

JUSTIN HANSON
Mayor



TINA DUNN
Recorder-Treasurer

City of Covington

POST OFFICE BOX 768
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THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON,
TENNESSEE ON MARCH 26, 2019 at 5:30 p.m.

1. Meeting to be called to order by Mayor Justin Hanson.
2. Invocation to be given by Alderwoman Minnie Bommer.
3. Pledge of Allegiance to the Flag to be led by Alderwoman Johnetta Yarbrough.
4. Minutes of the Preceding Meetings to be approved.
5. Report from Committees:
 - Minutes of the General Welfare – Public Relations Committee Meeting
 - Minutes of the Finance & Administrative Committee Meeting
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Justin Hanson:
 - Contract for Transportation Alternatives Program – A2H
 - Request from Gateway Baptist Church
 - Updates
9. Report from Recorder-Treasurer Tina Dunn:
 - Sales Tax Report
10. Report from City Attorney Rachel Witherington
11. Old Business:
12. New Business:
 - Ordinance 1711 (Ritter Communication Franchise Fee) (Public Hearing) ready for approval on third and final reading.
 - Ordinance 1712 (Rezoning Baskin Property) ready for approval on second reading.
 - Bills Over/Under \$1,000.00 ready for Board Approval

The Board of Mayor and Aldermen met at City of Covington on February 26, 2019 at 5:30 p.m. with the following members present: Mayor Justin Hanson, Aldermen: Danny Wallace, Keith Phelps, Johnetta Yarbrough, C H Sullivan, Minnie Bommer, and Jeff Morris. Also present were Public Works Director David Gray, Building Official Lessie Fisher, Personnel Director Tiny Rose, Assistant Fire Chief Richard Griggs, Park & Recreation Director Joe Mack, Police Chief Buddy Lewis, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Mayor Justin Hanson.

Invocation was given by Alderman C H Sullivan.

Pledge of Allegiance to the Flag was led by Alderman Danny Wallace.

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

Motion was made by Alderman Keith Phelps and seconded by Alderman C H Sullivan to approve the Minutes of the Beer Board (See Attached).

Motion was made by Alderman Keith Phelps and seconded by Alderman Danny Wallace to approve the Minutes of the General Welfare – Public Safety Committee Meeting (See Attached). Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderwoman Jeff Morris to receive the Minutes of the Covington Municipal Regional Planning Commission Meeting (See Attached). Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman C H Sullivan to approve the Minutes of the Public Works Committee Meeting (See Attached). Motion passed.

Mayor Hanson requested any additions to the agenda, and at that time, Alderwoman Minnie Bommer voiced her concerns on the recent events of Fire Chief Michael Naifeh. She went on record to say she did not approve of how the matter was handled. She believed all employees should be treated fairly and with respect.

Carolyn Wilson approached the committee opposing the rezoning of the Baskin Property.

Mayor Justin Hanson presented the contract between the City of Covington and Community Development Partners for the Transportation Alternative Grant for approval (See Attached).

Motion was made by Alderman Keith Phelps and seconded by Alderwoman Minnie Bommer to approve the contract between the City of Covington and Community Development Partners for the Transportation Alternative Grant. Motion passed.

Mayor Justin Hanson recommended the appointment of Thomas Adams, Jr. to serve on the Covington Municipal Regional Planning Commission and Historic Zoning & Appeals for the remainder of the term for Johnnie Walker.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman Jeff Morris to approve the appointment of Thomas Adams, Jr. to serve on the Covington Municipal Regional Planning Commission and Historic Zoning & Appeals for the remainder of the term for Johnnie Walker. Motion passed.

Evangeline Parker, Comcast Field Representative, presented a technology grant in the amount of \$10,000.00 to the Boys & Girls Club.

Recorder-Treasurer Tina Dunn presented the sales tax report for collections received in February, 2019. This report showed a decrease in sales of 6.5% for this month last year (See Attached).

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Johnetta Yarbrough to approve the sales tax report from Recorder-Treasurer Tina Dunn. Motion passed.

City Attorney Rachel Witherington discussed the Biomass Gasification lease between the City of Covington and Southern Environmental Services. SES will have to apply for a permit from TDEC. Some additions to the lease included Pollution Insurance and a performance bond.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman C H Sullivan to approve the Biomass Gasification lease between the City of Covington and Southern Environmental Services. Motion passed.

City Attorney Rachel Witherington will distribute packets to all board members concerning the recent events on Fire Chief Michael Naifeh. Mayor Hanson reported there will be a called meeting on Thursday, March 21, 2019, at 5:30 p.m. Executive session will begin at 5:00 p.m. This called meeting will be on the employment status of Fire Chief Michael Naifeh.

Mayor Justin Hanson presented Ordinance 1711 (Ritter Communication) for approval on second reading (See Attached).

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer to approve Ordinance 1711 (Ritter Communication) on second reading. Motion passed.

Mayor Justin Hanson presented Ordinance 1712 (Baskin Property Rezoning) for approval on first reading (See Attached).

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer to approve Ordinance 1712 (Baskin Property Rezoning) on first reading. Motion passed.

The bills over \$1,000.00 were presented for approval:

BancorpSouth	Various Depts	Travel/Training	\$ 4,978.78
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BFI N Shelby Landfill	WWTP	Sewer Treatment & Disposal	\$ 5,099.17
BNY Mellon	Biomass	Interest Pymt on Bond	\$ 4,118.58
Bob Austill	Street	Concrete Work	\$ 2,477.58
Brenntag Mid-South	WTP/WWTP	Chemicals	\$ 5,201.50
Burleigh Consulting	Various Depts	Pension	\$ 2,000.00
Chamber of Commerce	Gas	Quarterly Contribution	\$ 13,500.00
Community Development	Water/Sewer	Construction in Progress	\$ 13,000.00
Cottrell Electric	Water	Repair & Maint	\$ 3,223.26
Cov /Tipton Emergency Mgmt	General	Oct-Dec 2018 Qtrly Pymt	\$ 7,011.19
Covington Electric	Street	Bucket Truck Pymt	\$ 2,500.00
G & C Supply	Gas/Water	Supplies	\$ 5,157.85
Jackson Off Road Plus	Sewer	Bumper / Step for 2019 Chevy	\$ 2,037.00
Jonathan Lightsey	Police	Travel	\$ 699.64
Local Government	General	Data Processing	\$ 1,222.75
Michael Naifeh	Fire	Training /Travel	\$ 156.00
National Water Services	Water	Repair & Maint on Well Pump #7	\$ 9,957.00
Nsite	General	Frazier Park Project	\$ 44,750.37
Pavement Restorations	Street	Road Repair	\$ 2,924.34
Republic Services	Sanit	Contracted Services	\$ 76,784.13
Ronald Franks Construction	WWTP	Repair & Maint	\$ 7,750.00
Verizon	Police	Telephone	\$ 1,258.00
Wal-Mart	Various Depts	Supplies	\$ 3,014.28
WaterServ Company	WWTP	Repair to aerator @ #2 digester	\$ 2,440.00
West Tn Ready Mix	Street	Repair & Maint to Roadway	\$ 4,227.50
Wooten Oil Co	Various Depts	Fuel	\$ 2,703.86
		TOTAL	228,192.78

Motion was made by Alderman C H Sullivan and seconded by Alderman Jeff Morris that the preceding bills over \$1,000.00 be paid when properly approved. Motion passed.

There being no further business, the meeting adjourned at 6:20 p.m.

Attest:

Mayor

The Board of Mayor and Aldermen met at City Hall for a Called Board Meeting on March 21, 2019 at 5:40 p.m. with the following members present: Mayor Justin Hanson, Aldermen: Danny Wallace, Keith Phelps, Johnetta Yarbrough, Minnie Bommer, Jeff Morris, and C H Sullivan. Also present were City Attorney Rachel Witherington, Attorney Steve Shields, Attorney Barney Witherington, Police Chief Buddy Lewis, Assistant Fire Chief Richard Griggs, Building Official Lessie Fisher, Personnel Director Tiny Barton, Public Works Director David Gray, Senior Accountant Kristin Mathis, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Mayor Justin Hanson.

Invocation was given by Alderman Jeff Morris.

Pledge of Allegiance to the Flag was led by Alderman Keith Phelps.

Mayor Justin Hanson gave an update on the suspension of Fire Chief Michael Naifeh. This suspension is for 30 days with pay. The Board of Mayor and Aldermen is required to make a determination of the employment status of Fire Chief Naifeh after this suspension. Mayor Hanson reported Fire Chief Naifeh used public funds for private use around a year ago. This was discovered by Recorder-Treasurer Tina Dunn and Senior Accountant Kristin Mathis. At this time, the incident was reported by Mayor Hanson to the Comptroller's office. Attorney Barney Witherington approached the Board on behalf of Fire Chief Naifeh. He thinks a resolution will be reached in two to three weeks and feels the charges will be dismissed. He requested the Board for an extension until this criminal case is resolved. Labor Attorney Steve Shields approached the Board stating they are responsible for an administrative decision on the employment status of the Fire Chief. He gave the Board the following options: (1) termination, (2) return to work, (3) right to modify decision, and (4) continuation of suspension to another date. Attorney Shields informed there will need to be another meeting if an additional time period is granted. The Board of Mayor and Aldermen's actions are independent of the criminal case.

