



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 AUGUST 14, 2018 AT 5:30 P.M.

1. Meeting to be called to order by Mayor Justin Hanson.
2. Invocation to be given by Alderman Drew Glass.
3. Pledge of Allegiance to the Flag to be led by Alderman Mac McGowan.
4. Minutes of the Preceding Meeting to be approved (See Attached – Yellow).
5. Report from Committees:
 - Minutes of the Beer Board Meeting (See Attached – Gold).
 - Minutes of the General Welfare–Public Safety Committee Meeting (See Attached– Blue).
 - Minutes of the Public Works Committee Meeting (See Attached – White).
 - Minutes of the Covington Municipal Regional Planning Commission (See Attached-Pink).
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Justin Hanson:
 - Covington Gridiron Assc. Request (See Attached – Yellow).
 - Resolution - Compliance Energy (See Attached – White).
 - Resolution - 2018 Multimodal Access Project (See Attached – Blue).
 - Updates
9. Report from Recorder-Treasurer Tina Dunn:
10. Report from City Attorney Rachel Witherington.
11. Old Business:

12. New Business:

- **Ordinance 1710 (Text Amendment – Property Maintenance Regulations) ready for approval on first reading (See Attached – Green).**
- **Bills Over \$250.00 ready for Board Approval (See Attached – Blue).**

The Board of Mayor and Aldermen met at City of Covington on July 24, 2018 at 5:32 p.m. with the following members present: Vice-Mayor Mac McGowan, Aldermen: John Edwards, Minnie Bommer, C. H. Sullivan, and Drew Glass. Also present were Personnel Director Tiny Barton, Captain J Black, Fire Chief Michael Naifeh, Park and Recreation Director Joe Mack, Public Works Director David Gray, David Gwinn, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Vice-Mayor Mac McGowan.

Invocation was given by Alderman John Edwards.

Pledge of Allegiance to the Flag was led by Alderwoman Minnie Bommer.

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

Motion was made by Alderman Drew Glass and seconded by Alderman C H Sullivan that the Minutes of the General Welfare – Public Relations be approved with the addition of Alderman Sullivan being present(See Attached). Motion passed.

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

Alderman Glass requested discussion of the fireworks ordinance at the Finance and Administrative Meeting in August, 2018.

Motion was made by Alderman John Edwards and seconded by Alderman C H Sullivan to authorize the Mayor to reach out to Delta Human Resources to work with the City to seek applicants that will qualify for the THDA Home Grant. Motion passed.

Vice-Mayor Mac McGowan presented the letter of request from First Presbyterian Church to hold the Grace Race 5K on September 15, 2018 (See Attached).

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman Drew Glass to approve the request from First Presbyterian Church to hold the Grace Race 5K on September 15, 2018. Motion passed.

Vice-Mayor Mac-McGowan presented the Proclamation for General Aviation Appreciation Month for approval (See Attached).

Motion was made by Alderman Drew Glass and seconded by Alderman John Edwards to approve the Proclamation for General Aviation Appreciation Month. Motion passed.

Recorder-Treasurer Tina Dunn presented the sales tax report for tax collections received in July, 2018 showing a 5.9 increase for the month and a 1.4% for the year (See Attached).

Motion was made by Alderman John Edwards and seconded by Alderman C H Sullivan to approve the report from Recorder-Treasurer Tina Dunn. Motion passed.

City Attorney Rachel Witherington reported the yellow book value appraisal for the grammar school location was approved by the State. The value of the appraisal was \$115,000.00. Proposed properties to replace this value will be presented at the Finance & Administration Meeting in August, 2018.

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer to approve the report from City Attorney Rachel Witherington. Motion passed.

Public Hearing for Ordinance 1709 (Chamber Appropriation – Gas Fund) for third and final reading was called to order (See Attached). There being no public comments, the public hearing was closed.

Motion was made by Alderman C H Sullivan and seconded by Alderman Drew Glass to approve Ordinance 1709 (Chamber Appropriation – Gas Fund) on third and final reading.

Voting Aye: Sullivan, Bommer, Edwards, Glass, and McGowan

Voting Nay: None

Motion passed.

Alderman Edwards requested Recorder-Treasurer to research this ordinance and determine the definition of other economic development purposes that the Gas Fund is able to fund.

Vice-Mayor Mac McGowan presented the Resolution to adopt a policy for the operation of the slum clearance for approval (See Attached).

Motion was made by Alderman C H Sullivan and seconded by Alderman Drew Glass to approve the Resolution to adopt a policy for the operation of the slum clearance. Motion passed.

The following bills over \$250.00 were presented to the Board for approval:

BNY Mellon	1,498.10	Cov-Tipton Cty Emer Mgmt	6,965.42
Actsoft, Inc.	585.00	A T & T	2,202.37
Central Alabama Training	1,300.00	BFI N Shelby Landfill	2,606.63
Co-op	2,124.00	Brenntag Mid-South, Inc.	3,370.00
Corrosion Solutions, LLC	457.00	Comcast	2,297.25
Cottrell Electric Inc	269.05	Doc Output Center	664.66
Eastern Aviation Fuels	18,597.86	Elite K9	1,103.29
Fidelity Search Enterprises	630.00	Emergency Reporting	5,861.00
G & C Supply	928.90	John Deere Financial	305.68
Jamieson & Fisher	3,130.00	Mid-South Bus Center	1,417.48
King Cotton Ford	941.04	Owen, Jenkins, Witherington	2,040.00
Mark Heaston	222.78	Sandstorm	450.50
O'Reilly	304.37	Tipton County Sanitation	1,624.00
Pitney Bowes	356.97	Verizon Wireless	3,836.15
Stitch-N-Time	435.00	Wooten Oil Co	1,944.48
Swank	855.00	Wooten Tractor Co	1,871.83
The Leader	5,341.31	Fail Safe Testing	3,444.00
Tractor Supply Co	446.78		
		TOTAL	80,427.90

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

There being no further business, the meeting adjourned at 6:05 p.m.

Attest:

Recorder-Treasurer

Vice-Mayor

The Beer Board of the City of Covington, Tennessee met at City Hall on July 24, 2018 at 5:30 p.m. with the following members present: Vice-Mayor Mac McGowan, Aldermen: John Edwards, Drew Glass, Minnie Bommer, and C. H. Sullivan. Also present were Public Works Director David Gray, David Gwinn, Captain J Black, Fire Chief Michael Naifeh, Personnel Director Tiny Barton, Park and Recreation Director Joe Mack, Angela Moctezuma, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Vice-Mayor Mac McGowan.

Public Hearing on Beer Application for Angela Marie Moctezuma and Temoore Sarwar, dba On the Rocks, located at 835-D Highway 51 North for Class 1, On Premise Consumption was called to order.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman C H Sullivan that the Beer License is granted to Angela Marie Moctezuma and Temoore Sarwar; dba On the Rocks, located at 835-D Highway 51 North for Class 1, On Premise Consumption. Motion passed.

There being no further business, the meeting adjourned at 5:32 p.m.



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 BEER BOARD OF THE CITY OF COVINGTON,
TENNESSEE ON THE 10th DAY OF JULY 2018 AT COVINGTON CITY
HALL AT 5:30 P.M.**

- 1. Meeting to be called to order by the Chairman, Mayor Justin M. Hanson.**
- 2. Public Hearing in order to consider a Beer License for ANGELA MARIE MOCTEZUMA and TEMOOR SARWAR dba ON THE ROCKS located at 835 D HIGHWAY 51 NORTH for CLASS I, ON PREMISE CONSUMPTION.**

APPLICATION FOR BEER PERMIT
STATE OF TENNESSEE
CITY OF COVINGTON, TIPTON COUNTY, TENNESSEE

To the Board of Mayor and Aldermen of the City of Covington, Tennessee:

I hereby make application for a beer permit authorizing sale of beer for
On Premises/ Off Premises Consumption.



1. What is your name? Mrs. Moxtezuma Angela Marie
(Last) (First) (Middle)
2. What is your home address? 144 Regency Dr. Brighton TN
(Street) (City) (State)
3. What is your telephone number? 901-592-9433
4. What is the name of your business? On The Rocks
5. What is the location or address of your business? 835 D
(Street No.)
Highway 51 N Covington
(Street Name)
6. Do you own the premises in which you operate your business? NO
If you do not, give the name and address of the owner. Allan Rose 4701 Mueller Brass Rd
7. How far (in feet) are you from the nearest Church or School? 3168 Calvary Chapel
8. Will you operate the business in person or are you acting as an agent for another? yes
9. Give the names and addresses of all partners and owners?
Temoor Sarwar 3259 Bedford Lane Germantown/TN
10. Are all owners, operators and employees citizens of the United States of America? _____
11. Describe the type of business which you will operate? Restaurant
12. Give the name of the former operator of the business? _____
13. Have you ever had a beer permit revoked or suspended in the State of Tennessee? no
If yes, give date, place and cause of such revocation and suspension.
14. Have you or any owner or employee been convicted of any violation of the liquor laws or any crime involving moral turpitude within the last ten years? no
If yes, give date, place and charge.
15. Have you read and are you familiar with the ordinance governing the sale of beer in the City of Covington? yes
16. If granted a permit, will you strictly comply with the city ordinance and the laws of the State of Tennessee governing the sale, storage, and manufacture of beer or other like beverages and so operate your business as not to interfere with the public health, safety and morals? yes

Applicant hereby solemnly swears that each and every statement in the above application is true and correct and agrees that, if any statement therein is false, the permit issued pursuant thereto may be revoked by the Board of Mayor and Aldermen of the City of Covington, Tennessee upon notice and hearing, in which event the burden shall be on the permittee to prove the correctness of all the statements in this application.

This 22ND day of June, 18

Signed: [Signature]
(Applicant Signature)



Sworn to and subscribed before me this 22ND day of June,

2018.

[Signature]
Notary Public

My commission expires 11-12-2019

I have reviewed the application and I find _____

Date: _____
Police Chief

I have inspected the premises and I find _____
_____ violations of the Building Code
adopted by the City of Covington.

