passage.

Section 17. MODIFICATION. Any modification of this Agreement must be in writing and approved by a two-thirds vote of the total membership of the Council.

Section 18. SEVERABILITY. If any provision of this Agreement is adjudged to be invalid, such invalidity shall not impair the remaining provisions of this Agreement that may be given effect.

Section 19. IN-LIEU-OF-TAX-AGREEMENT. Each of the participating entities is authorized to enter into in-lieu-of tax agreements through the utilization of their respective industrial development boards.

Section 20. WORKING WITH INDUSTRIAL DEVELOPMENT BOARDS. It is anticipated by the parties that the Council will work in conjunction with the Tipton County Industrial Development Board and the Covington Industrial Development Board.

Section 21. EFFECTIVE DATE. This Agreement shall take effect after it is approved by each of the entities which are parties hereto and upon execution of the Agreement by the appropriate representatives as designated by each entity, signing as set forth below. This Agreement supersedes any other inter-local agreement that may have been in effect prior to the enactment and adoption of this Agreement.

\_\_\_\_\_  
Tipton County Executive

DATE: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Covington

\_\_\_\_\_  
Date

Final Document Revision 6/9/23