Motion was made by Alderwoman Bommer and seconded by Alderman Keith Phelps to extend the continuation of Fire Chief Naifeh's suspension with pay up to thirty days starting April 4, 2019.

Voting Aye: Phelps, Bommer, Sullivan, Hanson

Voting Nay: Wallace, Yarbrough, Morris

Motion passed.

City Attorney Rachel Witherington wanted to go on record disclosing Defense Attorney Barney Witherington is her brother-in-law. The only conversation between them was the date of the called meeting and all other matters have been and will be discussed with Attorney Steve Shields.

There being no further discussion, the meeting adjourned at 6:10 p.m.

The General Welfare – Public Relations Committee met at City Hall on March 12, 2019 at 4:00 p.m. with the following members present: Chairman Alderwoman Minnie Bommer, Mayor Justin Hanson, Alderman C H Sullivan, and Alderman Keith Phelps. Also present were Alderwoman Johnetta Yarbrough, Alderman Danny Wallace, Alderman Jeff Morris, Parks and Recreation Director Joseph Mack, Airport Manager Robin Anderson, Museum Director Barrie Foster, Public Works Director David Gray, Assistant to the Mayor Sara Gangaware, and Recorder-Treasurer Tina Dunn.

Chairman Alderwoman Minnie Bommer called meeting to order.

Airport Manager Robin Anderson reported the fuel sales for February were 2,040 gallons. A letter from QTpod was given to inform the committee of an upcoming expense for the 2019-20 budget year. This is an update for the automated fuel sales system. The cost of the hardware itself is about \$14,000.00. More information will be gathered for the installation and software costs. The Grounds Maintenance Equipment grant is in place and we are starting to purchase the equipment. The LED Lighting project grant is also in place and the tentative start date is May 1, 2019. The tree survey request will go before TDOT Projects Board on March 21, 2019.

Motion was made by Mayor Justin Hanson and seconded by Alderman C H Sullivan to accept the report from Airport Manager Robin Anderson. Motion passed.

Park and Recreation Director Joe Mack began discussion on the TN Department of Health-Project Diabetes Grant. This will focus on innovative primary prevention strategies to prevent and/or improve diabetes and obesity. The grant proposal is for a bicycle playground and park for children. If funded, there is no local match for this project. Director Mack is working on the outdoor movie series in our parks for 2019 partnering with Drug Fee Tipton. Covington Parks and Recreation is conducting a membership drive and planning the summer camps. The Junior Homerun Derby and the Pitch-Hit & Run will be held on April 6, 2019. The pump house at the aquatic center has been repaired at a cost of \$2,250.00. Baseball and softball drafts have been underway and fields are ready for practice and play.

Motion was made by Alderman C H Sullivan and seconded by Alderman Keith Phelps to accept the report from Park and Recreation Director Joe Mack. Motion passed.

Museum Director Barrie Foster gave an update for the upcoming events. The Veteran of the month for March is Victoria Outlaw Coone. Sheryl Rose will have a nature walk and garden tour on April 27th in honor of Earth Day. Director Foster is currently working with City Attorney to create a photography permit for anyone wishing to take pictures on museum grounds. May Festival will take place on May 4, 2019. A request was made to purchase computer/server updates. The expected cost is \$5,000.00. The VFW held a fundraiser for the expansion of the Museum raising \$566.00.

Motion was made by Alderman C H Sullivan and seconded by Alderman Keith Phelps to amend the budget to include \$5,000.00 for the computer/server updates. Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman Keith Phelps to approve the report from Museum Director Barrie Foster.

There being no further business, the meeting adjourned at 4:47 p.m.

Annual Sales Profile

Start date: 1/1/2019
End date: 12/31/2019

Site: Covington Airport

Inventory History — Complete Summary

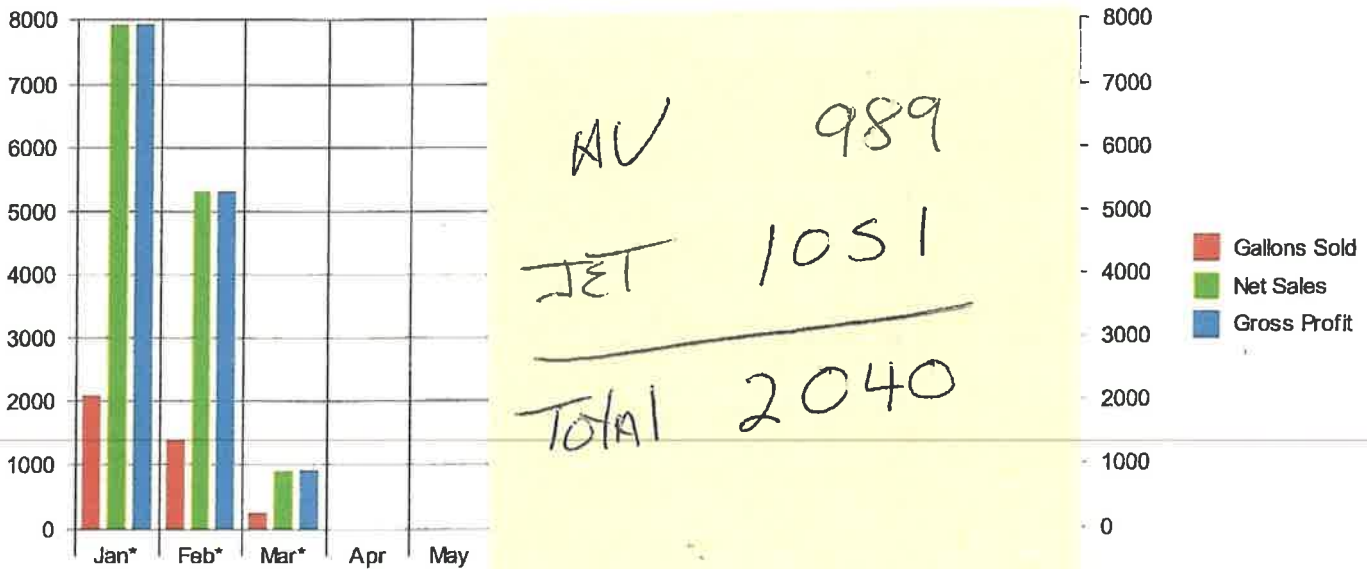
	Jan*	Feb*	Mar*	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y.T.D*
Beg Inventory	(425,972.900)	(428,065.700)	(429,471.700)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)
Gal Purchased	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Adjustments	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Gallons Sold	2,092.820	1,406.000	245.860	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	3,744.680
End Inventory	(428,065.700)	(429,471.700)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)	(429,717.600)

Financial History — Complete Summary

	Jan*	Feb*	Mar*	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y.T.D*
Net Sales	7,938.760	5,326.630	921.270	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	14,186.660
Cost of Goods	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Gross Profit	7,938.760	5,326.630	921.270	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	14,186.660

Monthly Statistics — Complete Summary

	Jan*	Feb*	Mar*	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y.T.D*
Avg Sale \$	149.788	123.875	102.363	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	125.342
Avg Sale Vol	39.487	32.698	27.318	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	33.168
Avg PPU Vol	3.793	3.788	3.747	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	3.776
Avg CPU Vol	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Avg Margin/Unit	3.793	3.788	3.747	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	3.776
Avg Margin/Sale	149.788	123.875	102.363	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	125.342
% of Vol YTD	55.888	37.547	6.566	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	100.000
% of Profit YTD	55.959	37.547	6.494	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	100.000
# of Sales	53.000	43.000	9.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	105.000



* INVALID DATA. Fuel sold exceeds fuel purchased.



**IMPORTANT NOTICE FOR ALL OPERATORS OF M3000
SELF-SERVE FUELING TERMINALS INSTALLED PRIOR TO 2010**

February 18, 2019

Covington Municipal Airport (Tn)
169 Airport Parkway Dr
Covington, TN 38019-4331



Dear Covington Municipal Airport (Tn)

This letter serves as advance notice that after June 30, 2020, QTPOD will discontinue all product support for M3000 Self-Serve Fueling Terminals that were installed prior to **January 1, 2010**.

Manufacturing of the M3000 was discontinued in 2017, and as result, new replacement parts from our partners and suppliers are limited, or in some cases no longer available. While we are planning on salvaging parts from returned M3000 units and reconditioning the components as replacement parts, this effort may not yield enough inventory of spare parts to meet demand of the entire installed base.

Thus, we will no longer offer software updates, replacement parts or technical support, including telephone technical support, for your M3000 Self-Serve Fueling Terminal. We are notifying you now, well in advance of the end of support date, so you can plan accordingly.

We regret any inconvenience this announcement may cause; unfortunately, providing support for older units is simply no longer feasible. It is important to note that your unit may continue to operate as normal beyond the end of support date, however, you will not be able to obtain software updates, telephone support or replacement parts for your unit after June 30, 2020.

As such, you may want to consider upgrading to the M4000, our newest and award-winning self-serve fueling terminal and take advantage of a special, limited discount we are offering for returned M3000 units. ~~The M4000 was designed with many new technologically-advanced features that make fueling operations easier~~ for your customers and fuel management easier for you. For your convenience, I've included a flyer with information on the M4000.

