

**Monday, July 13, 2020**

**BOARD OF MAYOR AND ALDERMEN – REGULAR MEETING**

**6:00 PM**

1. Prayer
2. Pledge Of Allegiance
3. Roll Call
4. Approval Of Agenda
5. Approve Minutes Of June 8, 2020 And June 29, 2020

Documents:

[BMA MINUTES 6-8-2020.PDF](#)  
[BMA MINUTES 6-29-20.PDF](#)

6. Public Comments
7. Consideration Of Ordinance 2020-12 Amending The Official Zoning Map For The City Of Millington, Tennessee, To Change The Zoning From A, Agricultural, To B-2, General Commercial – First Reading

Documents:

[ORDINANCE 2020-12 COMMERCE PLACE REZONING.PDF](#)

8. Consideration Of Ordinance 2020-13 Amending FY21 Budget For Two Funds Of The Millington Municipal Schools – First Reading

Documents:

[ORDINANCE 2020-13 AMENDING FY21 BUDGETS FOR SCHOOLS.PDF](#)

9. Consideration Of Resolution 34-2020 Approving Participation Agreement With The National Purchasing Cooperative

Documents:

[RESOLUTION 34-2020 BUYBOARD PARTICIPATION.PDF](#)  
[INTERLOCAL\\_PARTICIPATION\\_AGREEMENT\\_2018.PDF](#)  
[MEMBER ADVANTAGES - THE NATIONAL PURCHASING COOPERATIVE DBA BUYBOARD.PDF](#)

10. Consideration Of Resolution 35-2020 Approving Award Of Request For Proposals 2020-4, Body Worn Cameras, Equipment, Hosting, And Support

Documents:

[RESOLUTION 35-2020 AWARD OF RFP FOR BODY CAMERAS.PDF](#)

11. Consideration Of Resolution 36-2020 Accepting Grant Provided In FY21 State Budget And Authorizing Mayor To Execute Letter Of Agreement

Documents:

[RESOLUTION 36-2020 STATE GRANT APPROVAL.PDF](#)  
[CONTRACT FOR RES 36-2020.PDF](#)

12. Consideration Of Resolution 37-2020 Authorizing Service Agreement With University Of Memphis For Maintaining Wellhead Protection Plan

Documents:

[RESOLUTION 37-2020 AGREEMENT FOR WELLHEAD PROTECTION PLAN.PDF](#)

13. Consideration Of Resolution 38-2020 Authorizing The City Of Millington To Participate In The "Safety Partners" Matching Grant Program Through Public Entity Partners

Documents:

[RESOLUTION 38-2020 SAFETY PARTNERS MATCHING GRANT PROGRAM.PDF](#)

14. Consideration Of Resolution 39-2020 Approving Award Of Bid 2020-8 Intersection Improvements Project For Raleigh-Millington Road At TN-385

Documents:

[RESOLUTION 39-2020 AWARD CONSTRUCTION OF RALEIGH MILLINGTON AT 385.PDF](#)

15. Board Reports

16. Adjourn

**ADA NOTICE**

**The City seeks to meet the needs of all individuals with disabilities. Should you need an accommodation to attend, speak or hear at this meeting, please call City Hall at 901.873.5701 at least eight (8) working hours in advance of the meeting.**

CITY OF MILLINGTON BOARD OF MAYOR AND ALDERMEN  
MINUTES OF REGULAR MEETING  
June 8, 2020

Call to Order, Prayer, and Pledge of Allegiance

The Board of Mayor and Aldermen of the City of Millington, TN met in regular session at Millington City Hall Chambers on Monday, June 8, 2020. The meeting was called to order at 6:19 pm, and Mr. McGhee led everyone in prayer, followed by the Pledge of Allegiance.

Roll Call and Quorum Determination

The following Board members were present:

Mayor Terry Jones  
Bethany Huffman  
Al Bell  
Jon Crisp  
Larry Dagen  
Thomas McGhee  
Don Lowry  
Mike Caruthers

A quorum being present, the following proceedings were held:

4. Approval of Agenda

Approve Agenda  
Motion: Huffman  
Second : Lowry  
Vote: unanimous consent to approve

5. Approve Minutes of May 11, 2020 and June 1, 2020

Approve Minutes  
Motion: Lowry  
Second : Bell  
Vote: unanimous consent to approve

6. Public Comments

Close Public Comments  
Motion: Caruthers  
Second : Crisp  
Vote: unanimous consent to close

7. Public Hearing - Ordinance 2020-7 Amending Chapter 4, Title 7 of the City of Millington Municipal Code Regarding the Sale of Fireworks

Close Public Hearing  
Motion: Huffman  
Second: Caruthers  
Vote: unanimous consent to close

8. Consideration of Ordinance 2020-7 Amending Chapter 4, Title 7 of the City of Millington Municipal Code Regarding the Sale of Fireworks - Final Reading

Approve Ordinance 2020-7  
Motion: Bell  
Second: Lowry  
Vote: unanimous vote to approve

9. Public Hearing - Ordinance 2020-8 Amending the FY20 Budget for All Funds of the Millington Municipal Schools

Close Public Hearing  
Motion: McGhee  
Second: Crisp  
Vote: unanimous consent to close

10. Consideration of Ordinance 2020-8 Amending the FY20 Budget for All Funds of the Millington Municipal Schools- Final Reading

This is a substitute ordinance as additional information was received from the school board after first reading.

Approve Ordinance 2020-7  
Motion: Crisp  
Second: McGhee  
Vote: unanimous vote to approve

11. Consideration of Ordinance 2020-9 Adopting the Fiscal Year 2021 Operating and Capital Improvement Budgets for the City of Millington and to Establish Budget Related Procedures and Controls - First Reading
  - Approve Ordinance 2020-9
  - Motion: Huffman
  - Second: Lowry
  - Vote: unanimous vote to approve

A work session will be held Thursday, June 25<sup>th</sup> at 4:30 pm. By then it is hoped to have additional revenue numbers from the state to help do a better projection.
12. Consideration of Ordinance 2020-10 Levying and Assessing a Tax Rate for Ad Valorem Taxes Upon Real Property and Personal Property in the City of Millington for Tax Year 2020 (FY21) - First Reading
  - Approve Ordinance 2020-10
  - Motion: Lowry
  - Second: Caruthers
  - Vote: unanimous vote to approve

The tax rate remains the same at \$1.53.
13. Consideration of Ordinance 2020-11 Repealing and Replacing Chapter 20 of Title 14 of City Code on Stormwater Management and Pollution Control - First Reading
 

Kimley Horn has reviewed the stormwater ordinance, and changes have been made to meet with requirements and changes with federal regulations and TDEC.