Date: _____
Code Enforcement Officer

I have inspected the premises and I find _____
_____ violations of the Fire Code
adopted by the City of Covington.

Date: _____
Fire Chief

The Board of Mayor and Aldermen of the City of Covington, Tennessee took
the following action on _____

Additional Information:

The Classification Under Which I Choose to be Licensed is:

_____ Manufacturing

Class 1 on Premises

_____ Class 2 On Premises

_____ Off Premises

I have received a copy of Ordinance 1514 and agree to abide by the regulations as set forth in this ordinance.



Applicant's Signature



Witness

On The Rocks

Business Name

6-22-2018

Date

6-21-18

Date

The General Welfare – Public Safety Committee met at City Hall on July 24, 2018 at 1:00 p.m. with the following members present: Chairman Alderman Mac McGowan, Alderman C. H. Sullivan, and Alderwoman Minnie Bommer. Also present were: Fire Chief Michael Naifeh, Police Captain J. Black, Alderman John Edwards, Assistant to the Mayor Sara Gangaware, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Alderman Mac McGowan.

Fire Chief Michael Naifeh gave an update on compliance engine. The Resolution to enter into this agreement will be presented at the Board Meeting on August 14, 2018 for approval. The purchase of a set of demo extrication tools were approved in the budget. In the next few weeks, various tools will be researched. A fleet vehicle will be purchased for an administrative position which was also approved in the budget. Fire hydrants are currently being painted. This project will take about three years to complete. The color coding information will be sent to the committee members. An update on the emergency reporting software was given. This software is used for reporting in house and to state entities. The pumper/tanker will be delivered approximately August 28, 2018. Volunteer hours for June were 156 hours. The incident report from June 26 to July 23 was presented showing 256 calls (See Attached). The care report for July is attached.

Motion was made by Alderman C H Sullivan and seconded b Alderwoman Minnie Bommer to accept the report from Fire Chief Michael Naifeh. Motion passed.

Captain J Black reported new hires are in training in Donaldson and are doing well. The newest hires will be attending training at the Memphis Police Academy beginning August 6, 2018. Alderman Edwards is concerned with finding ways to attract certified officers with Captain Black in agreement. The new SRO officer is Officer James Robertson. The main street location for CPD is undergoing repairs for the replacement of bricks on the front of the building. The incident report was presented for the month of June showing 2,092 calls including 99 arrests, and 79 citations. This report is attached.

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer to accept the report from Captain J. Black. Motion passed.

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

FIRE CHIEF
MICHAEL NAIFEH



Phone: (901) 476-2578

CITY OF COVINGTON

OFFICE OF THE FIRE CHIEF
P.O. Box 768
COVINGTON, TENNESSEE 38019

MAYOR
JUSTIN HANSON



Fax: (901) 476-9800

Covington Fire Department

Report for July 24th, 2018

1. Compliance Engine information.
2. Extrication Tools Demos.
3. Fleet vehicle update.
4. Fire Hydrant project.
5. Emergency Reporting Software Update.
6. Pumper/Tanker Update.
7. Volunteer Hours: 156 hours worked by Volunteers in the month of June.
8. Run Reports for Year to Date.
9. CARE Report.

CALL TOTALS FROM JANUARY 2018 TO DECEMBER 2018

Agency	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Actual Annual	Annual Per Day Vol.
Atoka PD	1065	1152	1211	1017	1087	1016							6548	
Brighton PD	693	709	658	820	822	823							6925	
Covington PD	2352	2141	2788	2250	2269	2092							13892	
Mason PD	286	347	337	198	318	543							2017	
Munford PD	740	749	809	762	827	888							4775	
Tipton County SO	257	2793	2786	3039	3197	3254							17640	
MONTHLY LE TOTALS	7707	7885	8583	7886	8320	8416	0	0	0	0	0	0	48797	
Atoka FD	106	91	91	86	103	86							662	
Brighton FD	90	65	74	77	84	65							455	
Charleston FD	18	15	10	12	13	13							82	
Covington FD	274	287	313	274	339	292							1779	
Garland FD	3	14	9	17	18	5							66	
Giltedge FD	53	31	45	34	43	34							240	
Mason FD	7	14	4	22	18	20							85	
Munford FD	106	75	106	132	133	99							651	
Quitova FD	100	89	74	76	99	91							529	
Three Star FD	54	33	40	50	50	46							273	
MONTHLY FD TOTALS	812	714	766	779	900	751	0	0	0	0	0	0	4722	
Medic One	840	727	767	754	863	788							4739	
MONTHLY EMS TOTAL	840	727	767	754	863	788	0	0	0	0	0	0	4739	
Percentage *	-	-0.4%	8.5%	-6.9%	7.0%	-1.3%								
MONTHLY TOTALS														
Law Enforcement	7707	7885	8583	7886	8320	8416	0	0	0	0	0	0	48797	
Fire Dept.	812	714	766	779	900	751	0	0	0	0	0	0	4722	
Ambulance	840	727	767	754	863	788	0	0	0	0	0	0	4739	
ALL AGENCIES	9359	9326	10116	9419	10083	9955	0	0	0	0	0	0	58258	

INCIDENTS FROM: 06/26/2018
 TO: 07/23/2018

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AGENCY: FIRE

JURISDICTION: CO

ALL DISTRICTS

REPORT BY INCIDENT TYPES

INCIDENT TYPES	NUMBER
=====	=====
411 F CALLS FOR INFORMATION	33
ABDOM F ABDOMINAL PAIN OR PROBLEMS	6
ALF F FIRE ALARM [NOTIFY APD BPD MAPD MPD]	10
ALLERGIC F ALLERGIC REACTION/ INSECT	1
ALM F MEDICAL ALARM	11
ARSON F ARSON	1
ASLT F ASSAULT	4
ASST F ASSIST	2
BACK F BACK PAIN [NON TRAUMATIC]	2
BLEEDING F BLEEDING [NON TRAUMATIC]	1
BONE F BONE INJURY [BROKEN BONES/ FRACTURES]	2
CARDIAC F CARDIAC [CHEST PAINS/HEART ATTACK]	5
CHESPAIN F CHEST PAIN [NON CARDIAC]	4
CONBURN F CONTROL BURN	6
DEFAULT F DEFAULT FIRE INCIDENT	4
DIABETIC F DIABETIC	4
DOA F DEAD ON ARRIVAL	1
DOMV F DOMESTIC VIOLENCE	7
FALL F FALL [NON TRAUMATIC]	18
GRASS F GRASS FIRE	2
HEMRG F HEMORRHAGE [SEVERE BLEEDING/LACERATION]	1
LIFT F LIFT ASSISTANCE	3
LINESD F LINES DOWN	1
MENT F MENTAL SUBJECT	4

INCIDENTS FROM: 06/26/2018
TO: 07/23/2018

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AGENCY: FIRE
JURISDICTION: CO
ALL DISTRICTS

REPORT BY INCIDENT TYPES

Table with 2 columns: INCIDENT TYPES and NUMBER. Lists various incident types such as MVC, MVCI, MVCU, NGAS, OD, ODOR, PERUNCON, RESCUE, RESP, SEIZURE, SHOOTING, SICK, SMOKE, SP, STAB, STRF, STROKE, SUIC, TRAUMA, VEH, WATER, WELFARE, and a TOTALS row with a value of 256.

Covington Fire Dept. CARE/911 Alternative Program

Monthly Report – August

- General Office Duties
- Attended and completed class, sponsored by Homeland Security in Dickson Tn. In regards to Mass Fatality Planning & Response for Rural Communities. Provided information to our Department as well as, to Tipton County Fire Chief Jon Piercey to deliver to all of his Fire Departments in Tipton County.
- Twenty two welfare checks
- Inspected Fire equipment – medical – my Infection Control Officer duties, all equipment passed
- Continued the Logistics of getting -ALL- employees of The City of Covington trained on the proper use of Fire Extinguisher's
- Attended four Community Civic events at the Covington Country Club
- Completed one, AHA Heartsaver AED, First Aid CPR recertification Class
- Attended Anti-Drug Coalition meeting at The Justice Complex
- Installed and issued sixteen smoke alarms
- Delivered three sympathy cards
- Assisted Tipton County Health Department & Tennessee DCS in the annual Backpack back to school event at Covington High School
- Completed one State of Tennessee EMS Practical Skills EMT -Advanced evaluations – SWCC in Memphis Tn.
- Gave Blood to the Life Blood Mobile Drive July 9th at City of Covington
- Met with DSCC New EMS Director Jim Logan, to discuss plans for the up coming Basic EMT Class at the JNC, we have approximately Five Covington Fire Volunteer F/F's in this class



Covington Police Department

211 South Main Street Covington, TN 38019

Telephone (901) 475-1261

C. D. Buddy Lewis
Chief of Police

PUBLIC SAFETY COMMITTEE

JULY 24 2018

1. UPDATE ON NEW HIRES/ACADEMY ATTENDEES
2. NEW SRO: OFFICER ROBERTSON
3. CPD SOUTH MAIN BUILDING REPAIR UPDATE: THIS WEEK
4. JUNE STATISTICS: ARRESTS: 99
CITATIONS: 79
CALLS RESPONDED TO: 2092

"Serving - Protecting - Caring"

INCIDENTS FROM: 06/01/2018
 TO: 06/30/2018

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 AGENCY: POLICE

 JURISDICTION: CO

 ALL DISTRICTS

REPORT BY INCIDENT TYPES

INCIDENT TYPES	NUMBER
=====	=====
411 P CALLS FOR INFORMATION	62
911H P 911 HANG UP	121
911M P 911 MISDIAL	33
911OL P 911 OPEN LINE	74
911T P 911 TRANSFER CALL	4
ABV P ABANDONED VEHICLE	7
ALC P COMMERCIAL ALARM	48
ALF P FIRE ALARM [NOTIFY APD BPD MAPD MPD]	1
ALM P MEDICAL ALARM	2
ALR P RESIDENTIAL ALRM	18
ANBITE P ANIMAL BITE	2
ANIM P ANIMAL COMPLAINT/HAZARD	18
ARMP P ARMED PARTY	4
ASLT P ASSAULT	6
ASST P ASSIST/BACK-UP	7
ATF P AUTO THEFT	4
ATL P ATTEMPT TO LOCATE	11
BIP P BREAK-IN IN PROGRESS	6
BOLO P BROADCAST	35
BRO P BREAK-IN REPORT	15
CHAB P CHILD ABANDONED/FOUND	1
CHCUS P CHILD CUSTODY	1
COMP P COMPLAINT	15
DEFAULT P DEFAULT POLICE INCIDENT	3

INCIDENTS FROM: 06/01/2018
TO: 06/30/2018

=====
AGENCY: POLICE
JURISDICTION: CO
ALL DISTRICTS

REPORT BY INCIDENT TYPES

Table with 2 columns: INCIDENT TYPES and NUMBER. Rows include DIST (24), DISV (26), DOA (2), DOM (31), DOMV (19), DQ (14), DRUGS (9), EMS (24), ESCORT (17), FIGHT (5), FIRE (10), FIREW (20), FLAG (8), FLOOD (1), FORG (1), FOURW (1), FRAUD (6), FU (119), HARAS (10), IDTHEFT (2), INTOX (6), KIDNAP (1), LINESD (2), LOIT (3).