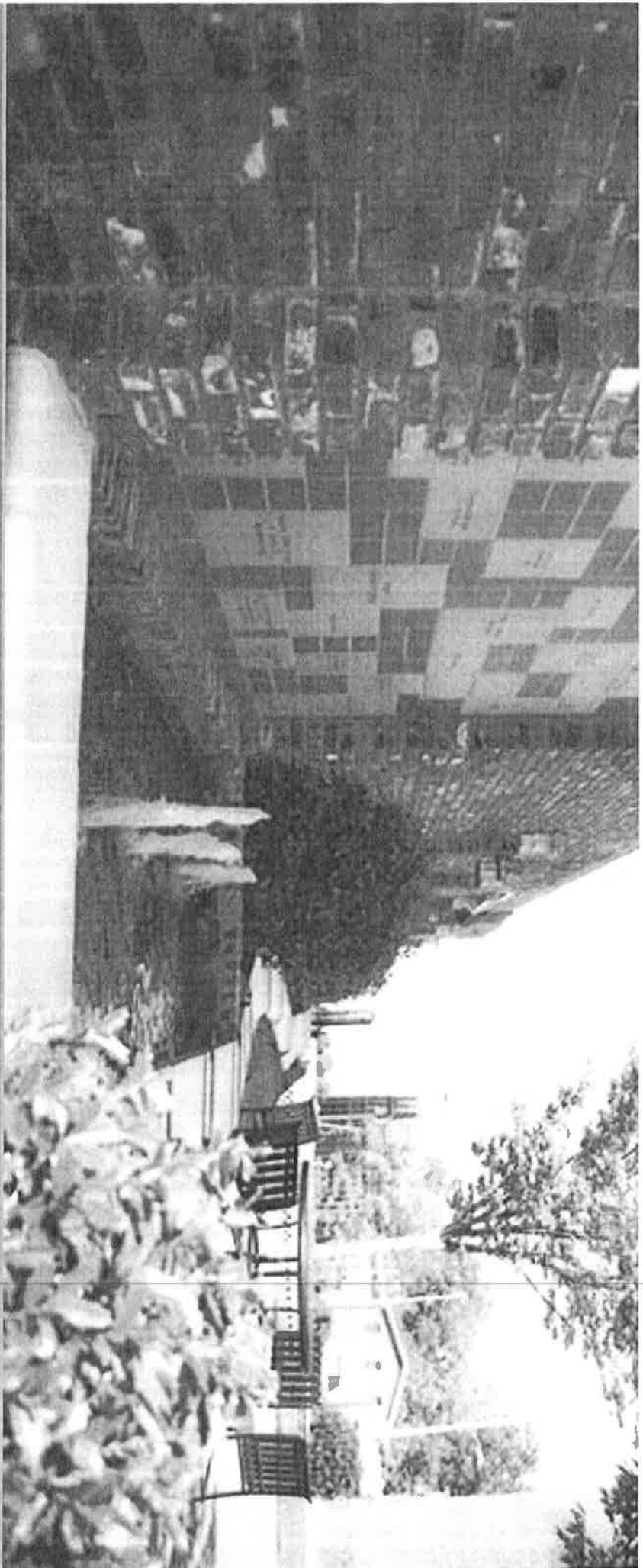
If you have questions regarding this notice or would like more information regarding the M4000 special discount for M3000 owners, please call or email me at 303.962.3413 or Sales@QTpod.com.

Sincerely,

Matt Duncan
General Manager



Enhancing our community's vitality through volunteerism, collaboration, partnerships and outreach.



AGENDA



- ❖ **TN Department of Health-Project Diabetes Grant**
- ❖ **Outdoor Movie Series**
- ❖ **Sportsplex/Pool Membership Drive**
- ❖ **Summer Camps**
- ❖ **Homerun Derby & Pitch, Hit & Run**
- ❖ **Pool Pump House**
- ❖ **Tipton County Museum**



Project Diabetes



Background: Project Diabetes is a statewide initiative focusing on innovative primary prevention strategies to prevent and/or improve diabetes and obesity. Fundamental goals of the Project Diabetes Initiative are to:

- ❖ Decrease obesity across the State.
- ❖ Prevent or delay the onset of Type 2 diabetes.
- ❖ Educate the public about obesity prevention.
- ❖ Promote community, public-private partnerships to solve health problems related to obesity and diabetes.

Project Diabetes (Cont')



GOALS

Performance Goal 1: Make physical activity an integral and routine part of life.

Performance Goal 2: Create food and beverage environments that ensure that healthy food and beverage options are the routine, easy choice.

CATEGORIES

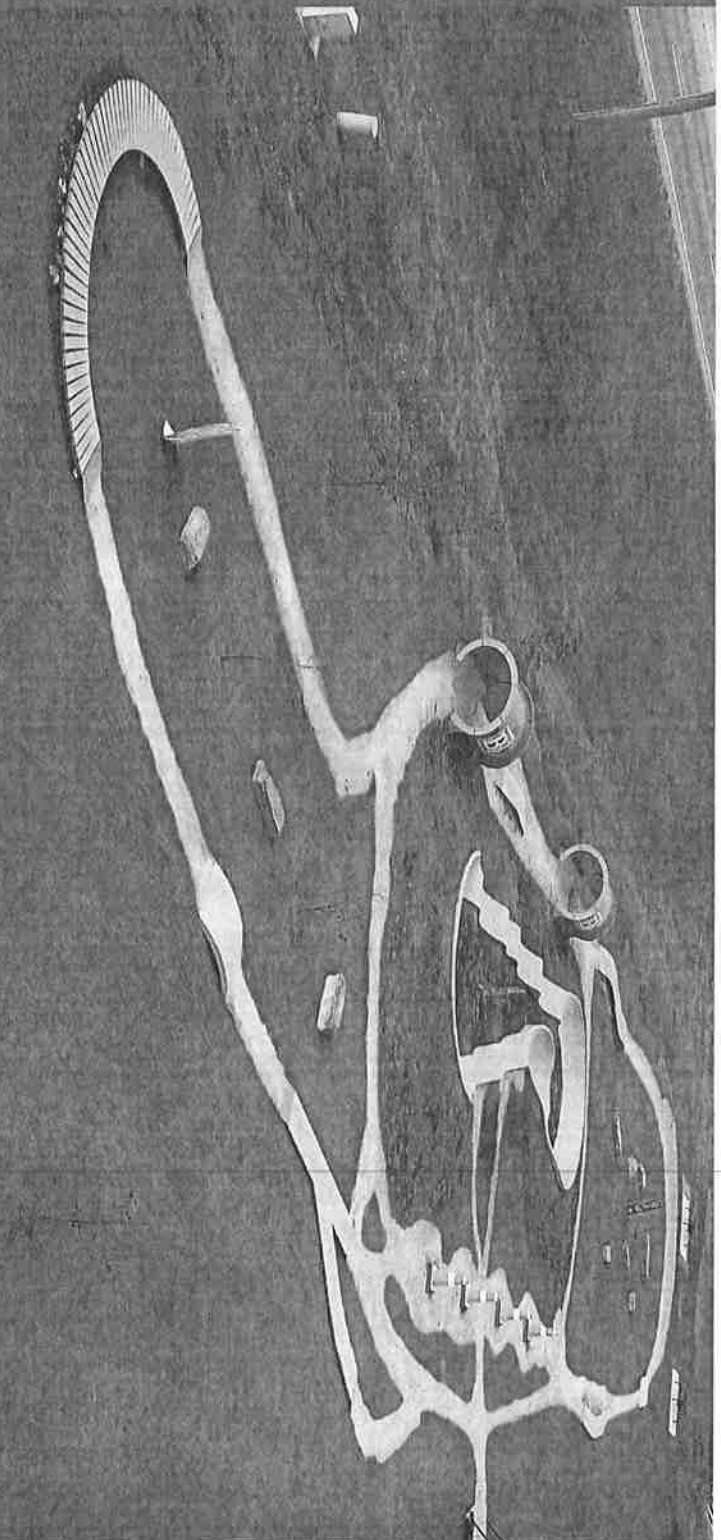
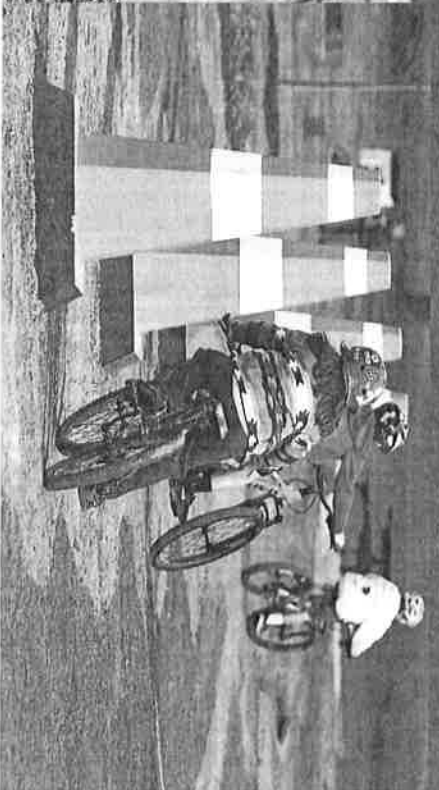
"Category A" grants - Applicant may apply for a grant of up to three (3) years with funds not to exceed \$150,000 per year, for a maximum total of \$450,000.