  - Approve Ordinance 2020-11
  - Motion: McGhee
  - Second: Crisp
  - Vote: unanimous vote to approve
14. Consideration of Resolution 28-2020 Approving Services Agreement Between the City of Millington and the Memphis and Shelby County Office of Construction Code Enforcement
  - Approve Resolution 28-2020
  - Motion: Crisp
  - Second: Lowry
  - Vote: unanimous consent to approve
15. Consideration of Resolution 29-2020 Approving a Revised Internal Control Manual
  - Approve Resolution 29-2020
  - Motion: Lowry
  - Second: McGhee
  - Vote: unanimous consent to approve
16. Consideration of Resolution 30-2020 Declaring Two Parcels of Land on West Side of Church Street at Buford Avenue as Surplus
  - Approve Resolution 30-2020
  - Motion: Caruthers
  - Second: Crisp
  - Vote: unanimous consent to approve
17. Consideration of Resolution 31-2020 Approving Sale of Surplus Property at 7743 Church Street
  - Approve Resolution 31-2020
  - Motion: Huffman
  - Second: Crisp
  - Vote: unanimous consent to approve

#### Board Reports

Work session is Thursday, June 25<sup>th</sup> at 4:30 and a called meeting on Monday, June 29<sup>th</sup> at 6:00 pm.

#### Adjourn

There being no further business, the meeting was adjourned at 6:52 pm.

These minutes are approved as of the 13<sup>th</sup> day of July, 2020.

---

Terry G. Jones, Mayor

---

Karen Findley, City Clerk

CITY OF MILLINGTON BOARD OF MAYOR AND ALDERMEN  
MINUTES OF CALLED MEETING  
June 29, 2020

Call to Order, Prayer, and Pledge of Allegiance

The Board of Mayor and Aldermen of the City of Millington, TN met in called session at Millington City Hall Chambers on Monday, June 29, 2020. The meeting was called to order at 6:00 pm, and Mr. McGhee led everyone in prayer, followed by the Pledge of Allegiance.

Roll Call and Quorum Determination

The following Board members were present:

Mayor Terry Jones  
Bethany Huffman  
Al Bell  
Jon Crisp  
Larry Dagen  
Thomas McGhee  
Don Lowry  
Mike Caruthers

A quorum being present, the following proceedings were held:

4. Approval of Agenda  
Approve Agenda  
Motion: Caruthers  
Second : Lowry  
Vote: unanimous consent to approve
5. Public Hearing - Ordinance 2020-9 Adopting the Fiscal Year 2021 Operating and Capital Improvement Budgets for the City of Millington and to Establish Budget Related Procedures and Controls  
Close Public Hearing  
Motion: Huffman  
Second: Bell  
Vote: unanimous consent to close
6. Consideration of Ordinance 2020-9 Adopting the Fiscal Year 2021 Operating and Capital Improvement Budgets for the City of Millington and to Establish Budget Related Procedures and Controls - Final Reading  
Approve Ordinance 2020-9  
Motion: Bell  
Second: McGhee  
Vote: unanimous vote to approve
7. Public Hearing - Ordinance 2020-10 Levying and Assessing a Tax Rate for Ad Valorem Taxes Upon Real Property and Personal Property in the City of Millington for Tax Year 2020 (FY21)  
Close Public Hearing  
Motion: Caruthers  
Second: McGhee  
Vote: unanimous consent to close
8. Consideration of Ordinance 2020-10 Levying and Assessing a Tax Rate for Ad Valorem Taxes Upon Real Property and Personal Property in the City of Millington for Tax Year 2020 (FY21) - Final Reading  
Approve Ordinance 2020-10  
Motion: Huffman  
Second: Lowry  
Vote: unanimous vote to approve
9. Public Hearing - Ordinance 2020-11 Repealing and Replacing Chapter 20 of Title 14 of City Code on Stormwater Management and Pollution Control  
Close Public Hearing  
Motion: McGhee  
Second: Crisp  
Vote: unanimous consent to close
10. Consideration of Ordinance 2020-11 Repealing and Replacing Chapter 20 of Title 14 of City Code on Stormwater Management and Pollution Control - Final Reading  
Approve Ordinance 2020-11  
Motion: Lowry  
Second: Caruthers  
Vote: unanimous vote to approve

11. Consideration of Resolution 32-2020 Authorizing Terry Jones, in his Capacity as Mayor of the City of Millington, Tennessee, to Enter into a Memorandum of Understanding between Shelby County Government and the City of Millington for the Transfer and Spending of Cares Act Funding

Approve Resolution 32-2020

Motion: Lowry

Second: Bell

Vote: unanimous consent to approve

12. Consideration of Resolution 33-2020 Approving FY21 Agreement for Emergency Call Processing and Dispatching Services

Approve Resolution 33-2020

Motion: McGhee

Second: Caruthers

Vote: unanimous consent to approve

Adjourn

There being no further business, the meeting was adjourned at 6:11 pm.

These minutes are approved as of the 13<sup>th</sup> day of July, 2020.