The Public Works Committee met at City Hall on August 7, 2018 at 1:00 p.m. with the following members present: Chairman Alderman Mac McGowan, Alderman John Edwards, and Mayor Justin Hanson. Also present were Public Works Director David Gray, Alderwoman Minnie Bommer, Utility Manager Calvin Johnson, Building Official Lessie Fisher, Assistant to the Mayor Sara Gangaware, City Attorney Rachel Witherington, Tim Sallee, Lindsay Brown, Zac Littrell, Jennifer Nolen, and Recorder-Treasurer Tina Dunn.

Chairman Alderman Mac McGowan called meeting to order.

Public Works Director David Gray began the discussion on the gas prepay program. Zac Littrell with CenterPoint Energy presented information on this gas prepay program. Tennergy is inviting select municipal utilities to participate in a 30 year natural gas prepayment deal through Municipal Energy Acquisition Corporation. There will be discount threshold of .30/MMBtu for the first five to six years. Director Gray recommended this program and feels it is important to pass this gas rate savings on the customers.

Motion was made by Mayor Justin Hanson and seconded by Alderman John Edwards to recommend to the Board of Mayor and Aldermen to proceed with the gas prepay program. Motion passed.

Tim Sallee with Covington Electric provided information on the installation of LED Lighting and the savings for the City. The total cost for transforming the city to LED Lighting was \$813,900.00 which includes the investment charge.

Motion was made by Alderman John Edwards to table the discussion on LED Lighting until the City is able to find the investment of \$813,900.00. There being no second, the motion failed.

Public Works Director David Gray presented Ordinance 1676 (Trash and Refuse Disposal) for review. The only changes with this ordinance were the stopping of the pickup of building materials, bulky item charge, and the reduction of the size of limbs to be picked up. He stated it is a training/learning process and he wants to keep working toward making the current ordinance work.

Motion was made by Mayor Justin Hanson and seconded by Alderman John Edwards to accept the report from Public Works Director David Gray. Motion passed.

Building Official Lessie Fisher reported a meeting was held with MTAS Representatives and City Attorney Rachel Witherington to discuss drainage, right-of-ways, and sidewalks. Information will be reviewed and there will be an update at the next meeting. Alderwoman Bommer asked the committee to look into an issue at North College where a business may be located at a residence. Cars are parked on the side of the road and this may create a hazardous situation. Director Gray advised that no parking signs have been posted. Jennifer Nolen advised a letter has been sent to the property owner.

Motion was made by Mayor Justin Hanson and seconded by Alderman John Edwards to accept the report from Building Official Lessie Fisher. Motion passed.

There being no further business, the meeting adjourned at 2:56 p.m.

City of Covington

Public Works Meeting

City Hall

Down Stairs Boardroom

1:00 P.M.

August 7, 2018

- 1. Discussion on gas prepay program. Lindsay Brown and Zach Littrell (See attached)**
- 2. Discussion on LED street lighting. Tim Salle (See attached)**
- 3. Discussion on curbside pickup. (See attached)**
- 4.**

Other Business:

- 1. Code Division monthly report: (See attached)**

Adjourn:

Indicative Terms for Tennergy's,
2018 Prepaid Gas Transaction
with Royal Bank of Canada

Presented by MEAC and CenterPoint Energy

Opportunity to Participate in a Natural Gas Prepayment

- Tennergy ("Issuer") is inviting select municipal utilities to participate in a 30-year natural gas prepayment transaction targeting a late August, with first gas deliveries commencing November 1, 2018
 - **Gas Supplier:** Tennergy will resell gas under 30-year contracts after prepaying for the supply from Royal Bank of Canada ("RBC")
 - **Financing Structure:** Natural gas prepayment financed with tax-exempt municipal bonds
 - **Minimum Targeted Economics:** Participants will receive the full economic benefit of the transaction (less administrative fees). The discount to index will be no less than 30¢/MMBtu for the first 5-6 years (consisting of both monthly discount and project administration fee); with subsequent repricings producing a discount of not less than 20¢/MMBtu in any bond reset period

- **Tennergy**
 - Created in 1998, Tennergy is a Tennessee Joint Action Agency formed by Jackson Energy Authority, Brownsville Utilities and Humboldt Utilities for the purpose of acquiring, financing and managing supplies of natural gas for sale to its Associated Municipalities and other municipalities, utility districts and gas authorities within or outside the State of Tennessee.

- **Municipal Bond Financing Approximately \$750,000,000**
 - *Issuer Counsel:* Bass, Berry & Simms PLC ~ *Mark Mantolosi*
 - *Bond Counsel:* Orrick Herrington & Sutcliffe LLP ~
 - *Financial Advisor:* Mohanty Gargiulo LLC
 - *Underwriter's Counsel:* Chapman and Cutler LLP ~

Put Structure Summary

Prepayment	<ul style="list-style-type: none"> ▪ Prepayment for 30 years of fixed gas deliveries, based on a 30 year forward gas price curve
Bond Financing	<ul style="list-style-type: none"> ▪ Tennergy issues the bonds for the prepayment ▪ 5-6 year amortizing debt with balloon payment (a hard put bond) at the end of the original financing term <ul style="list-style-type: none"> – Bonds are remarketed or refinanced at end of the first period and each successive period thereafter – Successive periods expected to be in 5-6 year range dependent on market conditions at the time of the remarketing
Termination Events	<ul style="list-style-type: none"> ▪ Failure of Gas Supplier ▪ Failure of Participants to pay for gas delivered by Issuer ▪ Termination of commodity swap, without replacement ▪ The failure to generate savings in excess of minimum savings threshold in any discount reset will provide the Participant with the option to terminate its Gas Supply Contract for the remainder of the term
Target Economics / Term	<ul style="list-style-type: none"> ▪ Fixed discount to index is initially set only through initial 5-6 year period, followed by a reset of the fixed discount for each subsequent reset period <ul style="list-style-type: none"> – Minimum savings threshold established at the outset for future reset periods – No guarantee of future savings beyond the initial discount period
Participant Exposures	<ul style="list-style-type: none"> ▪ The Participant is only required to pay for gas delivered by or on behalf of the Issuer ▪ The financing is non-recourse to the Participant

Economic Terms

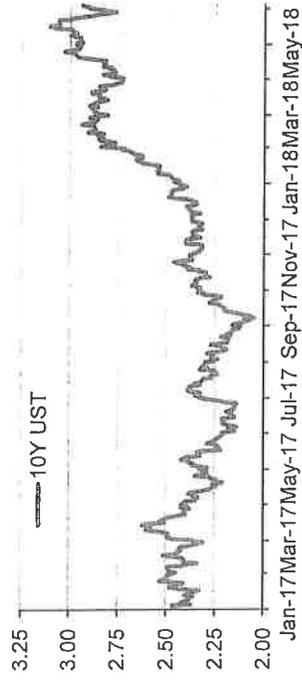
- **Target Economics:**
 - **Initial Savings Threshold:** 30¢/MMBtu (monthly discount and annual refund before project administration fee)
 - **Term:** Only initial period, 5-6 years as determined upon bond sale, followed by subsequent reset periods
- **Future Price Reset Target Economics:**
 - **Minimum Savings Threshold:**
 - Subsequent resets: Minimum Discount for all periods including that reset period of not less than [20] cents per MMBtu (including both monthly discount and annual refund before administration fee)
- **If Minimum Savings Threshold Cannot Be Met:**
 - Participants will have an option to purchase gas for the reset period at the then available discount, or to terminate its Gas Supply Agreement for the remainder of the term

Current Market Conditions and Tax Cuts and Jobs Act of 2017

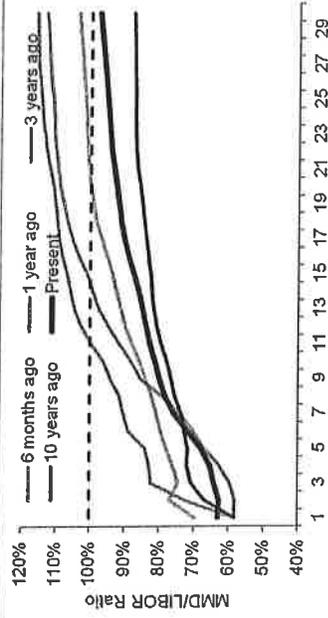
Demand for prepaid gas bonds has been strong in 2018