"Category B" grants – Applicant may apply for a grant of up to two years with funds not to exceed \$15,000 per year, for a maximum total of \$30,000 (intended for smaller, community-based projects).

** No match will be required for either Category A or Category B grant awards. **

Benefits of Bicycle Playgrounds:

- Safe and structured place for learning to ride
- Designed for ages 3-12
- Develop strength, balance, and overall fitness
- Improves overall Quality of Life





There's a special bond between kids and bikes that can never be broken. Riding a bike is a rite of passage, a passport to worlds beyond the front lawn. Bikes represent fun, freedom, and fresh air - everything that's good about being a kid. Moreover, biking is a healthy pastime that kids will never outgrow.



Start Slow
Covington 
SPORTSPLEX
Finish Strong

MEMBERSHIP DRIVE



- ❖ **New Member (2) Free VIP passes**
 - ❖ **(2) VIP Passes for One Free Month**
 - ❖ **\$25 Gift Card***
- ❖ **Referral Program – (2) New Members Join**
 - ❖ **1 entry in our drawing for a FREE Pool Party**
 - ❖ **\$50 Gift Card***



***Good for use at Covington Parks and Recreation ONLY (Apparel, Concessions, rentals)**

Start Slow



Finish Strong

MEMBERSHIP DRIVE (Con't)



- ❖ Renew before June 30th (Annual renewals only)
- ❖ 3 additional months for FREE (beyond your original expiration)
- ❖ 1 entry in our drawing for a FREE Pool Party
- ❖ (2) VIP Passes for One Free Month
- ❖ \$50 Gift Card*
- ❖ Monthly Members pay for 3 months and get 1 Month Free



*Good for use at Covington Parks and Recreation ONLY (Apparel, Concessions, rentals)

SUMMER CAMPS

❖ Basketball C VINGTON
❖ Baseball YOUTH
❖ Flag Football SPORTS

❖ Dance
❖ Choir
❖ Art
❖ Nature

❖ Soccer
❖ Volleyball
❖ Softball
❖ Swim



TIPTON COUNTY
M.U.S.E.U.M.
VETERANS MEMORIAL
NATURE CENTER



Confirmed 2019 Summer Camp Instructors

Open to BOYS and GIRLS

12U & 14U

Age is determined as of

July 17, 2019

Participation is FREE

Advance all the way to the

National Finals during

MLB ALL-STAR WEEK.

Covington Youth Sports

April 6, 2019

1 PM/ Mueller Brass Fields

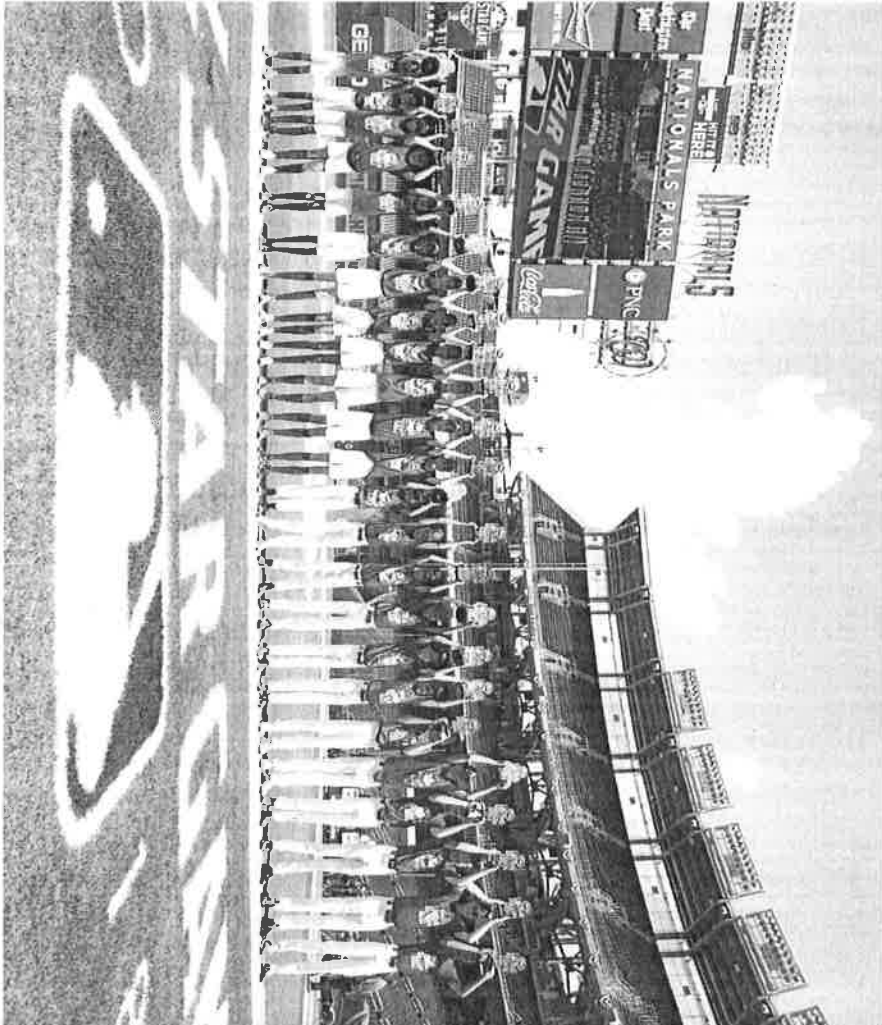
Eric McGaha

901-476-3734



Pitch Hit & Run™

Saturday April 6, 2019 @1pm



Open to BOYS and GIRLS Ages 7-14

Age is determined as of July 17, 2019

Your Chance to Compete at a MAJOR LEAGUE BALLPARK

Participation is FREE

ADVANCE all the way to the National Finals during

MLB ALL-STAR WEEK

Covington Youth Sports

April 6, 2019 1 p.m./ Mueller Brass Fields

Eric McGaha – 901-476-3734

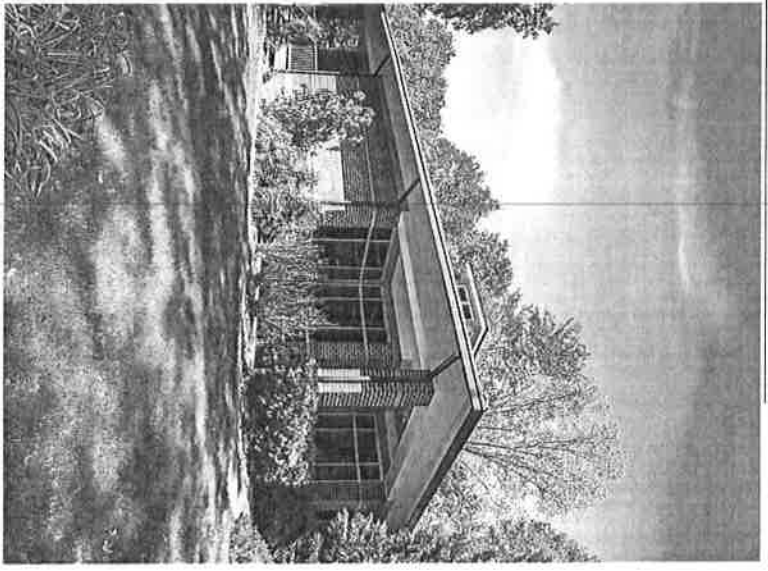


POOL PUMP HOUSE ROOF REPLACEMENT

- ❖ Houses:
- ❖ New Pool Heater Electrical Panel
- ❖ Pump Electrical Panel
- ❖ Chlorinator
- ❖ Pump House Roof “repaired” in 2016
- ❖ Roof was beyond repair
- ❖ Removed old roof
- ❖ Installed new roof
- ❖ \$2250



Tipton County Museum





Tipton County Museum



Veteran of the Month: MARCH 2019 Victoria Outlaw-Coone

Her reception is Tuesday, March 10, 2019 at 6:30 p.m.



A Special Thanks to Our Program Sponsors:
Veterans of Foreign Wars Post 4840
Disabled American Veterans Auxiliary Unit 116
Woodmen Life, Neil Bringle





TIPTON COUNTY
MUSEUM
415 EAST MAIN STREET
COVINGTON, TN 38019

The Tipton County Museum Presents

It's an Arty World: An Oil & Acrylics Course

With Barbara Flowers McBride

When: Friday mornings, 9:30—11:30

March 15, 22, 29, & April 5, 2019

Where: Tipton County Museum

751 Bert Johnston Ave., Covington, TN

Fee: \$60 Members, \$80 General Public

These classes are ongoing, so you have plenty of time to work on your painting!
No previous art experience required. Please call the Tipton County Museum at
(901) 476-0242 to register or for questions.



The Tipton County Museum, Veterans Memorial & Nature Center

751 Bert Johnston Ave., P.O. Box 768, Covington, TN 38019

(901) 476-0242



The Tipton County Museum

Presents

Open Studio

TIPTON COUNTY
MUSEUM
MEMORIAL
ARTS CENTER

PAINTING ::::: SCRAPBOOKING ::::: JOURNALING ::::: CRAFTING

When: Saturday, March 16, 2019, 10—3

Where: Tipton County Museum

751 Bert Johnston Ave., Covington
(901) 476-0242

Fee: FREE!!!