---

Terry G. Jones, Mayor

---

Karen Findley, City Clerk

ORDINANCE 2020-12

ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF  
MILLINGTON, TENNESSEE TO CHANGE THE ZONING FROM A, AGRICULTURAL  
TO B-2, GENERAL COMMERCIAL

WHEREAS, The Tennessee Code Annotated Statutes, as amended, Title 13, grants municipalities and counties the authority to provide for the planning, and;

WHEREAS, the Planning Commission approved a Proposed Zoning Plan and adopted Resolution 2019-1 which recommended the Board of Mayor and Aldermen adopt the Proposed Zoning Map as the Official Zoning Map of the City of Millington, Tennessee, and;

WHEREAS, a Public Hearing was held at the Board of Mayor and Aldermen meeting on March 11, 2019 and the Proposed Zoning Plan was adopted as the Official Zoning Map by the Board of Mayor and Aldermen at their meeting on May 13, 2019, and;

WHEREAS, a request to rezone 9.887 acres of land located on the east side U. S. Highway 51, north of Highway 385 (as further described in Attachment A) from A, Agricultural to B-2, General Commercial zone district was recommended for approval by the Planning Commission at their meeting on June 15, 2020.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the 9.887-acre property as described in Attachment A, be rezoned from A, Agricultural to B-2 General Commercial District. The existing FP, Floodplain Overlay Zone shall not change and shall remain in effect on this property.

BE IT FURTHER ORDAINED that this ordinance shall take effect upon its final passage, the public welfare requiring it.

Public Hearing:

First Reading: July 13, 2020

Final Reading:

\_\_\_\_\_  
Terry G. Jones, Mayor

\_\_\_\_\_  
Karen Findley, City Clerk

## ATTACHMENT A

A tract of land situated in Millington, Shelby County, Tennessee being part of the John Carey Parham and wife Phyllis Ann Parham of record in Instrument Number 18130912 in the Shelby County Register's Office and being more particularly described as follows:

Commencing at a point in the east line of U.S. Highway 51 (R.O.W. varies) being the northwest corner of said Parham property; thence South 42 degrees 26 minutes 41 seconds West along said east line a distance of 60 feet, more or less, to the south line of the floodway limit of Big Creek, being the POINT OF BEGINNING;

thence across said Parham property along a severance line the following calls:

Eastwardly along said floodway limit a distance of 126 feet, more or less, to a point;

South 34 degrees 33 minutes 50 seconds West a distance of 96 feet, more or less, to a point;

South 10 degrees 54 minutes 01 seconds West a distance of 54.66 feet to a point;

South 23 degrees 22 minutes 40 seconds East a distance of 104.25 feet to a point;

South 50 degrees 38 minutes 19 seconds East a distance of 122.30 feet to a point;

South 67 degrees 16 minutes 20 seconds East a distance of 67.01 feet to a point;

South 27 degrees 40 minutes 47 seconds West a distance of 205.03 feet to a point;

South 85 degrees 50 minutes 07 seconds West a distance of 53.81 feet to a point on a curve;

Southwestwardly along a non-tangent curve to the right having a radius of 60.00 feet, a central angle of 89 degrees 03 minutes 15 seconds, a chord bearing of South 40 degrees 21 minutes 44 seconds West, a chord length of 84.50 feet, a distance along its arc of 93.26 feet to a point;

South 05 degrees 06 minutes 38 seconds East a distance of 94.50 feet to a point;

South 36 degrees 24 minutes 45 seconds West a distance of 321.72 feet to a point in the north line of Interstate 385 (R.O.W. varies);

thence North 73 degrees 03 minutes 11 seconds West along said north line a distance of 196.10 feet to a point;

thence North 67 degrees 19 minutes 21 seconds West along said north line a distance of 207.52 feet to a point;

thence North 52 degrees 04 minutes 23 seconds West along said north line a distance of 199.29 feet to a point in the east line of U.S. Highway 51;

thence North 43 degrees 26 minutes 41 seconds East along said east line a distance of 969 feet, more or less, to the POINT OF BEGINNING and containing 430,661 square feet or 9.887 acres of land, more or less.

ORDINANCE 2020-13

AN ORDINANCE TO AMEND THE FY21 BUDGET FOR TWO FUNDS OF  
THE MILLINGTON MUNICIPAL SCHOOLS

WHEREAS, The Board of Mayor and Aldermen of the City of Millington, Tennessee, adopted the FY21 Budget for all Funds by Ordinance 2020-9; and

WHEREAS, The FY21 Budget adopted for the Millington Municipal School Board included four funds: General Purpose School Fund, School Federal Projects Fund, School Cafeteria Fund and School Capital Projects Fund; and

WHEREAS, Section 9.06 of the Millington Charter requires the adoption of the budget and amendments to the budget (appropriations) to be by ordinance which must be approved at two separate meetings of the Board of Mayor and Aldermen; and

WHEREAS, The Millington Municipal School Board adopted amendments to the budgets of two of its funds at its meeting on July 6, 2020; and

WHEREAS, The first item included in their amendments was the operating transfer from the General Purpose School Fund to the Federal Projects Fund to eliminate a cash deficit during the fiscal year which is not allowed by the Comptroller; and

WHEREAS, The second item included in their amendments was the transfer to the General Purpose School Fund for indirect costs that had been omitted from the budget; and

WHEREAS, That later item was included in the budget submitted by the schools and included in Ordinance 2020-9 adopted by the Board of Mayor and Aldermen and is therefore not reapproved in this ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, the FY21 Millington Municipal School Board Budget is amended per their request by Increasing Operating Transfers to the Federal Projects Fund in the General Purpose School Fund by \$100,000.00

BE IT FURTHER ORDAINED, That this Ordinance shall take effect upon its second and final passage.

Public Hearing:  
First Reading: July 13, 2020  
Final Reading:

---

Terry Jones, Mayor

---

Karen Findley, City Clerk

RESOLUTION 34-2020

RESOLUTION AUTHORIZING INTERLOCAL PARTICIPATION AGREEMENT WITH  
THE NATIONAL PURCHASING COOPERATIVE

WHEREAS, The City of Millington is requesting approval to enter into an Interlocal Participation Agreement for Cooperative Purchasing through The National Purchasing Cooperative, which does business as BuyBoard, to utilize their bid prices where it is advantageous to the City; and

WHEREAS, T.C.A. § 12-3-1205 includes provisions allowing local governments to participate in cooperative purchasing agreements with one or more governmental entities inside or outside this state.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen, that the Interlocal Participation Agreement for Cooperative Purchasing through The National Purchasing Cooperative is approved.