- Prepaid Gas Transactions provide the greatest benefits when taxable and tax-exempt markets, including credit spreads are widest, generating the greatest arbitrage
 - Rising taxable interest rates combined with lower municipal volume create a favorable conditions for Prepaid Gas Transactions
- Interest rates across the yield curve have increased significantly since late 2017
 - The 10 year US Treasury recently broke above 3.00%, a long-term strong resistance level, before retracing
 - Rates still remain below long-term averages but are now above averages since the 2008 financial crisis.
 - The combination of a strong economy, record setting equity markets, continued Fed tightening and deleveraging the Fed balance sheet along with expected stimulus from the Tax Bill could put additional pressure on long-term rates
- The Tax Cuts and Job Act of 2017 eliminated the ability to advance refund outstanding tax-exempt bonds
 - The first quarter of 2018 saw a 30% reduction in new issue municipal volume compared to first quarter of 2017, though May 2018 was more in line with April 2017 and April 2018
 - The elimination of advance refundings is projected to reduce annual tax-exempt issuance by 20 to 25%
- Lower municipal debt issuance combined with the expected strong individual investor demand, either directly or through mutual funds, should result in strong performance for the municipal bond market
- Demand for prepaid gas bonds has been strong in 2018 as institutional investors have funds to invest and there is limited new issue supply

10 Year UST since January 2017



MMD / ICE LIBOR Across the Curve



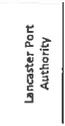
Source: Bloomberg

RBC Prepaid Energy Experience

Program Overview

- RBC is the leader in gas prepaid transactions, completing 13 of the last 21 deals totaling \$9.2 billion since 2009
- RBC is able to continue to structure and close these transactions by leveraging our strong balance sheet, exceptional ratings, and multiple product platforms to fill all the necessary roles
- In addition to serving as gas supplier, RBC has served as the commodity swap counterparty on twelve other gas prepaid transactions totaling over \$10.5 billion

Gas Prepay Transaction Experience

 <p>\$1,021,675,000 Gas Supply Revenue Bonds, Series 2015AB Sole Manager Interest Rate Swap Counterparty Settlement Facility Provider January 2016</p>	 <p>\$446,760,000 Gas Supply Revenue Bonds, Series 2017A Sole Manager Gas Supplier Liquidity Provider June 2017</p>	 <p>\$523,675,000 Gas Supply Revenue Bonds, Series 2016A Sole Manager Gas Supplier Liquidity Provider July 2016</p>	 <p>\$599,350,000 Gas Project Revenue Bonds, Series 2016A Commodity Swap Counterparty February 2016</p>	 <p>\$738,560,000 Gas Supply Variable Rate Revenue Bonds Series 2010 (Remarketing) Sole Revolver October 2015</p>
 <p>\$765,965,000 Gas Project Variable Rate Refunding Bonds, Series 2010A (Remarketing) Sole Remarketer March 2015</p>	 <p>\$600,100,000 Central Plains Energy Project Gas Supply Revenue Refunding Bonds, Series 2014 Sole Manager November 2014</p>	 <p>\$725,995,000 Gas Supply Revenue Refunding Bonds, Series 2014 Sole Manager August 2014</p>	 <p>\$321,685,000 Gas Supply Revenue Refunding Bonds, Series 2014 Sole Manager August 2014</p>	 <p>\$608,675,000 Central Plains Energy Project Gas Project #4, Series 2012 Commodity Swap Counterparty Co-Manager April 2012</p>

Main Street Natural Gas, Inc. – Series 2018CDE



\$1,000,215,000

Gas Supply Revenue Bonds, Series 2018CDE



RBC Capital Markets®

Sole Manager
Gas Supplier
Interest Rate Swap Counterparty
Settlement Facility Provider
April 2018

- On April 24, 2018, RBC Capital Markets served as sole managing underwriter on a US \$1,000 billion tax-exempt issue for Main Street Natural Gas, Inc. (Main Street or the Issuer)
- The bonds were structured using a fixed rate hard put and public FRN structure
 - \$605,215,000 fixed rate serial and fixed rate hard put bonds
 - \$242,000,000 ICE LIBOR Index public FRNs
 - \$153,000,000 SIFMA Index public FRNs
- The proceeds of the bonds prepay the costs of acquiring a supply of natural gas to be delivered over a 30-year period
- The transaction will benefit rate payers by providing the Gas Authority a 47.5¢/MMBtu gas discount to prevailing spot prices for a period of five and a half years
- Originally a \$750 million transaction, RBCCM's syndicate desk generated \$1.5 billion in orders (1.9x oversubscribed) and upsized the transaction to \$1.0 billion

Action Items for Potential Participants

Market conditions that are conducive to successful prepaid gas transactions can be fleeting. Tennergy is seeking indications of interest for this opportunity. Please provide responses to the following questions **ASAP**

- Provide your system's indicative desired gas volumes (daily volumes on a monthly basis) and delivery points.
- For your governing body to approve the needed Authorization Resolution and for you to sign the gas supply contract, what internal approvals are necessary?
 - Issuer's Counsel will work with the participant to ensure the resolution meets local requirements
- What would be the most likely timing for obtaining such approvals?
- What is your schedule of governing body meetings in July and August?

Please contact me if you are interested in participating in this transaction.

Contacts:

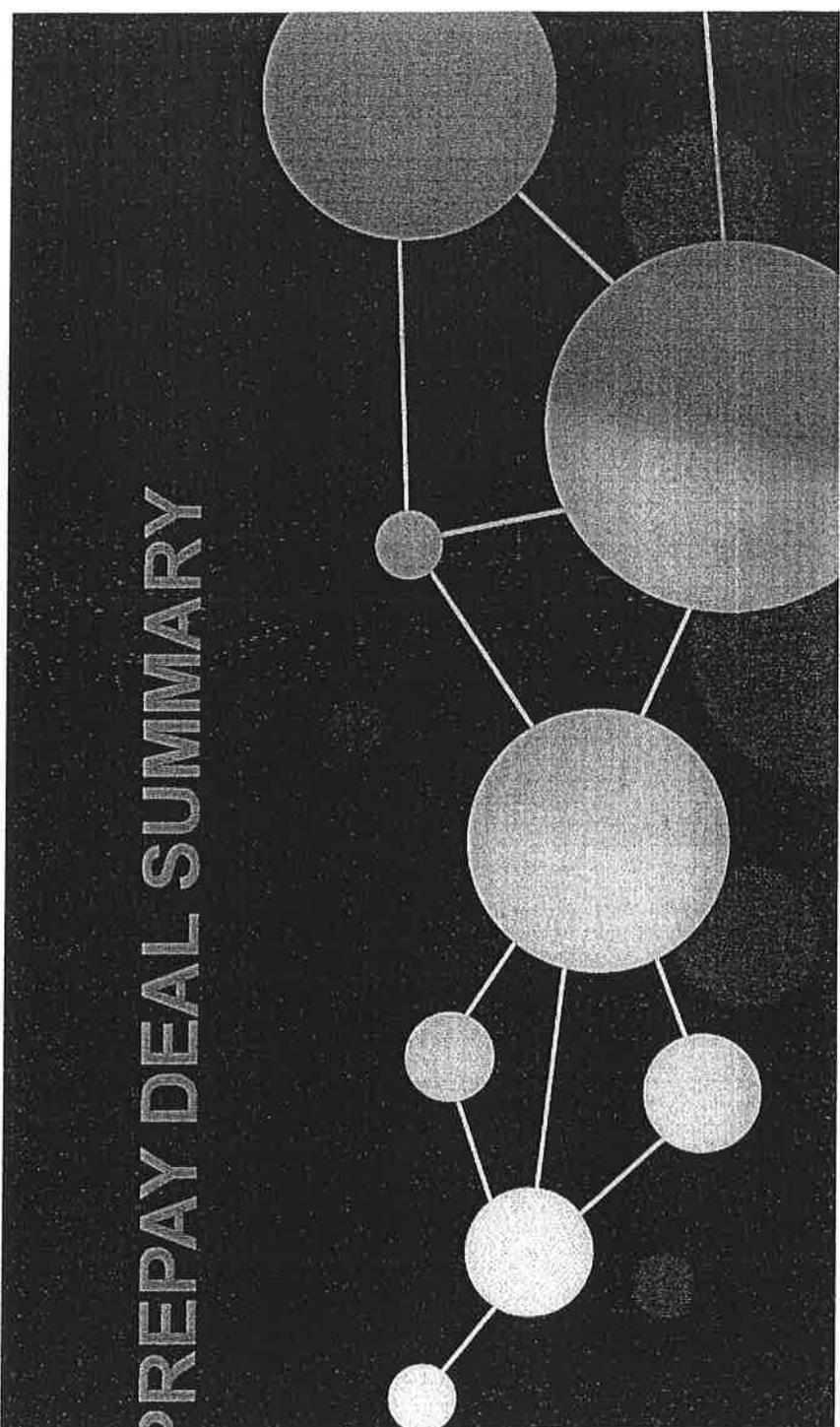
Zac Littrell
CenterPoint Energy Services
Director of Origination
615-525-7979
Zac.Littrell@centerpointenergy.com



MUNICIPAL ENERGY ACQUISITION CORP.

MEAC PREPAY DEAL SUMMARY

June 2018



Municipal Energy Acquisition Corporation (MEAC) PrePay Deal

High-Level Outline

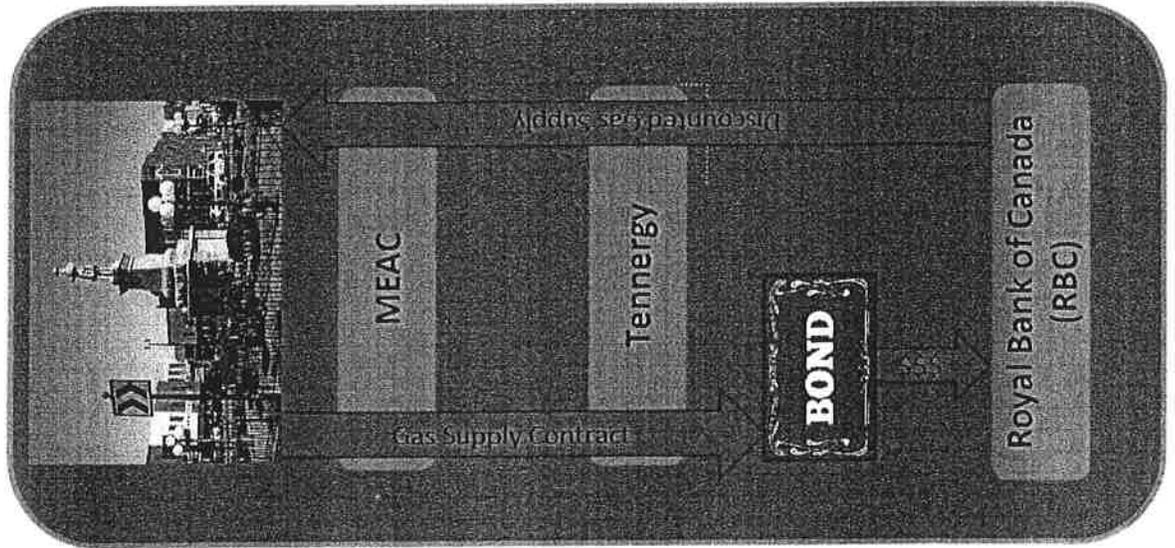
1 Participants commit to purchase gas supply from MEAC.