Bring a few friends & enjoy a day of creativity at
the Tipton County Museum. Coffee &

refreshments will be served all day. See you there!





TIPTON COUNTY
M·U·S·E·U·M
VETERANS MEMORIAL
NATURE CENTER

The Tipton County Museum,
Veterans Memorial & Nature Center
Presents

“Nature Walk & Garden Tour with Sherl Rose”

When: Saturday, April 27, 2019, 10:00 a.m.

Where: Tipton County Museum
751 Bert Johnston Ave.
Covington, TN 38019
(901) 476-0242
FREE!!!!

Please join us for an enchanting morning at the Tipton County Museum as Sherl Rose shows you the magic that lies within the half mile Nature Trail, then leads you through a tour of the herb gardens. Refreshments will be served, and everyone is invited. See you there!





Tipton County Museum, Veterans Memorial & Nature Center

Commercial Photography Permit

Today's Date: _____

Photographer Name: _____

Photographer Address: _____

Photographer Email: _____

Photographer Phone Number: _____

Tax I. D. # or License Number: _____

Photography Date Requested: _____

Approx. Beginning Time: _____ Approx. Ending Time: _____

Number of Photography Jobs: _____

This permit is required for any person who receives money for photographing on the grounds of the Tipton County Museum and its Wildlife Sanctuary and must be obtained at least 24 hours prior to the photography date requested. It is the responsibility of the photographer to obtain the required business licenses in the City of Covington and Tipton County.

Photographer and clients must keep out of flower beds, herb beds, & butterfly gardens. People are not allowed on the cannon or any of the monuments. Photography is allowed on the grass and the Nature Trail only when hikers are not present. Dogs must be kept on a leash and clients must clean up after their dogs. Clients and photographers may use the museum's restrooms during normal business hours. However, clients and photographers must clean up after themselves. Museum Safety Policy requires all children under age 14 must be accompanied by an adult in the Museum and on the Nature Trail.

The Nature Trail and Wildlife Sanctuary are open 365 days a year from 9 a.m. until dark. The Museum and the parking lot are open Tuesday through Friday, 9 a.m. until 5 p.m., and Saturday, 9 a.m. until 3 p.m. Photographer and clients must move their vehicles from the parking lot if their session extends beyond these hours.

Photographer agrees to these terms. Failure to do so may result in a City of Covington Code Enforcement Violation and may result in being banned from photographing at the Tipton County Museum grounds in the future.

Photographer's Signature _____ Date _____

Museum Staff Signature _____ Date _____

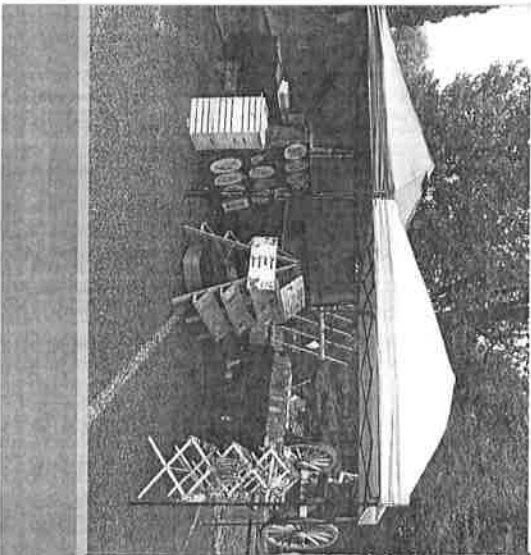
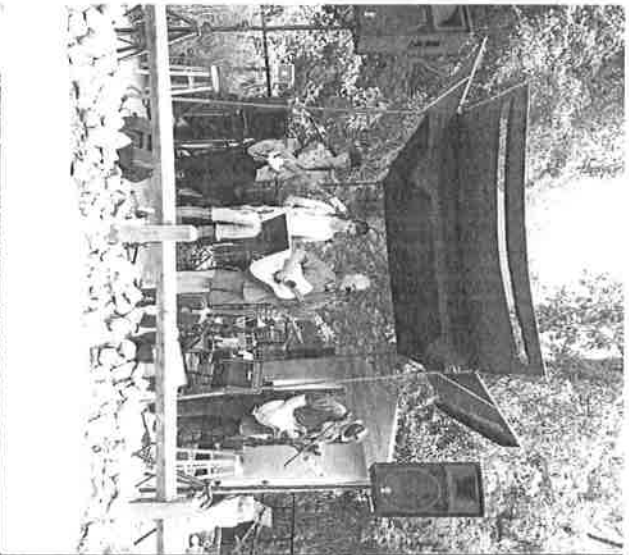
Photography Permit

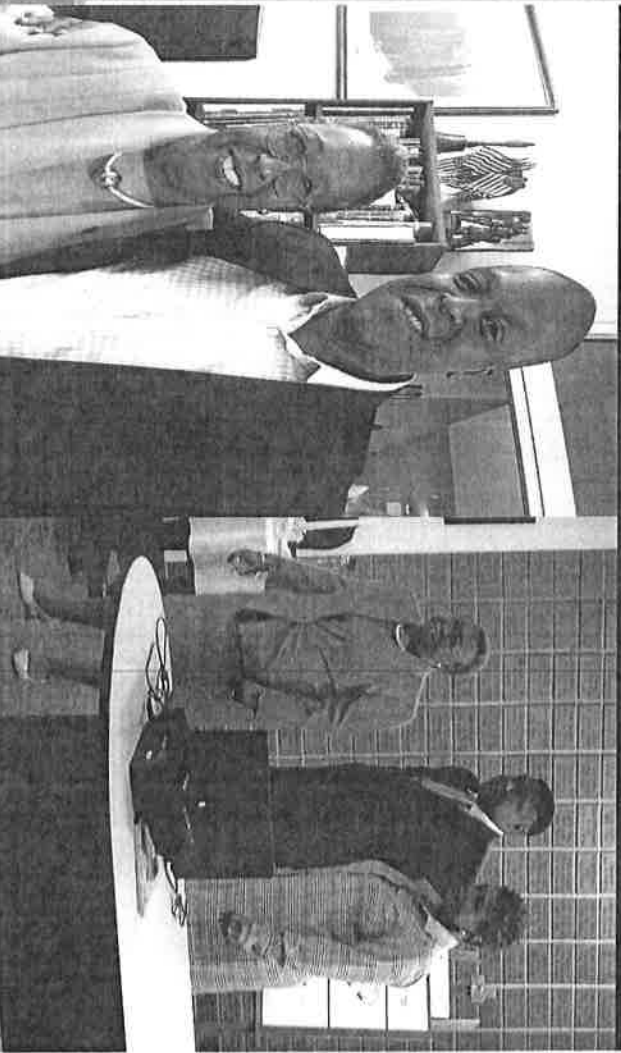
- ❖ Protect the grounds
- ❖ Avoid scheduling conflicts
- ❖ Awareness of who is on the grounds.
- ❖ Allow and monitor museum access.





5TH ANNUAL
Tipton County Museum
MAY FESTIVAL
6 SATURDAY
2024
MAY
10AM TO 3PM
MUSIC, FOOD, CRAFTS, FUN
751 BERT JOHNSTON AVE ♦ COVINGTON





The Finance and Administration Committee met at City Hall on March 19, 2019 at 4:00 p.m. with the following members present: Chairman Alderman C.H. Sullivan, Aldermen: Minnie Bommer, Johnetta Yarbrough, Jeff Morris, Keith Phelps, and Danny Wallace. Also present were Mayor Justin Hanson, Senior Accountant Kristin Mathis, Public Works Director David Gray, and Code Enforcement/Building Official Lessie Fisher. Guest present was Rick Tankersley with Whitehorn, Tankersley and Davis.

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

Chairman Sullivan welcomed Rick Tankersley of Whitehorn, Tankersley, and Davis whom perform our annual audit. He is present for the discussion of the City's audit for fiscal year 17-18. Mr. Tankersley stated it was a very successful year financially for the City reporting wise. Virtually all funds showed a profit. The highlights were the net position increase in the governmental activities due to the favorable change in position for the pension fund liability. The reason for this change is the investment income has been good for the last 2 years and the same level of contributions are still being made. These contributions are above what the actuary requires for the minimum and he feels this is a good course to take in helping with the 5.2 million dollar deficit. The general fund had a positive fund balance increase of about \$190,000 and the city's long term debt decreased. All utility funds had an increase in net position as well. He then was available for questions.

Alderman Bommer stated she would like for the committee to re-visit the construction of a new police facility maybe not in FY 2020 but in the future.

There being no further business, the meeting adjourned at 4:50 p.m.



ENGINEERS ARCHITECTS PLANNERS

March 8, 2019

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

Re: City of Covington TN
FY 2018 Transportation Alternatives Project
Highway 51 Connection – Phase 1
Covington, TN

A2H # 17384

Dear Mayor Hanson,


A2H is pleased to submit our Contract for design and consulting related services for this project. As a full service Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Jason Dittrich will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Jason at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, INC.



Pat Harcourt, PE
CEO - Principal



Jason Dittrich, PE
Civil Engineer



March 8, 2019

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

Re: City of Covington TN
FY 2018 Transportation Alternatives Project
Highway 51 Connection – Phase 1
Covington, TN

A2H # 17384

Dear Mayor Hanson,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Highway 51 Connection – Phase 1 FY 2018 Transportation Alternatives Project proposed in Covington, TN.