BE IT FURTHER RESOLVED that the Finance and Administration Director is authorized to electronically execute the Interlocal Participation Agreement electronically on the web site for The National Purchasing Cooperative, which does business as BuyBoard.

This Resolution is adopted this 13<sup>th</sup> day of July 2020.

---

Terry G. Jones, Mayor

---

Karen Findley, City Clerk



## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
- (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
  - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.
4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### **III. GENERAL PROVISIONS**

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
  - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
  - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director, Member & Leadership Services  
National School Boards Association  
On behalf of the National Purchasing Cooperative

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

# The National Purchasing Cooperative DBA BuyBoard

## Member Advantages

### Compliance and transparency

Contracts and vendors awarded through BuyBoard have been competitively procured, to assist members with compliance with local and state procurement requirements and a documented audit trail. Transparency in the procurement process is treated with a high degree of focus and is of paramount importance. All vendors are treated on equal terms and are on the same plane of competition.

### Value and choice

With a wide range of contracts available, members will find almost everything needed to support their organization. The BuyBoard philosophy has always been that members know best which products they need, and the choice of vendor is their decision to make.

### Efficiency and cost savings

Because a competitive procurement process has been completed by the Cooperative, members may save time and resources that would have been spent on preparing and conducting a formal RFP. Besides reducing administrative costs, members achieve additional savings through competitive pricing.

### Request for Quotes (RFQ) application

BuyBoard's RFQ functionality allows members to request pricing on volume needs from multiple vendors. This convenient and efficient process can be finalized in a matter of days, versus weeks or months, for a typical formal bid/proposal process.

### Member governed

The BuyBoard National Purchasing Cooperative is governed by an nine-member board of directors composed of participating members. The board's only function is to govern the Cooperative and award all contracts directly with no delegation of authority to staff.

### Support of public education and local governments

BuyBoard was created to support and serve public schools, municipalities, counties, and all types of local government agencies and nonprofits. That support and service is evidenced in the list of organizations that sponsor the program and in turn support their respective membership. Purchasing through the BuyBoard means your agency is helping to support the statewide organizations that support you.

RESOLUTION 35-2020

RESOLUTION APPROVING AWARD OF REQUEST FOR PROPOSALS 2020-4,  
BODY WORN CAMERAS, EQUIPMENT, HOSTING AND SUPPORT

WHEREAS, The City was awarded a competitive grant for the Police Department from the US Department of Justice for acquisition of body cameras; and

Whereas, This Board approved applying for and accepting this grant by Resolution 31-2019 on May 13, 2019; and

Whereas, This grant provides for a 50/50 match on a maximum project cost of \$100,000.00 and therefore will only provide a portion of the funding for this project; and

Whereas, The City's DEA Drug Fund has budgeted adequate dollars in the FY21 budget for funding the balance of the project; and

Whereas, No General Fund dollars will be spent for this project during the first five years; and

WHEREAS, The Police Department has established policies and procedures related to the operation, retention and release of videos taken; and

WHEREAS, The Department of Justice and the Shelby County Attorney General have reviewed and approved these policies and procedures; and

WHEREAS, Request for Proposals # 2020-4 for Body Worn Cameras, Equipment, Hosting And Support, was issued, advertised in the paper and due on May 15, 2020 at 10:00 AM; and

WHEREAS, This project was issued as a Request for Proposals, instead of a Bid, because there are various functions and differences in how they are activated, as and as differences in hardware, storage and hosting options and each vendor approaches their solution in unique ways; and

WHEREAS, The Request for Proposals established the variables most important to the Police Department after multiple months of review; and

WHEREAS, The Request for Proposals was designed to cover all costs associated with the use of the cameras including related storage for a period of five (5) years; and

WHEREAS, The Police Department will provide a camera to twenty-eight (28) POST certified officers, which only excludes the Police Chief, the two Inspectors and the Lieutenant over investigations; and

WHEREAS, Proposals were received from four (4) companies; and

WHEREAS, Pileum Corporation, Inc. was selected as the vendor whose proposal addressed the most variables identified in the Request for Proposals and was the best fit for Millington; and

WHEREAS, Their proposal offered different features at two different price levels with the selected option priced at \$196,000 and that was negotiated down to \$178,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that Request for Proposals # 2020-4 for Body Worn Cameras, Equipment, Hosting And Support is awarded to Pileum Corporation, Inc. as the best proposal submitted.

BE IT FURTHER RESOLVED That the Mayor is hereby authorized to sign a contract and any related documents with Pileum Corporation, Inc., in the amount not to exceed \$178,500.00.

This Resolution is adopted as of the 13<sup>th</sup> day of July, 2020.

---

Terry G. Jones, Mayor

---

Karen Findley, City Clerk

RESOLUTION 36-2020

RESOLUTION ACCEPTING GRANT PROVIDED IN FY21 STATE BUDGET AND  
AUTHORIZING MAYOR TO EXECUTE LETTER OF AGREEMENT

WHEREAS, Public Chapter 760 section 11 of the 2020 Appropriations Act includes a direct grant to every county and every municipality in the State; and

WHEREAS, The only requirement for the funds is that the City execute a Letter of Agreement and spend the funds in the amount of \$265,802.00 for any legal purpose during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen, that the direct grant to the City in the amount of \$265,802.00 established by Public Chapter 760 section 11 of the 2020 Appropriations Act is accepted.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the required Letter of Agreement, a copy of which is attached hereto.