2 MEAC commits to purchase gas supply from Tennergy.

3 Tennergy issues tax exempt bonds to prepay for gas supply for 30-years.

4 Bond proceeds are used to pay for gas supply in return for discounted supply cost over the life of the bonds.

5 MEAC sells gas supply to participants at a discount to the index price.



Prepay Term

Overall 30-year term for discounted gas supply.

The fixed discount will initially be set *only* for a 5-7 year period.

A minimum discount threshold of \$.30/MMBtu (before project admin fees)* must be obtained before the initial term is set.

After the initial term, the fixed discount will be reset for one or more successive periods (the reset period).

Subsequent reset periods must meet a minimum discount threshold of at least \$.20/MMBtu*

If the minimum discount threshold is not met during subsequent reset periods, participants will have the option to 1) purchase gas supply for the reset period at the then available discount or 2) terminate its Gas Supply Agreement for the remainder of the term.

INCIDENTS FROM: 06/01/2018
TO: 06/30/2018

=====

AGENCY: POLICE

JURISDICTION: CO

ALL DISTRICTS

REPORT BY INCIDENT TYPES

INCIDENT TYPES	NUMBER
=====	=====
MEET P MEET WITH SUBJ/AGENCY	51
MP P MISSING PERSON	7
MVC P MVC NO INJURIES	27
MVCHR P MVC HIT & RUN	5
MVCI P MVC WITH INJURIES	10
NCIC P NCIC CHECK	2
NOISE P NOISE COMPLAINT	18
OD P OVERDOSE	3
PROP P PROPERTY PICKUP	6
PROPDAM P PROPERTY DAMAGE	1
PROW P PROWLER	1
PS P PUBLIC SERVICE	77
PURS P PURSUIT	1
RECKLESS P RECKLESS DRIVER	24
REPO P REPO	9
RQ P REGISTRATION QUERY	123
SCAM P SCAM	3
SEC P SECURITY CHECK	292
SEXASLT P SEXUAL OFFENSE [ASSAULT, MOLESTATION, ABUSE, RAPE]	3
SHOOTING P SHOOTING	11
SHOP P SHOPLIFTING	6
SHOTS P SHOTS FIRED/ HEARD	20
SUIC P SUICIDAL PARTY	5
SUIC-DOA P SUICIDE-COMPLETED	1

INCIDENTS FROM: 06/01/2018
TO: 06/30/2018

=====
AGENCY: POLICE
JURISDICTION: CO
ALL DISTRICTS

REPORT BY INCIDENT TYPES

Table with 2 columns: INCIDENT TYPES and NUMBER. Lists various incident types like SUSPICIOUS ACTIVITY, THEFT, TRAFFIC HAZARD, etc., with their respective counts. Totals 2,092.

While the AMA acknowledges that LED lighting reduces energy consumption and reliance on fossil fuels, the organization, in its “Guidance to Reduce Harm from High Intensity Street Lights” (Policy H-135.927) statement, called for member physicians to “stand against light pollution and [promote] public awareness of the adverse health and environmental effects of pervasive nighttime lighting.” Policy statement H-135.927, however, did not include the input of experts and researchers in the lighting community who have scientific knowledge and application experience in this area. The AMA’s position statement was generated using research articles “published between 2005 and 2016 ... [from] PubMed and Google Scholar databases using the terms ‘light,’ ‘lighting methods,’ ‘color,’ ‘photic stimulation,’ and ‘adverse effects,’ in combination with ‘circadian rhythm/physiology/radiation effects,’ ‘radiation dosage/effects,’ ‘sleep/physiology,’ ‘ecosystem,’ ‘environment,’ and ‘environmental monitoring,’ ” as described in the methods of the report. Although the report does note that “additional information and perspective were supplied by recognized experts in the field,” the expertise of the lighting community’s professional associations, the Illuminating Engineering Society (IES) and the International Association of Lighting Designers (IALD) was not solicited.

The Controversy

While the lighting industry as a whole has come to embrace LEDs—as of 2014, LEDs comprised 10 percent of outdoor lighting applications with calculated energy cost savings of \$1.4 billion, according to the U.S. Department of Energy—speculation and insufficient research has left the public, and even some professionals, in the dark. This has led to misleading coverage in mainstream news outlets. For instance, following the AMA’s announcement, CNN reporter Richard Stevens, in his article “Doctors Issue Warning About LED Streetlights,” asked, “Can communities have more efficient lighting without causing health and safety problems?” The September 2016 *Washington Post* article “Some Cities Are Taking Another Look at LED Lighting After AMA Warning” by Michael Ollove suggested that the AMA’s policy statement adds “credence to the issue and is likely to prompt cities and states to reevaluate the intensity of LED lights they install.” While articles that call attention to the challenges posed by new LED streetlighting and the public’s unfamiliarity and consequential dissatisfaction with the

technology's illumination are not new, those two articles further demonstrate the impact of incomplete or inaccurate information for the public and the confusion it creates. Following the AMA's 2-A-16 report, the IES released a statement promising to "respond to this through a proper analysis." On June 28, 2017, a little more than a year into discussions with the AMA—but no closer to resolution—the IES published position statement PS-09-17. The IALD endorsed the IES's statement.

The Response

Adding to the complexity of the debate is its multifaceted nature. While the IES concurs with some aspects of the AMA's statement, it completely disagrees with the AMA on others. For example, the IES acknowledges that it concurs with the AMA's understanding of the efficiency and environmental savings of LEDs. But the IES continues and points out that the AMA's findings lack sufficient evidence: "Given the state of current knowledge, it is not possible to weigh the probabilities of health care concerns regarding light-at-night and its effect on sleep disruption from outdoor and roadway lighting against the needs of nighttime driver and pedestrian safety, but such deliberations should precede any policy statement that affects both concerns."

The other point of contention is on the subject of color temperature. The IES does not agree with the AMA's color temperature recommendations. Rather, the IES asserts that melanopic content (which is not correlated to color temperature and can appear at higher levels even at lower color temperatures) has more proven negative effects on circadian rhythms than does correlated color temperature. "Common household incandescent lighting," wrote the IES in PS-09-17, "could therefore have significantly higher melanopic dosing than 3000K outdoor or roadway lighting at night due to relatively higher melanopic content, higher light levels, and longer durations of exposure."

The IES concludes its position statement committing to continued work with the AMA and to engage in "collaborative deliberations ... to develop Standards for the benefit of public health and safety." This was an attempt for the organizations to find common ground.

The IALD republished and endorsed the IES response, adding, "While we believe that the scientific research cited by the AMA does not support its policy recommendations, we welcome the AMA's interest in the impact of light on human beings."

What's Next

The AMA, IES, and IALD all declined architectural lighting's invitation to comment. In an email response, IES technical director of standards and research Brian Liebel wrote, "In light of our past and ongoing discussions with the AMA, it is not appropriate for me to elaborate at this time."

The lighting community continues to find ways to work with organizations outside the profession and to promote the need for science-based findings and other critical data for complex lighting issues. Most recently, on Aug. 23, Jim Brodrick, the solid-state lighting technology manager for the U.S. Department of Energy's Building Technologies Office, Office of Energy Efficiency and Renewable Energy, outlined in the DOE's SSL Postings newsletter ongoing research initiatives on the subject of sky glow by the Pacific Northwest National Laboratory and Virginia Polytechnic Institute and State University. He also reiterated the sentiment of others in the lighting community criticizing "misperceptions and mischaracterization of the technical information" with regard to sky glow and blue-rich LED lighting, and the disservice imposed on the public when lighting issues are not presented accurately.

Architectural Lighting will continue to monitor discussions between the AMA, IES, and other lighting entities on this topic. The controversy is yet another example of the important need for lighting designers and their input on critical lighting issues, with their distinct skill set and expert knowledge, especially given the impact of this information on public discourse and in policymaking.

This article originally appeared in the 2017 Sept/Oct issue of Architectural Lighting under the title, "Feeling Blue."

ABOUT THE AUTHOR



Katharine Keane

Katharine Keane is the associate editor of technology, practice, and products for ARCHITECT and Architectural Lighting. She graduated from Georgetown University with a B.A. in French literature, and minors in journalism and economics. Previously, she wrote for *Preservation* magazine. Follow her on [Twitter](#).

From: Tim Sallee <tsallee@covingtones.com>

Date: August 2, 2018 at 3:10:41 PM CDT

To: 'Nathan Wells' <nathan@pathcompany.com>

Subject: RE: Streetlight Retrofit RFI - PATH Company

Nathan:

I am reviewing your LED streetlight proposal spreadsheet so I can explain to the City Board what's in it. I have the following questions and would like for you to provide answers.

What is color rating of the quoted lights? 3000K, 4000K or 5000k? Is there a different cost for a fixture with a higher K rating and what would those costs be per fixture?

All three are doable with the budget we have proposed. See last note regarding pricing. My personal recommendation is 3000K because of the AMA report (just safer to avoid public scrutiny) but we have done 4000K as well with success. 5000K is pretty blue and I would strongly push back against it.

The following questions apply to the "Project Cashflow" Tab:

Row 14 (Item O) – What does that cost per fixture represent?