Fees and phases in this contract proposal are based upon the budget template as submitted in the FY 2018 Transportation Alternatives Grant Application. The budget template is included in this contract proposal as Exhibit A.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with City of Covington TN to provide these services in support of the project:

- Project Management
- Land Surveying
- Civil Engineering
- Landscape Architecture
- Electrical Engineering
- Construction Engineering Inspection

The phases described below represent our understanding of the project requirements as indicated by the Client:

Preliminary Engineering/Design (PE)

- A. A2H will provide Preliminary Design Plans for environmental clearance purposes including topographic survey, site details, present and proposed layout plans, grading plans, erosion control plans, landscape plans, electrical plans, and demolition plans to 80% completion.
- B. A2H will coordinate Local, State, and Federal Permits for certification from TDOT. If permitting is required, costs will be paid by the city outside of this contract.
- C. A2H will provide Plans, Specs, & Estimates (PS&E) Document completion per TDOT requirements.

Right-of-Way/Utilities

- A. A2H will provide the TDOT required Property Map and Acquisition Table.
- B. A2H will coordinate and submit Utility Certification Letters as required by TDOT.
- C. Any additional Right-of-Way activities outside of the preparation of the Property Map and Acquisition Table and Utility Certification Letters are not included in this contract.

Plans, Specs & Estimates (PS&E)

- A. A2H will provide final design plans upon the Notice to Proceed with Final Design from TDOT.
- B. A2H will submit plans, specifications, and opinion of probable construction costs to TDOT for review as required to receive a Notice to Proceed with Construction Phase.

Construction (CNST.)

- A. A2H will provide Bidding and Negotiation services to include:
 - i. Participation in a pre-bid meeting.
 - ii. Respond to requests for information (RFI's) and issue addenda if necessary during the bidding process.
 - iii. Attend and participate in a bid opening.
 - iv. Prepare a bid tab comparison and letter of recommendation to award for submittal to TDOT for approval.
- B. A2H will provide Construction Administration services to include:
 - i. Review of shop drawings and submittals.
 - ii. Respond to RFI's during construction.
 - iii. Process change orders and directives if required.
 - iv. Prepare punch list.
 - v. Warranty walk through at 11 months after substantial completion.
- C. A2H will provide Construction Engineering Inspection (CEI) services to include:
 - i. Conduct Periodic Construction Progress Meetings as necessary.
 - ii. Track installed quantities for monthly progress payments.
 - iii. Prepare monthly engineer's estimates for progress payments based on quantities recorded in the field and materials that meet TDOT Materials & Tests requirements.
 - iv. Ensure compliance with TDOT/FHWA contract documentation requirements, materials & test reports and all certifications.

- v. Coordinate the administration and record keeping of projects during construction and close out phases.
- vi. Provide testing reports.
- vii. Administer Change Orders.
- viii. Construction file set up and maintenance of original documents, test reports, certifications and tickets. These records will be kept at A2H during the construction and closeout phases for State and Federal Audits as well as tracking project quantities. A copy of all records will be made available.
- ix. Assist in periodic or in-depth FHWA inspections and State and Federal Audits that may be conducted on the project related to project work, and provide all records as required.
- x. Coordinate with State and FHWA governmental oversight personnel.
- xi. Assemble final records for Project Closeout following protocol per TDOT.
- xii. Close out project. All original records will be turned over to the city.
- xiii. Provide Construction Inspection. Provide effective and qualified supervision of all inspection services provided. Field inspectors are certified by TDOT.
- xiv. Record all project information in a Daily Work Report.
- xv. Provide Material Testing for Concrete, Asphalt, Soils and Aggregates. (Field and Plant testing performed by A2H or qualified consultants).
- xvi. Provide inspection services for conformance to Plans and Specifications for all Roadway, Structures, and specialty items that are incorporated into the project.
- xvii. Record field measurements in project diary for review by TDOT and FHWA and for monthly progress payments.
- xviii. Traffic Control Inspection conducted and reported weekly.
- xix. Inspect daily erosion control items for conformance to plans.
- xx. Review contractor pay requests.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. Grant reporting and administration including review of contractor payrolls, contractor employee wage-rate interviews, assembling and submitting grant reimbursement requests, and reviewing/approving subcontracts.
- D. Environmental Site Assessment.
- E. Geotechnical Engineering Services for subsurface exploration.
- F. Categorical Exclusion Document preparation and submittals.
- G. Appraisals, preparation of plats, title work, or any other activities related to Right-of-Way acquisition.
- H. Any offsite improvements not specifically stated above.
- I. Construction Cost Estimating.
- J. Preparation of documents for alternate bids or to re-bid the project.
- K. Advertisement for Bid.
- L. The preparation of As-Built Drawings after completion of construction.
- M. Value Engineering.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

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

Preliminary Engineering/Design (PE)	\$	82,000.00
Right-of-Way/Utilities	\$	3,500.00
Plans, Specs & Estimates (PS&E)	\$	21,000.00
Construction (CNST.)	\$	152,882.00
Compensation for Basic Scope of Services	\$	259,382.00
Reimbursable Expense Allowance (Printing, Plotting, Mileage, Courier Service)	\$	2,000.00

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and City of Covington TN. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

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


If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

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

If you have any questions, please call.

Sincerely,

A2H, INC.



Pat Harcourt, PE
CEO - Principal

Attachment: Terms and Conditions
FY 2018 Transportation Alternatives Grant Application Budget Template

AGENT FOR: CITY OF COVINGTON TN

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **CITY OF COVINGTON TN** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF COVINGTON TN** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF COVINGTON TN** shall reimburse the Consultant all expenses incurred for courier service, (e.g. Federal Express, United Parcel Service, etc.) mileage, long distance telephone calls, travel, printing and postage. Reimbursable Expenses Fee shall be billed as a flat rate per section V of the contract.
3. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF COVINGTON TN** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF COVINGTON TN** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **CITY OF COVINGTON TN** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by A2H, shall be borne by **CITY OF COVINGTON TN** or its consulting architect.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF COVINGTON TN**, or its independent architect or other consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **CITY OF COVINGTON TN** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF COVINGTON TN** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF COVINGTON TN** should require Consultant to perform construction administration services, **CITY OF COVINGTON TN** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

Initials

Date

12. **CITY OF COVINGTON TN** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **CITY OF COVINGTON TN** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF COVINGTON TN** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF COVINGTON TN** for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
16. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF COVINGTON TN** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF COVINGTON TN**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **CITY OF COVINGTON TN** would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
21. In the event **CITY OF COVINGTON TN** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF COVINGTON TN** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF COVINGTON TN** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF COVINGTON TN** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. The proposal represents the entire understanding between **CITY OF COVINGTON TN** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Accepted by **CITY OF COVINGTON TN**:

Signature

Date

BUDGET TEMPLATE #1

Covington 2018 TAP--Hwy 51 Connector--Phase I

Estimated Project Costs

Line items can be added or deleted as needed for any stage; however this is the format in which the budget must be submitted.

TDOT line item numbers can be found at <https://www.tdot.tn.gov/APPLICATIONS/RoadwayItems>

Note that no add alternates or deductions will be allowed in the final construction cost estimate and bid documents.

INSTRUCTIONS: List all items necessary to develop and construct the project. The applicant is responsible for verifying all costs for accuracy. Construction cost overruns will be solely the responsibility of the Local Government.

LOCAL PROJECTS: Please note that the Stage I and II Costs shown below are to be funded by the Local Government and are not eligible for Federal Reimbursement.

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	0% FED. FUNDS	100% LOCAL EXPENSE (NON-REIMBURSABLE)
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Stage I – Preliminary Engineering/Design (PE)

All costs associated with preliminary engineering/design are not eligible for reimbursement including application preparation fee and design public involvement costs.

Preliminary Design Plans (up to 80%)	LS	1	\$ 82,000.00	\$ 82,000.00	\$ -	\$ 82,000.00
Local, State and Federal Permits	LS	1	\$ -	\$ -	\$ -	\$ -
Plans, Specs & Estimates (PS&E) Document Completion	LS	1	\$ 27,500.00	\$ 27,500.00	\$ -	\$ 27,500.00
SUBTOTAL of non-reimbursable PE expenses					\$ -	\$ 109,500.00

Stage II – Right-of-Way/Utilities

All costs associated with right-of-way are not eligible for reimbursement

ROW Design Plans	LS	1	\$ -	\$ -	\$ -	\$ -
ROW Acquisition	LS	1	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
License Agreements, Easements, Recording Fees	LS	1	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Utility Relocation and Certifications (Only if not affected as a direct result of the TA project)	LS	1	\$ -	\$ -	\$ -	\$ -
SUBTOTAL of non-reimbursable ROW Expenses					\$ -	\$ 5,000.00

All costs associated with preliminary engineering/design and right-of-way are not eligible for reimbursement nor applicable toward the 20% local construction match.