This Resolution is adopted this 13<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Terry G. Jones, Mayor

\_\_\_\_\_  
Karen Findley, City Clerk



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF ADMINISTRATION  
OFFICE OF BUSINESS AND FINANCE  
312 ROSA L. PARKS AVENUE  
WILLIAM R. SNODGRASS TENNESSEE TOWER  
NASHVILLE, TENNESSEE 37243-0294  
(615) 741-4100  
[OBF.Grants@tn.gov](mailto:OBF.Grants@tn.gov)**

**LETTER OF AGREEMENT:  
DIRECT APPROPRIATION GRANT  
FOR GOVERNMENTAL ENTITIES**

To: **City and County Executives**

From: **Commissioner Howard H. Eley**

Date: **July 7, 2020**

The State's budget for the fiscal year beginning July 1, 2020, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Public Chapter 760 Section 11, of the 2020 Appropriations Act reads as follows:

*SECTION 11. In addition to funds previously appropriated in Title 111-22, Item 10.33 – Grants to Cities and Title 111-22, Item 10.34 - Grants to Counties, in Section 1 of Chapter 651, Public Acts of 2020, there is appropriated the sum of \$10,500,000 to counties and municipalities to be distributed as grants and used for the same purposes provided in such previous appropriation and for the additional purpose and in the manner provided in this section. Notwithstanding any provisions of Title 111-22, Section 1, of Chapter 651, Public Acts of 2020 to the contrary, the grants made from the funds appropriated in this section and Title 111-22, Item 10.33 - Grants to Cities and Title 111-22, Item 10.34 - Grants to Counties, in Section 1 of Chapter 651, Public Acts of 2020, may be used for the purpose of offsetting the loss of local revenue or supplementing local revenue. Additionally, municipalities and counties shall not be required to file a plan of the use of the grant funds or resolution from the local governing body requesting use of the grant funds for any of the purposes provided in Title 111-22, Section 1, of Chapter 651, Public Acts of 2020, or in this section. Such grants are limited to a maximum payment of \$10,000,000 per municipality or county, with excess grant funds to municipalities and counties pooled separately and distributed to counties. Grants shall be distributed to municipalities and counties no later than July 31, 2020, and according to the following schedules:*

**County Appropriation**

1 Anderson \$ 1,370,764  
2 Bedford \$ 1,103,883  
3 Benton \$ 784,390  
4 Bledsoe \$ 1,191,517  
5 Blount \$ 1,904,325  
6 Bradley \$ 1,664,886  
7 Campbell \$ 1,011,936  
8 Cannon \$ 767,644  
9 Carroll \$ 899,491  
10 Carter \$ 1,174,998  
11 Cheatham \$ 1,020,260  
12 Chester \$ 795,009  
13 Claiborne \$ 935,823  
14 Clay \$ 1,123,076  
15 Cocke \$ 1,395,919  
16 Coffee \$ 1,168,668  
17 Crockett \$ 766,340  
18 Cumberland \$ 1,207,304  
19 Davidson \$ 0  
20 Decatur \$ 740,843  
21 DeKalb \$ 822,841  
22 Dickson \$ 1,146,748  
23 Dyer \$ 989,928  
24 Fayette \$ 1,020,922  
25 Fentress \$ 1,225,183  
26 Franklin \$ 1,034,370  
27 Gibson \$ 1,103,951  
28 Giles \$ 913,912  
29 Grainger \$ 852,082  
30 Greene \$ 1,298,852  
31 Grundy \$ 1,177,816  
32 Hamblen \$ 1,254,914  
33 Hamilton \$ 4,169,547  
34 Hancock \$ 1,111,717  
35 Hardeman \$ 1,293,286  
36 Hardin \$ 877,669  
37 Hawkins \$ 1,176,739  
38 Haywood \$ 795,584  
39 Henderson \$ 897,808  
40 Henry \$ 941,676  
41 Hickman \$ 870,734  
42 Houston \$ 707,361  
43 Humphreys \$ 806,777  
44 Jackson \$ 1,162,372  
45 Jefferson \$ 1,152,253  
46 Johnson \$ 799,890  
47 Knox \$ 5,151,760  
48 Lake \$ 1,120,099

49 Lauderdale \$ 1,299,169  
50 Lawrence \$ 1,052,303  
51 Lewis \$ 744,538  
52 Lincoln \$ 958,781  
53 Loudon \$ 1,142,935  
54 McMinn \$ 1,145,183  
55 McNairy \$ 1,299,237  
56 Macon \$ 862,974  
57 Madison \$ 1,576,177  
58 Marion \$ 904,889  
59 Marshall \$ 954,560  
60 Maury \$ 1,544,425  
61 Meigs \$ 746,677  
62 Monroe \$ 1,077,809  
63 Montgomery \$ 2,629,789  
64 Moore \$ 689,351  
65 Morgan \$ 1,257,877  
66 Obion \$ 921,341  
67 Overton \$ 841,608  
68 Perry \$ 1,126,449  
69 Pickett \$ 676,427  
70 Polk \$ 791,333  
71 Putnam \$ 1,393,723  
72 Rhea \$ 948,348  
73 Roane \$ 1,143,773  
74 Robertson \$ 1,317,572  
75 Rutherford \$ 3,786,436  
76 Scott \$ 1,262,352  
77 Sequatchie \$ 771,670  
78 Sevier \$ 1,578,968  
79 Shelby \$ 5,000,000  
80 Smith \$ 820,935  
81 Steward \$ 758,881  
82 Sullivan \$ 2,160,266  
83 Sumner \$ 2,446,959  
84 Tipton \$ 1,225,858  
85 Trousdale \$ 734,094  
86 Unicoi \$ 799,724  
87 Union \$ 818,464  
88 Van Buren \$ 683,069  
89 Warren \$ 1,024,529  
90 Washington \$ 1,877,659  
91 Wayne \$ 1,209,051  
92 Weakley \$ 951,954  
93 White \$ 890,613  
94 Williamson \$ 2,880,481  
95 Wilson \$ 1,994,531

**Total (Counties) \$ 119,627,610.00**



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DIVISION OF ADMINISTRATION  
OFFICE OF BUSINESS AND FINANCE  
312 ROSA L. PARKS AVENUE  
WILLIAM R. SNODGRASS TENNESSEE TOWER  
NASHVILLE, TENNESSEE 37243-0294  
(615) 741-4100**

[OBF.Grants@tn.gov](mailto:OBF.Grants@tn.gov)