That was a figure that we used on past jobs (with manufacturer input based on expected failure rates) to allow the city to accrue for the LABOR costs related to fixture replacements after the warranty expires. This is for the labor portion (hence why it starts after the default 1st year labor warranty expires). See note below regarding labor warranty options. Also note that this is always the city's money (they just have a budget line item to allow for payments to you on what I assume is a T&M basis)

Row 15 (Item N) - What does that cost per fixture represent?

That was a figure that we used on past jobs (with manufacturer input based on expected failure rates) to allow the city to accrue for the FIXTURE costs related to fixture replacements after the warranty expires. This is for the equipment portion (hence why it starts after the default 10 year product warranty expires).

Row 16 (Item M) – What is included in the M&V Cost?

That is an OPTIONAL fee to Path Company to provide yearly monitoring of the data and savings to ensure we aren't deviating from design. This is where the "guarantee" in performance contracting comes from. If we are saving less than projected kWh savings then Path will owe the city a "shortfall" check. And the agreement can only be canceled by the city (Path cannot cancel it). It isn't required, but cities often like the insurance. Again... they can cancel it after year 1 if they want to save that money once most of the risk is gone.

What does the streetlight fixture allowance in Column F in years 11-20 represent?

The manufacturer will give us a 10 year material warranty. But in year 11... that is the accrual for a city budget line item to buy the random fixtures that prematurely fail. Note that this is still the city's money... if there are not failures (which there shouldn't be)... then that money is still theirs. But I like to be safe and this will allow for chance.

Does the warranty in years 1-10 include any labor costs to replace failed fixtures?

In this proforma, I only did a 10 year material warranty. But we are doing a 10 year parts and labor warranty in Rockwood that might be worth considering. See notes below on pricing

You show the fixture cost at \$600 per fixture. What part of that is for the actual fixture cost and how much are you charging for labor cost?

Just to be clear.. \$600 per fixture is a BUDGET. I would be happy to take a contract for that amount (since I think it is ultra-safe), but I think it is premature to hard bid it at this stage. I would recommend that the city use the performance contracting process to select Path. At that point we would enter into a development agreement (max cost of \$75,000) where we would do a full audit and design of the streetlight system. This has to be done anyway and will allow us to fully bake out the construction costs and projected savings in an open book manor (i.e. you see all of our costs and Path's fee is shown as a line item). At the end of the development process they would have the choice to A) Pay Path the \$75k development fee and the work product would be yours to do with as you choose (i.e. hire another contractor, etc) or enter into an agreement with Path for the total installation. At which point the \$75k would be rolled into the overall construction job which would most definitely not exceed the \$600 per fixture budget shown here). To be clear... the \$75k development is INCLUDED in the \$600 per fixture budget (it is work that has to be done).

As also mentioned... \$600 per fixture is very SAFE. I have no idea of fixture preferences, control system wants, number of decorative fixtures, installation issues, etc. We typically finalize all of these during the development using an open book process and I would expect this price to fall dramatically after the full development. Additionally, I have found that if you are fixture agnostic I can often get the manufacturers to include the labor warranty as part of the negotiation (that is what happened on Rockwood with Eaton).

But since you asked for it... here is a rough breakdown on the proposed budget. As you can hopefully see, we are being very safe and all of these will be refined during the development process. Path basically gets paid a 10% line item for profit.

Project Development / Audit / Engineering	\$	75	13%
Fixture Cost (unknown brand, unknown options)	\$	225	38%
Sales Tax on Fixture	\$	20	3%
Networked Controls (optional but included at this point)	\$	20	3%
Electrical Installation	\$	75	13%
GIS Data/Project Management	\$	25	4%
Misc Safety Factor for project unknowns	\$	100	17%
Path Profit and Overhead	\$	60	10%
	\$	<u>600</u>	

CPW COMMITTEE MEETING, Aug. 7, 2018

1. New Ordinance – providing for maintenance of Public street Right – of – Ways abutting private property within the City. Follow up report from meeting with MTAS and City crews.

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

DEPARTMENT OF CODE COMPLIANCE 2018

<u>MONTHS:</u>	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>
<u>Beer Licenses:</u>												
Inquiries	12	10	9	9	13	9	10					
New Applications	1		2		0	3	1					
Renewals in Process					0		1					
Liquor by the drink Renewed					0							
<u>Business Licenses:</u>												
Inquiries	45	50	49	59	69	38	56					
New Applications	6	16	15	15	10	10	10					
Renewals Processed	36	53	53	50	70	25	0					
Amended Applications	10	10	10	20	20	20	0					
<u>Peddler Permit:</u>												
Inquiries	7		2	12	10	15	0					
New Applications				1	1	5	1					
Renewals Processed			1	1	3	4	3					

DEPARTMENT OF CODE COMPLIANCE 2018

<u>MONTHS:</u>	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>
<u>Cemetery:</u>												
Inquiries	32	39	26	34	47	30	26					
Grave Sales	2	2	2	2	2	8	2					
Transfer of Graves		4	4				0					
On-site Visits		29	30	30	38	30	30					
<u>Court Clerk:</u>												
Inquiries	4	25	31	22	36	45	51					
<u>Public Works:</u>												
Inquiries	30	35	14	19		30	17					
<u>Animal Control:</u>												
Inquiries		21			5	16	56					
Cats to County			2	1	2	3	0					
Dogs to Foster	2		1	6	1	5	5					
Dogs Picked up by Owner	1		3	5	4	7	6					
Dogs to Dr. Clay	2		2	1	4	7	1					
Dog bites reported		1	1				0					

DEPARTMENT OF CODE COMPLIANCE 2018

<u>MONTHS:</u>	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>
<u>Marketing/Community Involvement:</u>												
Covington Tipton County Chamber of Commerce	X	X	X	X	X	X	X					
Drug Free Tipton	X	X	X	X	X	X	X					
Veteran of the Month Recognition	X	X	X			X	X					
Tipton County Museum	X	X	X	X		X	X					
APAAC	X	X	X	X	X		X					
T.V. Covington Connect	X	X	X	X	X	X	X					
Website	X	X	X	X	X	X	X					
Facebook Pages	X	X	X	X	X	X	X					
Marketing Campaign #COVINGTONPRIDE	X	X	X	X	X	X	X					
Clean Up Fix Up - 3/24/18	X	X	X									
Rotary Club/Lions Club	X		X			X						
Proclamations			X	X	X							

Is your System interested?



500 mcf DAY - NO industrial
SO2 for system -

- Do you have any interest in pursuing this prepay opportunity?
- Indicate desired monthly gas volumes* (which may be delayed, may be ramped up, and may be adjusted seasonally) and delivery points.
 - *CES recommends monthly gas volumes be 1) calculated net of storage injections and withdrawals (if applicable) and 2) no more than 75% of historical system usage be committed to a prepay transaction. ^{only}
- Provide your organization's Moody's rating, and Fitch and/or S&P ratings, if you have them.
- Provide dates of upcoming Council or Board meetings and indicate whether one or more governing body meetings will be required for approval (of a Resolution, Gas Supply Contract and/or other documents).



COVINGTON ELECTRIC SYSTEM

TIMOTHY W. SALLEE, GENERAL MANAGER

David:

I have attached copies of various documents that I would like for you to distribute to the aldermen that will attend the Public Works meeting on Tuesday, August 7th. It would be beneficial that they receive and read this information prior to the meeting so they will have a better understanding of some of the LED options and issues prior to the meeting.

I have included an article from the newspaper in McKenzie published 7-19-18. McKenzie has signed a contract with Trane to pursue LED street lighting. This article will give the aldermen a better understanding of how the process with Trane works, and what the investment grade audit (IGA) is all about.

The second attachment is an article published by American Medical Association (AMA) warning of possible health concerns with LED lighting that is too bright (which is denoted by the "K" color of light). Low K values are more of a dim, warm yellow light; higher K values tend to be bluish. I have also attached a color chart that demonstrates what various K values look like.

The third attachment is an article that rebuts the AMA finding, and was published by lighting engineers and manufacturers.

The last attachment is a copy of an email that I sent to Trane to gain clarification to some of the data included on their spreadsheet. Their responses to my questions are shown below each question.

Thanks,

Tim

8/3/18

A handwritten signature in black ink that appears to read "Tim".

Better Lighting, Electronic Water Meters Could Come to McKenzie

Better Lighting, Electronic Water Meters Could Come to McKenzie

BY JASON MARTIN

jmartin@mckenziebanner.com © 2018 Tri-County Publishing, Inc.

McKENZIE (July 19) — Following multiple workshops and discussions the McKenzie City Council has agreed to pursue an investment grade audit (IGA) with Trane Building Advantage. During a special called meeting, the council wants to go to the next step towards replacing current streetlights with LED lights, along with implementing automatic water reading (AMR) and facility efficiency projects.

Councilman Jason Martin made the motion to move forward with the audit followed by a second from Councilman Randy Callahan. The council unanimously voted in favor for the audit.

The council's vote authorized Mayor Jill Holland to sign a letter of commitment. The letter allows Trane to execute the audit. The cost of the IGA is \$49,885. If Trane does not develop a viable project during the IGA process, then the city will not pay for the audit. In the event Trane does develop a viable project, the city will pay Trane for the audit and the cost will be included in the overall project and paid for within the saving guarantees. If a viable project is developed and the city decides not to contract with Trane, then the city will be required to reimburse Trane for the cost of the audit.

An IGA would take approximately 90 days. The audit includes, Trane and other technical personnel to perform an in-depth study of McKenzie's facilities, street lights and water metering system to identify opportunities, areas of concern and cost saving potential. Upon completion of the audit, Trane will provide the city a final proposal for a guaranteed energy utility saving performance contract. With the completion of the review and acceptance by the city of the audit, Trane will develop strategies with a detailed scope of work.

The preliminary project cost is estimated at \$4,908,227 over a 20-year bonded period. Trane estimates a guaranteed saving of \$6,017,209. With a guaranteed savings, Trane will pay the City of McKenzie a specified amount, if for some reason, the yearly savings does not match the anticipated amount. The use of guaranteed savings will be applied to the maintenance and operations budget (utility dollars) as capital to make needed upgrades and modernizations to municipal building environmental systems.