TDOT LINE ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	80% FED. FUNDS	20% LOCAL MATCH
Stage III – Construction (CNST.) All projects must be competitively bid and awarded to the lowest responsive bidder							
Site Preparation & Demolition:							
202-01.56	Removal of structures & obstructions	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 2,000.00
790-98.20	Tree and brush removal off ROW	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 21,600.00	\$ 5,400.00
	Removal of concrete sidewalks	SY	0	\$ -	\$ -	\$ -	\$ -
	Erosion and siltation control	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 10,400.00	\$ 2,600.00
Construction Items:							
	Drainage Pipe and Structures	LS	1	\$ 204,000.00	\$ 204,000.00	\$ 163,200.00	\$ 40,800.00
	Earthwork (including general, drainage and structural excavation and backfill)	CY	4500	\$ 23.00	\$ 103,500.00	\$ 82,800.00	\$ 20,700.00
702-01.02	Curb and Gutter	LF	2650	\$ 37.00	\$ 98,050.00	\$ 78,440.00	\$ 19,610.00
701-01.01	Concrete Sidewalk	SF	25000	\$ 6.00	\$ 150,000.00	\$ 120,000.00	\$ 30,000.00
716-02.03	Plastic Pavement Marking (Cross-walk)	LF	550	\$ 12.00	\$ 6,600.00	\$ 5,280.00	\$ 1,320.00
716-05.06	Painted Pavement Marking (Stop Line)	LF	300	\$ 19.00	\$ 5,700.00	\$ 4,560.00	\$ 1,140.00
	Intersection Signalization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 10,000.00
701-02.03	Curb Ramps	SF	950	\$ 22.00	\$ 20,900.00	\$ 16,720.00	\$ 4,180.00
713-13.02	Flat Sheet Aluminum Signs (0.080" Thick)	SF	20	\$ 16.00	\$ 320.00	\$ 256.00	\$ 64.00
713-11.01	"U" Section Steel Posts	LB	90	\$ 4.00	\$ 360.00	\$ 288.00	\$ 72.00
701-02	Concrete Driveway	SF	800	\$ 8.10	\$ 6,480.00	\$ 5,184.00	\$ 1,296.00
	Asphalt Road Repairs	LS	1	\$ 30,500.00	\$ 30,500.00	\$ 24,400.00	\$ 6,100.00
	Utility Relocation*	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 10,400.00	\$ 2,600.00
**Landscaping:							
	Trees				\$ -	\$ -	\$ -
	Shrubs				\$ -	\$ -	\$ -
	Mulch				\$ -	\$ -	\$ -
	Native Species Plantings				\$ -	\$ -	\$ -
	Topsoil				\$ -	\$ -	\$ -
803-01	Sodding (New Sod)	SY	5000	\$ 5.00	\$ 25,000.00	\$ 20,000.00	\$ 5,000.00
Pedestrian Amenities:							
	Pedestrian Lighting				\$ -	\$ -	\$ -
	Bike Racks				\$ -	\$ -	\$ -
	SUBTOTAL of Itemized Quantities above				\$ 764,410.00	\$ 611,528.00	\$ 152,882.00
Mobilization and Engineering Services:							
717-01	Contractor Mobilization	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 52,000.00	\$ 13,000.00
712-01	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 6,000.00
	CNST. Survey & Layout	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 6,400.00	\$ 1,600.00
	TDOT Materials & Test	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 11,200.00	\$ 2,800.00
	Construction Contingency	10%	of construction		\$ 76,441.00	\$ 61,152.80	\$ 15,288.20
	CEI Administration				\$ 37,000.00	\$ 29,600.00	\$ 7,400.00
	TDOT Engineering Services	5%	of construction		\$ 38,220.50	\$ 30,576.40	\$ 7,644.10
	Construction Engineering Inspection (CEI)	20%	of construction		\$ 152,882.00	\$ 122,305.60	\$ 30,576.40
	TOTAL of reimbursable construction expenses				\$ 1,185,953.50	\$ 948,762.80	\$ 237,190.70

* Undergrounding utilities outside the public right-of-way cannot be a stand alone project; it must be a direct component of an eligible on-road or off-road trail facility for pedestrians, bicyclists and other non-motorized forms of transportation only, and is limited to 33% of eligible and reimbursable construction costs. Utilities affected within the public right-of-way must relocate at no cost to the project.

**Landscaping activities must be a direct component of an eligible on-road or off-road trail facility for pedestrians, bicyclists and other non-motorized forms of transportation only, and is limited to 25% of eligible and reimbursable construction costs.

FOR CITY AND CONSULTANT USE ONLY	TOTAL PROJECT COST	FED. FUNDS	LOCAL MATCH
	\$ 1,300,453.50	\$ 948,762.80	\$ 351,690.70



March 18, 2019

RE: Community Easter Egg Hunt

To Whom It May Concern:

We would like to hold a Community Easter Egg Hunt on Easter Sunday, April 21st from 4:30 – 6:00 pm sponsored by Gateway on the Square. We are requesting to close off the stretch of the Square in front of our building for safety reasons. Also, we want to hide plastic eggs on the grassy areas around the courthouse. We will also provide refreshments for the participants.

Thank you for your consideration with our request.

Sincerely,

Steve Carpenter, Pastor
Gateway Baptist Church

MONTH TO DATE (2.75%)

REC/SALE	ACTUAL 2017-18	ACTUAL 2018-19	MONTH INC/(DEC)	MONTH INC/DEC %
SEPT/AUG	\$ 292,453	\$ 305,803	\$ 13,350	4.6
OCT/SEP	\$ 292,466	\$ 304,241	\$ 11,775	4.0
NOV/OCT	\$ 290,150	\$ 293,470	\$ 3,320	1.1
DEC/NOV	\$ 298,736	\$ 293,024	\$ (5,712)	-1.9
JAN/DEC	\$ 320,374	\$ 310,643	\$ (9,731)	-3.0
FEB/JAN	\$ 407,110	\$ 380,475	\$ (26,635)	-6.5
MAR/FEB	\$ 280,405	\$ 280,318	\$ (87)	0.0
APRIL/MARCH	\$ 281,650			0.0
MAY/APRIL	\$ 330,698			0.0
JUNE/MAY	\$ 291,159			0.0
JULY/JUNE	\$ 320,120			0.0
AUG/JULY	\$ 301,394			0.0
TOTAL	\$ 3,706,715			

YEAR TO DATE (2.75%)

REC/SALE	ACTUAL 2017-18	ACTUAL 2018-19	MONTH INC/(DEC)	MONTH INC/DEC %
SEPT/AUG	\$ 292,453	\$ 305,803	\$ 13,350	4.6
OCT/SEP	\$ 584,919	\$ 610,044	\$ 25,125	4.3
NOV/OCT	\$ 875,069	\$ 903,514	\$ 28,445	3.3
DEC/NOV	\$ 1,173,805	\$ 1,196,538	\$ 22,733	1.9
JAN/DEC	\$ 1,494,179	\$ 1,507,181	\$ 13,002	0.9
FEB/JAN	\$ 1,901,289	\$ 1,887,656	\$ (13,633)	-0.7
MAR/FEB	\$ 2,181,694	\$ 2,167,974	\$ (13,720)	-0.6
APRIL/MARCH	\$ 2,463,344			0.0
MAY/APRIL	\$ 2,794,042			0.0
JUNE/MAY	\$ 3,085,201			0.0
JULY/JUNE	\$ 3,405,321			0.0
AUG/JULY	\$ 3,706,714			0.0

ORDINANCE 1711

BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON, TENNESSEE

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO E. RITTER COMMUNICATIONS, INC., D/B/A RITTER COMMUNICATIONS, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

WHEREAS, Ritter Communications (hereinafter also referred to as "Franchisee") has asked the City of Covington to grant a nonexclusive cable franchise to construct, install, maintain and operate a cable system in the City; and

WHEREAS, the construction, installation, maintenance and operation of a cable system involves the occupation of and placement of facilities in the Public Rights-of-Way within the City; and

WHEREAS, the City of Covington wishes to grant Franchisee a nonexclusive franchise pursuant to T.C.A. § 7-59-101 *et seq.* and has identified future cable related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Franchisee, and has determined whether Franchisee's plans for constructing, operating and maintaining its cable system are reasonable to meet the future cable related community needs and interest, in light of the costs of meeting such needs and interests, in a full public proceeding affording due process to all parties; and

WHEREAS, the City has relied on Franchisee's representations and has considered the information that Franchisee has presented to it; and

WHEREAS, based on Franchisee's representations and information, the Board of Mayor and Aldermen has determined that the terms and conditions set forth herein, the grant of a new, nonexclusive franchise to Franchisee, on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Covington, Tennessee,

Section 1. Definitions. For the purpose of this Ordinance, the following words and phrases shall have the meanings set forth in this section.

- (a) "Cable Service" means:
 - (1) The transmission to subscribers of (i) video programming, or (ii) other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (b) "Cable System" means Grantee's facility located within the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control

equipment that is designed to provide Cable Service to multiple Subscribers within the City.