**Municipality Appropriation**

1 Adams \$ 44,742	40 Burlison \$ 39,070
2 Adamsville \$ 77,932	41 Burns \$ 61,888
3 Alamo \$ 80,802	42 Byrdstown \$ 47,610
4 Alcoa \$ 261,696	43 Calhoun \$ 40,968
5 Alexandria \$ 52,090	44 Camden \$ 108,894
6 Algood \$ 127,520	45 Carthage \$ 80,272
7 Allardt \$ 43,726	46 Caryville \$ 77,778
8 Altamont \$ 52,686	47 Cedar Hill \$ 36,908
9 Ardmore \$ 57,100	48 Celina \$ 62,176
10 Arlington \$ 288,134	49 Centertown \$ 35,540
11 Ashland City \$ 133,612	50 Centerville \$ 108,762
12 Athens \$ 335,802	51 Chapel Hill \$ 63,610
13 Atoka \$ 237,378	52 Charlestown \$ 45,228
14 Atwood \$ 50,370	53 Charlotte \$ 63,522
15 Auburntown \$ 35,782	54 Chattanooga \$ 4,014,616
16 Baileyton \$ 39,776	55 Church Hill \$ 177,396
17 Baneberry \$ 41,564	56 Clarksburg \$ 38,342
18 Bartlett \$ 1,338,990	57 Clarksville \$ 3,490,202
19 Baxter \$ 63,014	58 Cleveland \$ 1,022,508
20 Bean Station \$ 98,456	59 Clifton \$ 88,878
21 Beersheba Springs \$ 40,108	60 Clinton \$ 251,302
22 Bell Buckle \$ 41,940	61 Coalmont \$ 48,538
23 Belle Meade \$ 93,580	62 Collegedale \$ 283,610
24 Bells \$ 84,244	63 Collierville \$ 1,147,018
25 Benton \$ 58,050	64 Collinwood \$ 50,832
26 Berry Hill \$ 41,410	65 Columbia \$ 898,968
27 Bethel Springs \$ 45,890	66 Cookeville \$ 780,438
28 Big Sandy \$ 41,564	67 Coopertown \$ 130,500
29 Blaine \$ 71,246	68 Copperhill \$ 37,018
30 Bluff City \$ 66,744	69 Cornersville \$ 57,740
31 Bolivar \$ 138,952	70 Cottage Grove \$ 31,898
32 Braden \$ 35,782	71 Covington \$ 223,762
33 Bradford \$ 51,848	72 Cowan \$ 66,744
34 Brentwood \$ 967,954	73 Crab Orchard \$ 46,838
35 Brighton \$ 94,462	74 Cross Plains \$ 70,010
36 Bristol \$ 623,222	75 Crossville \$ 284,980
37 Brownsville \$ 238,392	76 Crump \$ 62,286
38 Bruceton \$ 61,072	77 Cumberland City \$ 36,798
39 Bulls Gap \$ 45,824	78 Cumberland Gap \$ 40,792

79 Dandridge	\$ 99,406	129 Greenbrier	\$ 180,926
80 Dayton	\$ 193,152	130 Greeneville	\$ 358,776
81 Decatur	\$ 66,346	131 Greenfield	\$ 75,858
82 Decaturville	\$ 49,000	132 Gruetli-Laager	\$ 68,134
83 Decherd	\$ 82,546	133 Guys	\$ 39,820
84 Dickson	\$ 373,892	134 Halls	\$ 76,278
85 Dover	\$ 62,662	135 Harriman	\$ 165,610
86 Dowelltown	\$ 38,718	136 Harrogate	\$ 125,710
87 Doyle	\$ 42,534	137 Hartsville / Trousdale County Metro	\$ 273,000
88 Dresden	\$ 94,616	138 Henderson	\$ 169,362
89 Ducktown	\$ 40,416	139 Hendersonville	\$ 1,300,614
90 Dunlap	\$ 142,990	140 Henning	\$ 50,612
91 Dyer	\$ 78,904	141 Henry	\$ 40,262
92 Dyersburg	\$ 391,680	142 Hickory Valley	\$ 32,052
93 Eagleville	\$ 45,492	143 Hohenwald	\$ 111,366
94 East Ridge	\$ 493,968	144 Hollow Rock	\$ 44,962
95 Eastview	\$ 45,602	145 Hornbeak	\$ 38,740
96 Elizabethton	\$ 327,858	146 Hornsby	\$ 35,804
97 Elkton	\$ 41,674	147 Humboldt	\$ 210,940
98 Englewood	\$ 63,632	148 Huntingdon	\$ 114,412
99 Enville	\$ 34,126	149 Huntland	\$ 48,582
100 Erin	\$ 58,512	150 Huntsville	\$ 57,298
101 Erwin	\$ 159,166	151 Jacksboro	\$ 72,636
102 Estill Springs	\$ 74,754	152 Jackson	\$ 1,506,446
103 Ethridge	\$ 40,726	153 Jamestown	\$ 73,254
104 Etowah	\$ 106,842	154 Jasper	\$ 104,106
105 Fairview	\$ 228,594	155 Jefferson City	\$ 210,940
106 Farragut	\$ 536,604	156 Jellico	\$ 78,088
107 Fayetteville	\$ 184,854	157 Johnson	\$ 1,503,688
108 Finger	\$ 36,356	158 Jonesborough	\$ 150,030
109 Forest Hills	\$ 137,386	159 Kenton	\$ 56,592
110 Franklin	\$ 1,815,648	160 Kimball	\$ 61,360
111 Friendship	\$ 44,830	161 Kingsport	\$ 1,223,374
112 Friendsville	\$ 49,664	162 Kingston	\$ 158,548
113 Gadsden	\$ 40,196	163 Kingston Springs	\$ 90,666
114 Gainesboro	\$ 50,854	164 Knoxville	\$ 4,167,836
115 Gallatin	\$ 922,824	165 La Follette	\$ 178,676
116 Gallaway	\$ 44,278	166 La Grange	\$ 32,824
117 Garland	\$ 36,664	167 La Vergne	\$ 820,470
118 Gates	\$ 43,792	168 Lafayette	\$ 145,132
119 Gatlinburg	\$ 121,452	169 Lake	\$ 68,994
120 Germantown	\$ 892,854	170 Lakeland	\$ 308,438
121 Gibson	\$ 38,740	171 Lakesite	\$ 71,026
122 Gilt Edge	\$ 40,064	172 Lawrenceburg	\$ 269,178
123 Gleason	\$ 60,300	173 Lebanon	\$ 803,500
124 Goodlettsville	\$ 402,052	174 Lenoir	\$ 235,348
125 Gordonsville	\$ 57,276	175 Lewisburg	\$ 297,338
126 Grand Junction	\$ 35,958	176 Lexington	\$ 200,280
127 Graysville	\$ 64,404	177 Liberty	\$ 37,238
128 Greenback	\$ 56,394		