The city governments of Paris and Rockwood along with Knox County and Robertson County have used Trane to implement the changes. The county school districts of Weakley, Haywood, Knox, Maury and Coffee have also moved towards Trane's energy efficient program. The efficiency program does not replace the normal annual or capital budget. It is to provide a third (supplemental) funding stream by using guaranteed future energy and operational savings as a source of funding.

Through the preliminary study, the annual program cost is \$226,893 per year for 20 years. This purchases existing streetlights from Carroll County Electric, upgrades approximately 1,400 streetlights to LED fixtures, implements of AMR for commercial and residential water meters, and upgrades HVAC and lighting in city own buildings. Trane guarantees \$270,079 each year in savings.

AMA Adopts Guidance to Reduce Harm from High Intensity Street Lights

For immediate release:

Jun 14, 2016

CHICAGO - Strong arguments exist for overhauling the lighting systems on U.S. roadways with light emitting diodes (LED), but conversions to improper LED technology can have adverse consequences. In response, physicians at the Annual Meeting of the American Medical Association (AMA) today adopted guidance for communities on selecting among LED lighting options to minimize potential harmful human and environmental effects.

Converting conventional street light to energy efficient LED lighting leads to cost and energy savings, and a lower reliance on fossil-based fuels. Approximately 10 percent of existing U.S. street lighting has been converted to solid state LED technology, with efforts underway to accelerate this conversion.

"Despite the energy efficiency benefits, some LED lights are harmful when used as street lighting," AMA Board Member Maya A. Babu, M.D., M.B.A. "The new AMA guidance encourages proper attention to optimal design and engineering features when converting to LED lighting that minimize detrimental health and environmental effects."

High-intensity LED lighting designs emit a large amount of blue light that appears white to the naked eye and create worse nighttime glare than conventional lighting. Discomfort and disability from intense, blue-rich LED lighting can decrease visual acuity and safety, resulting in concerns and creating a road hazard.

In addition to its impact on drivers, blue-rich LED streetlights operate at a wavelength that most adversely suppresses melatonin during night. It is estimated that white LED lamps have five times greater impact on circadian sleep rhythms than conventional street lamps. Recent large surveys found that brighter residential nighttime lighting is associated with reduced sleep times, dissatisfaction with sleep quality, excessive sleepiness, impaired daytime functioning and obesity.

The detrimental effects of high-intensity LED lighting are not limited to humans. Excessive outdoor lighting disrupts many species that need a dark environment. For instance, poorly designed LED lighting disorients some bird, insect, turtle and fish species, and U.S. national parks have adopted optimal lighting designs and practices that minimize the effects of light pollution on the environment.

Recognizing the detrimental effects of poorly-designed, high-intensity LED lighting, the AMA encourages communities to minimize and control blue-rich environmental lighting by using the lowest emission of blue light possible to reduce glare. The AMA recommends an intensity threshold for optimal LED lighting that minimizes blue-rich light. The AMA also recommends all LED lighting should be properly shielded to

minimize glare and detrimental human health and environmental effects, and consideration should be given to utilize the ability of LED lighting to be dimmed for off-peak time periods.

The guidance adopted today by grassroots physicians who comprise the AMA's policy-making body strengthens the AMA's policy stand against light pollution and public awareness of the adverse health and environmental effects of pervasive nighttime lighting.

###

Media Contact:

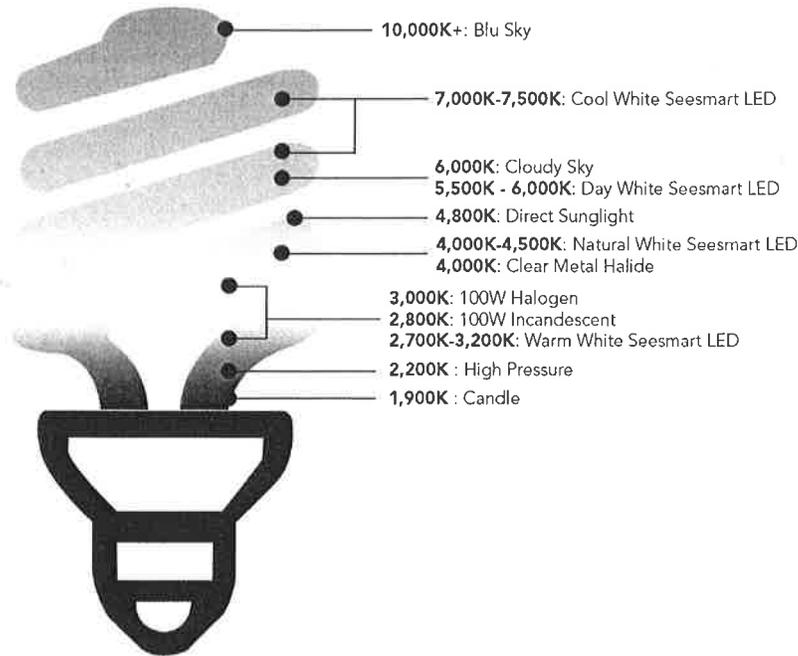
AMA Media and Editorial

Pressroom: (312) 239-4991

Email: media@ama-assn.org

Color Temperature Chart

The right color temperature begins with the bulb. Use the Kelvin temperature color scale below to help identify the approximate hue certain bulbs will provide.



Color Temperatures of Light Bulbs

Aside from the type of the light bulb itself, using Kelvin temperature can also help guide you in determining which fixture is right for each room.

Whether you need an ambient source of light or one for highly-focused task lighting, keep in mind the following Kelvin ranges:

- **Less than 2000K:** gives off a dim glow of light, similar to what you might find from candlelight; best for low-light areas where ambient illumination is welcomed
- **2000K-3000K:** gives off a soft white glow, often yellow in appearance; best for living rooms, dining rooms, bedrooms and outdoor spaces
- **3100K-4500K:** gives off a bright amount of white light; best for kitchens, offices, work spaces and vanities where task lighting is needed
- **4600K-6500K:** gives off a bright amount of blue-white light, similar to that of daylight; best for display areas and work environments where very bright illumination is needed
- **6500K and up:** gives off a bright bluish hue of light, often found in commercial locations; best for bright task lighting

Status Report: AMA Blue Light Controversy

The lighting community responds to the American Medical Association's warning against the use of blue-rich LEDs.

By Katharine Keane

During its annual meeting in June 2016, the American Medical Association (AMA) announced its adoption of new guidelines regarding the use of LED technology in outdoor applications due to what it saw as "potential harmful human and environmental effects." This was described in the organization's "Guidance to Reduce Harm from High Intensity Street Lights" statement—further detailed by AMA official policy statement H-135.927—which asserted: "Recent large surveys found that brighter residential nighttime lighting is associated with reduced sleep times, dissatisfaction with sleep quality, excessive sleepiness, impaired daytime functioning, and obesity." Based on conclusions from a 2016 report (2-A-16) titled "Human and Environmental Effects of Light Emitting Diode (LED) Community Lighting," and produced by the AMA's Council on Science & Public Health (CSAPH), the AMA's statement warned that the use of blue-rich LEDs was a cause for alarm in both lighting and healthcare settings, albeit for different reasons. The resulting story was far-reaching, garnering attention from major news outlets such as CNN and *The Washington Post*.

The Issue

The AMA's H-135.927 official policy statement (a result of the CSAPH Report 2-A-16) listed three key points:

- *Our AMA supports the proper conversion to community-based LED lighting, which reduces energy consumption and decreases the use of fossil fuels.*
- *Our AMA encourages minimizing and controlling blue-rich environmental lighting by using the lowest emission of blue light possible to reduce glare.*
- *Our AMA encourages the use of 3000K or lower lighting for outdoor installations such as roadways. All LED lighting should be properly shielded to minimize glare and detrimental human and environmental effects, and consideration should be given to utilize the ability of LED lighting to be dimmed for off-peak time periods.*

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.

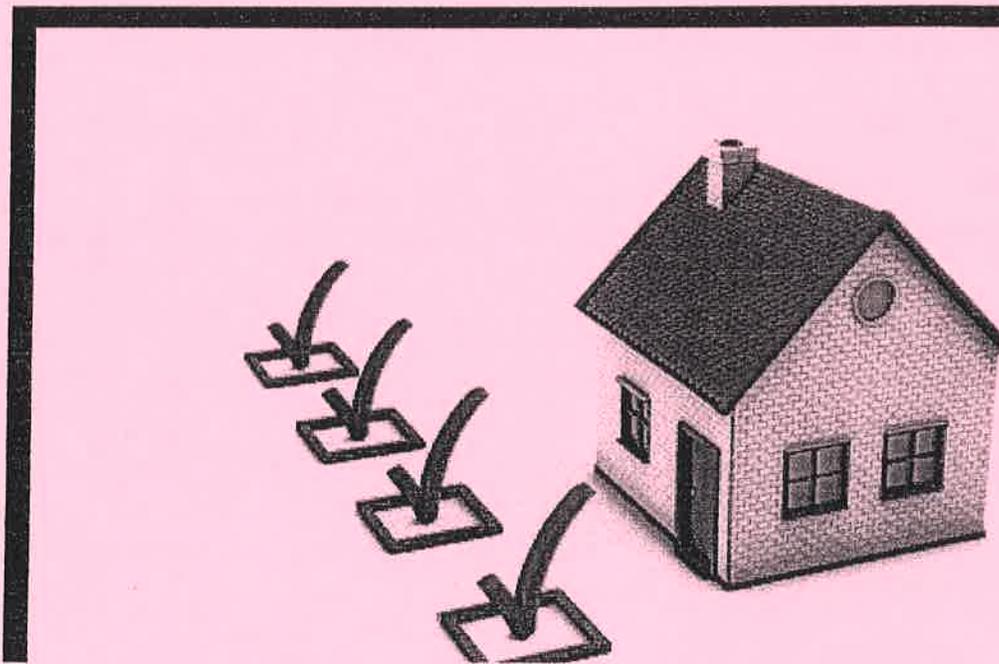
Meeting was called to order by Chairman Joe Swaim.

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.