178 Linden	\$ 50,722	228 Newport	\$ 180,088
179 Livingston	\$ 118,716	229 Niota	\$ 46,022
180 Lobelville	\$ 49,596	230 Nolensville	\$ 228,880
181 Lookout Mountain	\$ 71,180	231 Normandy	\$ 33,288
182 Loretto	\$ 69,260	232 Norris	\$ 65,464
183 Loudon	\$ 158,196	233 Oak Hill	\$ 130,478
184 Louisville	\$ 121,120	234 Oak Ridge	\$ 672,390
185 Luttrell	\$ 53,370	235 Oakdale	\$ 34,590
186 Lynchburg / Moore County Metro	\$ 165,000	236 Oakland	\$ 209,152
187 Lynnville	\$ 36,664	237 Obion	\$ 53,194
188 Madisonville	\$ 138,732	238 Oliver Springs	\$ 105,386
189 Manchester	\$ 270,900	239 Oneida	\$ 111,940
190 Martin	\$ 263,750	240 Orlinda	\$ 50,546
191 Maryville	\$ 674,222	241 Orme	\$ 32,494
192 Mason	\$ 64,272	242 Palmer	\$ 44,654
193 Maury City	\$ 44,676	243 Paris	\$ 251,942
194 Maynardville	\$ 82,832	244 Parker's Crossroads	\$ 36,864
195 McEwen	\$ 68,244	245 Parrottsville	\$ 36,378
196 McKenzie	\$ 150,936	246 Parsons	\$ 80,978
197 McLemoresville	\$ 37,348	247 Pegram	\$ 75,902
198 McMinnville	\$ 332,074	248 Petersburg	\$ 42,402
199 Medina	\$ 123,702	249 Philadelphia	\$ 45,668
200 Medon	\$ 33,972	250 Pigeon Forge	\$ 169,560
201 Memphis	\$ 10,000,000	251 Pikeville	\$ 65,840
202 Michie	\$ 42,822	252 Pipertown	\$ 70,430
203 Middletown	\$ 44,234	253 Pittman Center	\$ 42,624
204 Milan	\$ 198,604	254 Plainview	\$ 76,896
205 Milledgeville	\$ 35,760	255 Pleasant Hill	\$ 42,534
206 Millersville	\$ 179,646	256 Pleasant View	\$ 131,978
207 Millington	\$ 265,802	257 Portland	\$ 312,984
208 Minor Hill	\$ 41,718	258 Powells Crossroads	\$ 59,836
209 Mitchellville	\$ 34,260	259 Pulaski	\$ 198,868
210 Monteagle	\$ 57,122	260 Puryear	\$ 44,720
211 Monterey	\$ 93,580	261 Ramer	\$ 36,554
212 Morrison	\$ 45,712	262 Red Bank	\$ 289,636
213 Morristown	\$ 690,420	263 Red Boiling Springs	\$ 55,070
214 Moscow	\$ 42,424	264 Ridgely	\$ 66,568
215 Mosheim	\$ 81,618	265 Ridgeside	\$ 39,534
216 Mount Carmel	\$ 147,074	266 Ridgetop	\$ 76,432
217 Mount Juliet	\$ 818,396	267 Ripley	\$ 203,878
218 Mount Pleasant	\$ 137,980	268 Rives	\$ 36,886
219 Mountain City	\$ 83,362	269 Rockford	\$ 48,692
220 Munford	\$ 163,734	270 Rockwood	\$ 150,318
221 Murfreesboro	\$ 3,149,244	271 Rogersville	\$ 124,828
222 Nashville Davidson Metro	\$ 10,000,000	272 Rossville	\$ 50,148
223 New Hope	\$ 53,216	273 Rutherford	\$ 53,724
224 New Johnsonville	\$ 72,040	274 Rutledge	\$ 59,682
225 New Market	\$ 60,212	275 Saltillo	\$ 41,696
226 New Tazewell	\$ 89,938	276 Samburg	\$ 34,458
227 Newbern	\$ 103,090	277 Sardis	\$ 38,386

278 Saulsbury \$ 32,030	315 Tracy City \$ 60,808
279 Savannah \$ 183,288	316 Trenton \$ 119,400
280 Scotts Hill \$ 51,582	317 Trezevant \$ 48,670
281 Selmer \$ 127,102	318 Trimble \$ 43,572
282 Sevierville \$ 394,814	319 Troy \$ 59,262
283 Sharon \$ 50,258	320 Tullahoma \$ 457,466
284 Shelbyville \$ 512,504	321 Tusculum \$ 91,548
285 Signal Mountain \$ 219,060	322 Unicoi \$ 108,938
286 Silerton \$ 32,228	323 Union City \$ 259,534
287 Slayden \$ 34,546	324 Vanleer \$ 39,158
288 Smithville \$ 135,774	325 Viola \$ 32,936
289 Smyrna \$ 1,150,526	326 Vonore \$ 63,830
290 Sneedville \$ 59,484	327 Walden \$ 77,270
291 Soddy Daisy \$ 332,714	328 Wartburg \$ 49,840
292 Somerville \$ 100,642	329 Wartrace \$ 45,162
293 South Carthage \$ 60,410	330 Watauga \$ 38,232
294 South Fulton \$ 79,278	331 Watertown \$ 63,434
295 South Pittsburg \$ 96,602	332 Waverly \$ 120,040
296 Sparta \$ 139,128	333 Waynesboro \$ 81,220
297 Spencer \$ 66,236	334 Westmoreland \$ 83,428
298 Spring City \$ 71,158	335 White Bluff \$ 109,578
299 Spring Hill \$ 945,046	336 White House \$ 305,988
300 Springfield \$ 404,214	337 White Pine \$ 81,816
301 St. Joseph \$ 47,898	338 Whiteville \$ 128,978
302 Stanton \$ 39,334	339 Whitwell \$ 68,024
303 Stantonville \$ 35,914	340 Williston \$ 38,342
304 Sunbright \$ 41,718	341 Winchester \$ 222,326
305 Surgoinsville \$ 69,194	342 Winfield \$ 52,112
306 Sweetwater \$ 159,498	343 Woodbury \$ 92,896
307 Tazewell \$ 80,074	344 Woodland Mills \$ 37,878
308 Tellico Plains \$ 50,148	345 Yorkville \$ 35,672
309 Tennessee Ridge \$ 59,328	
310 Thompson Station \$ 164,926	<b>Total (Municipalities) \$ 90,810,374</b>
311 Three Way \$ 67,052	
312 Tiptonville \$ 125,048	
313 Toone \$ 37,460	
314 Townsend \$ 39,776	

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
  - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
  - b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.

- c) The funds received shall be placed in an interest bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
- d) You must complete the attached W-9 Form and return it with this signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return to the State agency head the following materials together:

- a) This signed Letter of Agreement; and
- b) W-9 Form

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

If you should have any questions or comments or need any assistance responding to this request, please contact [OBF.Grant@tn.gov](mailto:OBF.Grant@tn.gov)

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

**Eleanor Sadik, Accounting Manager**  
**TN Department of Finance and Administration**  
[Eleanor.W.Sadik@tn.gov](mailto:Eleanor.W.Sadik@tn.gov), 615-741-8795

Please complete the following (should match information on the W9)

Award Amount Claimed \$ 265,802.00 Edison Supplier ID \_\_\_\_\_  
 City or County Executive Name Terry Jones  
 City or County Name the City of Millington  
 Remit to Address 7930 Nelson Rd  
Millington, TN 38053

On behalf of the City of Millington, I hereby agree to the aforementioned terms and conditions.

\_\_\_\_\_  
 Official's Signature

\_\_\_\_\_  
 Date

**Terry Jones**  
 \_\_\_\_\_

**Mayor**  
 \_\_\_\_\_

Official's Name (please print)

Official's Title or Position

**(901) 873-5701**  
 \_\_\_\_\_

**62-6000367**  
 \_\_\_\_\_

Daytime Contact Phone Number

Federal Taxpayer Identification Number

RESOLUTION 37-2020

RESOLUTION AUTHORIZING SERVICE AGREEMENT WITH UNIVERSITY OF  
MEMPHIS FOR MAINTAINING WELLHEAD PROTECTION PLAN

WHEREAS, The City of Millington desires to insure a safe and adequate supply of water for its citizens; and

WHEREAS, the City has historically contracted with the Center for Applied Earth Science and Engineering Research (CAESER), a part of the University of Memphis, to develop and maintain the City of Millington Wellhead Protection Plan.

WHEREAS, the University has submitted a Service Agreement for FY21, which includes a fee of \$5,000.00, for approval by the City.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the Mayor is hereby authorized to sign and submit the Service Agreement with the University of Memphis and CAESER.

This Resolution is adopted as of the 13<sup>th</sup> day of July, 2020.

---

Terry Jones, Mayor

---

Karen Findley, City Clerk

RESOLUTION 38-2020

RESOLUTION AUTHORIZING THE CITY OF MILLINGTON TO PARTICIPATE IN THE “SAFETY PARTNERS” MATCHING GRANT PROGRAM THROUGH PUBLIC ENTITY PARTNERS

WHEREAS, the safety and well-being of the employees of the City of Millington (hereinafter the "City") is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for City of Millington employees; and

WHEREAS, the Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "*Safety Partners*" Matching Grant Program; and

WHEREAS, the City now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, as follows:

Section 1. The City is hereby authorized to submit application for a "*Safety Partners*" Matching Grant Program through the Public Entity Partners.

Section 2. The City is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

This Resolution is adopted as of the 13<sup>th</sup> day of July, 2020.

---

Terry G. Jones, Mayor

---

Karen Findley, City Clerk

RESOLUTION 39-2020

RESOLUTION APPROVING AWARD OF BID 2020-8 INTERSECTION IMPROVEMENTS  
PROJECT FOR RALEIGH-MILLINGTON ROAD AT TN-385

WHEREAS, Bid # 2020-8 for the construction of intersection improvements on Raleigh Millington Road at TN 385 was re-issued in replacement of Bid # 2020-6, advertised in the paper and due on July 7, 2020 at 2:00 PM; and

WHEREAS, Bids were received from Encor, LLC in the amount of \$630,677.49; and

WHEREAS, The design consultant Fisher Arnold reviewed the bid as well as the qualifications of the contractor and recommended that the City award this bid to Encor, LLC; and

WHEREAS, \$559,677.49 of this project is funded by a grant through the Tennessee Department of Transportation on an 80/20 basis and the remaining \$71,000.00 is 100% funded by the Millington Sewer Fund for related location of sewer mains.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that Bid # 2020-8 for the construction of intersection improvements on Raleigh Millington Road at TN 385 is awarded to the lowest and best bidder, Encor, LLC.

BE IT FURTHER RESOLVED, That this award is subject to concurrence by the Tennessee Department of Transportation, prior to executing a contract.

BE IT FURTHER RESOLVED That the Mayor is hereby authorized to sign a contract and any related documents with the lowest and best bidder upon approval by the City Attorney.

BE IT FURTHER RESOLVED, That any and all prior resolutions regarding award of Bid #2020-6 are rescinded.

This Resolution is adopted as of the 13<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Terry G. Jones, Mayor

\_\_\_\_\_  
Karen Findley, City Clerk