**PLANNING COMMISSION MEETING
JUNE 5, 2018
12:00 PM NOON
LOWER LEVEL CONFERENCE ROOM
AT CITY HALL**



**AGENDA FOR THE MEETING OF THE
COVINGTON MUNICIPAL-REGIONAL PLANNING COMMISSION
June 5, 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**
- IV. OLD BUSINESS**
- V. OTHER BUSINESS**
- VI. ADJOURNMENT**
- VII. TRAINING**
 - Kelo vs. New London

Next Meeting: July 3, 2018

Covington Municipal –Regional Planning Commission met at City Hall on May 1, 2018 at 12:00 p.m. with the following members present: Chairman Joe Swaim, Commissioners: Joe Auger, Alice Fisher, C H Sullivan, and Johnnie Walker. Also present were Building Official Lessie Fisher, Fire Inspector Sammy Beasley, Houston Gordon, Debbie Gordon, City Attorney Rachel Witherington, 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.

An application to change the uses permitted in the M-3 (Artesian – Industrial) District to allow retail trade-eating and drinking, retail trade-food, and accessory single family residential dwellings was received. Houston Gordon approached the Commission requesting the removal of the restriction placed on retail food and drink along with allowing residencies associated with business. A recommendation by Planner Will Radford was the Planning Commission consider the area and proposed uses and consider what factors have changed, if any, would allow restaurants to be permitted in the M-3 District.

Motion was made by C H Sullivan and seconded by Alice Fisher to recommend to the Board of Mayor and Aldermen the text amendment to the present Ordinance. Motion passed.

The first reading of this text amendment will be June 12, 2018. The third reading will be either July 10 or July 24.

There being no further business, the meeting adjourned at 12:32 p.m.

PROJECT CODE RECAP FOR PERMITS ISSUED: 5/01/2018 TO 5/30/2018

Description	# of Permits	Fees	Value
Accessory Building	4	187.50	23,000
Renovations - Commercial	1	3,745.50	1,069,023
Demolition	1	150.00	150
Fences	3	105.00	3,154
Plumbing	1	27.50	27
Renovations - Residential	1	66.00	10,000
Sign Installation	5	87.00	4,900
TOTALS	16	4368.50	1,110,254

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 Gridiron Association
PO Box 501
Covington, TN 38019

August 8, 2018

RE: The Use of Fireworks During CHS Home Football Games

Mayor Hanson,

We would like to ask permission to set off a single firework following each touchdown earned at every CHS Charger home game this season. Over the course of the season, there will only be five regular season home games, and there are normally no more than 4-5 touchdowns scored at each game. As President, I will make sure to have a responsible party to igniting the fireworks at each of those games. If at any time, I feel it is not safe to continue this practice, it will be immediately discontinued. We are always trying to gain and maintain community involvement and momentum in the Charger Football Program, and we feel the use of fireworks would both excite the fans as well as the players.

Thank you for your consideration, continued support, and all that you do to promote and grow our community. If you have any questions, please give me a call at the number listed below. Hope to see you there! Go Chargers!!!

Sincerely,

Jeremy McDivitt

President
Covington Gridiron Association
Phone: 901.494.1343

RESOLUTION

A RESOLUTION FOR THE CITY OF COVINGTON, TENNESSEE TO ENTER INTO AN AGREEMENT WITH BRYCER, LLC TO PROVIDE THIRD PARTY INSPECTION REPORTING SERVICES

WHEREAS, the City of Covington, Tennessee Public Safety Committee approved a request by Fire Chief Michael Naifeh to enter into an Agreement with Brycer, LLC for third party inspection reporting services; and

WHEREAS, the City of Covington, Tennessee adopted the 2012 edition of the International Building Code with the approval of Ordinance No. 1688; and

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

SECTION 1: That the City of Covington, Tennessee and the appropriate officers thereof enter into an Agreement with Brycer, LLC for the provision of third party inspection reporting services, substantially in the form attached hereto as Exhibit A.

SECTION 2: BE IT FURTHER RESOLVED that all third party inspection providers shall use the Brycer system for reporting inspection results and inspection-related information, or such other system or company as may be directed by the City of Covington, Tennessee Building Official after authorization by the Board of Mayor and Aldermen

ADOPTED this 14th day of August, 2018.

Mayor

Recorder/Treasurer

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

June 28th, 2018

Covington Fire Department
C/O:
City of Covington, Tennessee
200 W. Washington Ave.
Covington, TN 38019

Re: **"The Compliance Engine"**

Dear Covington Fire Department:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, _____ ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and

appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
__ day of _____, 20__:

City of Covington, Tennessee

By: _____
Justin M. Hanson, Mayor


Tina Dunn, Recorder/Treasurer

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of

security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

RESOLUTION

CITY OF COVINGTON, TN

WHEREAS, the Tennessee Department of Transportation has responsibility for the administration of the Tennessee Department of Transportation-Multimodal Access Grant which is designed to assist communities in their efforts to develop pedestrian, bicyclists, and other non-motorized forms of transportation; and

WHEREAS, the City of Covington, acting by and through its City Council proposes to apply for 2018 Multimodal Access Grant funds for the purpose of performing eligible transportation enhancement activities that will benefit the majority of the residents of the City of Covington.

WHEREAS, the City of Covington will provide local financial support in conjunction with the 2018 Multimodal Access Grant funds to complete the project, and,

WHEREAS, the City of Covington, as a recipient is required to designate and appoint a Financial Officer to perform certain duties in the administration of said grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Covington as follows:

THAT, Mayor Justin Hanson is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, Department of Transportation, requesting Fiscal Year 2018 Multimodal Access Grant funds for the 2018 City of Covington Multimodal Access Project.

THAT, the City of Covington will be responsible for the local cash /match toward the project to be provide in full by the general account; and

THAT, Mayor Justin Hanson be and is hereby designated and appointed as Financial Officer and to perform on behalf of the City of Covington, Tennessee, those acts and assume such duties as are consistent with said position.

READ AND ADOPTED this the _____ day of _____, 2018.

CITY OF COVINGTON

Mayor

ATTEST:

Ordinance 1710

AN ORDINANCE TO AMEND TITLE 13 PROPERTY MAINTENANCE REGULATIONS, SECTION 13-104 (3)
OVERGROWN AND DIRTY LOTS

WHEREAS, Ordinance 1710 has not been codified as a part of the Covington Municipal Code but is maintained in the office of the Recorder-Treasurer.

NOW, THEREFORE BE IT ENACTED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF COVINGTON, TENNESSEE THAT:

Section 1. By deleting the sentence "The notice shall be sent by registered or certified United States Mail, addressed to the last known address of the owner of record." and shall be replaced by "The notice shall be given by United States mail, addressed to the last known address of the owner of record" as per Tennessee Code Annotated 6-54-113 (b).

Section 2. This ordinance shall take effect from and after its passage, the welfare of the corporation demanding it.

Passed 1st Reading

Mayor

Passed 2nd Reading

Public Hearing

Recorder-Treasurer

Passed 3rd Reading

A T & T	651.62	Calvin Johnson	259.00
A2H	225,259.39	ATCO International	1,682.00
All Day Lawn Care	350.00	Aviation Fuels, Inc.	28,893.61
Armour Family Medicine PLLC	315.00	BancorpSouth	4,654.37
Barbara McBride	360.00	BNY Mellon (Biomass)	3,698.06
Baymont Inn & Suites	679.44	Bob Austill	3,168.00
BFI N Shelby Landfill	1,034.35	Brenntag Mid-South, Inc.	1,255.00
Brad Dunavant	228.00	Buddy Lewis	220.00
Centerpoint	89,388.35	Charles Grant	184.00
City of Memphis	5,000.00	Cody Faulk	300.00
Covington Charger Soccer	250.00	Comcast	411.65
Fidelity Search Enterprises	300.00	Community Development	2,250.00
G & C Supply Co	4,707.68	Concepts	355.62
Glenn Travis	166.77	CO-OP	528.00
Gulf States Engineering	50,298.34	Cottrell Electric	5,719.64
H.T. Hackney Co.	331.82	Dew Termite & Pest Control	450.00
HACH	418.75	Doc Output Center	639.90
Home Depot	2,047.45	FlagCenter	560.76
Hub City Tire	4,638.08	Gordon, Shaw Law Group	157,333.33
Itron Inc	1,013.03	Jason Jenkins	356.36
Jackson, Shields, Yeiser & Holt	1,072.50	Jeremy Channell	255.90
John Deere Financial	499.96	Joshua Travis	1,445.00
Kings Firearms	2,125.40	Just-N-Case	1,600.00
KONE	355.67	KONE	355.67
Lessie Fisher	125.58	Local Government	46,546.78
Louis Forrester Roofing	3,800.00	Mark Heaston	311.10
Matthew Gardiner	340.00	Metropolitan	522.69
Naifeh's	348.39	Mid-South BUS Center	324.94
Nashville Airport Marriott	333.99	MidWest Fire	83,251.00
Nevco	4,140.40	National Water Services	50,882.00
NFPA	1,345.50	Northern Safety & Ind	496.52
On Time Telecom	250.00	Owen/Witherington Law	4,575.00
O'Reilly	1,126.08	Pace Analytical	280.00
Parish Trans Inc.	1,800.00	Quill	369.25
Richard Griggs	142.00	Regions	1,080.33
Russ Jones	1,428.00	Roy Clay Turner	386.95
Security Lines Us	7,995.00	Sanford Geary Electric	3,190.00
Sherri Onorati	586.97	Ted's Glass Company	449.38
Sprinkler Systems	398.94	The Leader	2,559.50
TDOT, Aeronautics Divison	10,266.20	THYSSENKRUPP Elevator Corp	1,320.00
TML POOL	557,942.00	Tipton County Sanitation	1,512.00
TN Dept of Comm & Ins	6,000.00	Tipton CTY E911	40,681.77
TN Municipal League	2,526.00	TN Dept Env & Conservation	6,631.30
TN Tractor LLC	420.27	US Bank	674.23
USA Bluebook	464.17	Waypoint	1,965.00
Verizon	4,004.16	Wells Fargo	275.00
Wal-Mart	1,689.21	West TN Ready-Mix LLC	1,368.00