- (c) "Facilities" means any reception, processing, distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, fiber, and related facilities maintained by Grantee.
- (d) "FCC" means the Federal Communications Commission.
- (e) "Franchise" means the rights granted to Grantee under this Ordinance to construct and operate the Cable System and to provide Cable Services and other services as permitted under applicable law.
- (f) "Grantee" means E. Ritter Communications Inc., d/b/a Ritter Communications, and its permitted successors.
- (g) "Gross Revenues" means all revenue received by Grantee from subscribers for the provision of Cable Television Service in the City and all revenues received from non-subscribers in the City for advertising services and as commissions from home shopping services. The term Gross Revenues shall not include franchise fees, advertising revenues, fees for programming supplied on a per program or per channel charge basis, late fees, fees from other services, any fees itemized and passed through as a result of franchise imposed requirements, revenue received by Grantee for the delivery of other communications service over its cable system including without limitation, telephony, data transmission interactive services or other broadband information services, or any taxes or fees on services furnished by Grantee imposed by any municipality, state, or other governmental unit.
- (h) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- (i) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within the City.
- (j) "Subscriber" means any Person who lawfully receives Cable Service.
- (k) "City" means Covington TN.
- (l) "City Council" means the governing body of the City.

Section 2. Grant of authority.

- (a) Grant of nonexclusive authority. The City grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and the City may grant franchises to other Persons. Any additional franchises shall contain the same substantive terms and conditions as this Franchise and shall be competitively neutral and nondiscriminatory as compared to this or any other franchise granted by the City for the operation of a Cable System or other wireline multichannel video distribution system. Grantee may use the Cable System to deliver non-Cable Services as permitted by applicable law.

- (b) State or National Franchises. If another operator of a Cable System or other wireline multichannel video distribution system obtains the right to provide service in the City through a national or state franchise, Grantee may petition the City to replace this Ordinance with the applicable terms of such state or national franchise. The City shall act on the petition at a public meeting within 90 days of filing. The City shall not unreasonably deny the petition. Grantee may appeal any decision to a court of competent jurisdiction. Grantee's rights under this Section to petition for amendments to this Agreement shall be in addition to any rights to amend or terminate local franchises under State or Federal law.
- (c) Rules of Grantee. The Grantee may promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Ordinance.

Section 3. Franchise term. The Franchise granted under this Ordinance commences upon adoption by the City Council and shall continue for 15 years, unless renewed, revoked or terminated sooner. So long as Grantee remains in material compliance with the provisions of this Ordinance, Grantee, at its option, may extend the term for an additional 15 years by providing written notice to the City no more than 24 months, but not less than 12 months before expiration of the initial term.

Section 4. Conditions of street occupancy.

- (a) Location of Facilities. Grantee shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
- (b) Construction codes and permits. Grantee shall obtain all necessary permits and shall comply with all ordinances of general applicability before commencing any construction, upgrade or extension of the Cable System, including the opening or disturbance of any Street.
- (c) Repair of Streets and property. Grantee, at its expense, shall promptly restore any Street or public property damaged by Grantee during the construction, repair, maintenance or reconstruction of the Cable System.
- (d) Public projects. After reasonable prior notice, Grantee, at its expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, street construction, or other public improvements by the City. In requiring Grantee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Grantee the same as, and require no more of Grantee, than any other similarly situated utility. Grantee shall have the right to seek reimbursement from the City, including under any applicable insurance or government program for reimbursement.
- (e) Building movement. Upon request of any Person holding a moving permit issued by the City and after reasonable prior notice, Grantee shall temporarily move its Facilities to permit the moving of buildings. Grantee may require the requesting Person to pay all costs related to the temporary relocation of Facilities, and may require payment in advance.
- (f) Tree trimming. Grantee may trim any trees in or overhanging the Streets, alleys, sidewalks, or public easements of the City as necessary to protect Grantee's Facilities.

Section 5. Cable System operations and safety.

- (a) Technical standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
- (b) Safety requirements. Grantee shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents.
- (c) System maps. Upon request by the City, Grantee shall make available to City representatives for review at Grantee's office up-to-date as-built maps showing locations of all Facilities in the Streets.
- (d) System maintenance. When feasible, Grantee shall schedule Cable System maintenance to minimize service interruptions.

Section 6. Customer service and rates.

- (a) Subscriber Inquiries. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests during normal business hours. Grantee shall investigate and promptly resolve customer complaints regarding quality of service or service outages.
- (b) Rates. Grantee shall provide the City and Subscribers with 30 days written notice of changes to Cable Services or rates.
- (c) Obligations. Grantee shall comply with all customer service obligations set forth in 47 C.R. R 76.309.

Section 7. Franchise fee.

Grantee shall pay to City an annual franchise fee in an amount equal to five percent (5 %) of Gross Revenues as defined in Section 1(g). Such payments shall be payable annually to the City within sixty (60) days of the last day of December each year. Following reasonable prior notice, the City may inspect Grantee's books, records, and reports to verify franchise fee calculations and payments.

Section 8. Contribution to Public, Education and Governmental Access.

Grantee shall make an annual contribution to the City to support and extend public, educational and governmental ("PEG") access to cable television channel capacity within the City. That contribution will be five hundred dollars (\$500) per year. The contribution shall be reviewed for adjustment every five (5) years, determined by mutual agreement between Grantee and the City.

Section 9. Insurance and Indemnification.

- (a) Insurance. During the term of the Franchise granted under this Ordinance, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
 - (i) \$1,000,000 for personal injury or death;
 - (ii) \$1,000,000 for property damage; and

- (iii) \$500,000 automobile insurance/combined bodily injury and property damage.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving 30 days' advance written notice to the City.

- (b) Indemnification. During the term of the Franchise granted under this Ordinance, Grantee shall indemnify and hold harmless the City, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees) ("Losses"), which may arise out of or be in any way connected with Grantee's construction, installation, operation, maintenance of the Cable System, unless such Losses arise from the negligence or intentional misconduct of the City, its officers, agents or employees.

Section 10. Transfer of Franchise. Grantee shall not transfer or assign its rights granted under this Ordinance without the prior written approval of the City. Prior approval shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise or the Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the Cable System to an affiliate under common ownership or control with Grantee.

Section 11. Franchise extension and renewal.

- (a) Extension. Beyond the term provided in Section 3, City and Grantee may extend by mutual agreement the term of the Franchise granted under this Ordinance, and the existing terms and conditions of this Ordinance shall govern the extended term.
- (b) Renewal. Any renewal of the Grantee's Franchise shall be done in accordance with Section 546 of the federal Cable Act, 47 USC § 546, and applicable FCC regulations.

Section 12. Franchise termination. The City may terminate the Franchise granted under this Ordinance in case of material noncompliance by Grantee. Material noncompliance shall include:

- (a) A material violation by Grantee of any term, condition, or provision of this Ordinance that remains uncured within the applicable cure period;
- (b) Failure of Grantee to comply with any reasonable provision of any applicable Ordinance;
- (c) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System;
- (d) Grantee abandons the Cable System;
- (e) Grantee fails to operate the Cable System for a period of 30 days; or
- (f) ~~Grantee is found to practice any fraud upon the City.~~

Section 13. Termination procedures. If the City seeks to terminate the Franchise under Section 13, the City shall follow the procedures in this section.

- (a) Notice of complaint. The City shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.

- (b) Opportunity to cure. Grantee shall have 60 days from receipt of written notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within the 60-day period, the City shall provide Grantee with written notice withdrawing the complaint.
- (c) Public hearing. If Grantee fails to cure the alleged noncompliance within the 60-day cure period, or if Grantee provides the City with written notice disputing the complaint, and the parties fail to otherwise resolve the matter, the City shall schedule a public hearing on the alleged noncompliance. At the public hearing, Grantee may present testimony, cross-examine witnesses and deliver to the City Council all evidence relevant to Grantee's defense. At the conclusion of the public hearing, the City Council may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.
- (d) Termination. The City Council may, after a duly noticed public hearing, terminate the Franchise for material and willful continuing noncompliance by Grantee. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the Cable System in accordance with this Ordinance while the case is pending.
- (e) Force Majeure. Grantee's failure to comply with any provision of this Ordinance shall not constitute noncompliance when the failure is due to circumstances beyond Grantee's control, including, without limitation, acts of nature, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
- (f) Removal of Facilities. Upon expiration or termination of the Franchise, Grantee shall be afforded a six-month period to sell or otherwise dispose of the Cable System. During the six-month period, Grantee shall operate the Cable System in accordance with this Ordinance. At the expiration of the six-month period, Grantee has the right to remove its Facilities within a reasonable time.

Section 14. Unauthorized reception of Cable Service; tampering with Facilities.

- (a) It shall be unlawful for any Person without Grantee's consent to willfully tamper with, remove or injure any of Grantee's Facilities.
- (b) It shall be unlawful for any Person to make or use any unauthorized connection to any part of Grantee's Cable System.
- (c) Any Person that violates this subsection regarding theft of service shall be guilty of a misdemeanor and punished by a fine not to exceed \$500.00 for each occurrence or imprisonment for a term not to exceed 90 days or both, such fine and imprisonment as may be imposed by a court of competent jurisdiction.

Section 15. Notices. Notices under this Ordinance shall be in writing and shall be deemed given delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses: _____

To City: City of Covington
 200 W. Washington, Ave.
 Covington, TN 38019
 Attn: TINA DUNN
 Phone: (901) 476-9613
 Email: tdunn@covingtontn.com

To Grantee: Ritter Communications, Inc.
P. O. Box 17040
Jonesboro, AR 72403
Attn: Bob Mouser VP Business Development
Phone: (870) 429-1116
Email: Bob.Mouser@rittercommunications.com

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

Section 16. Miscellaneous.

- (a) Severability. If any provision of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance. The invalidity of any portions of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required by Grantee under the remaining provisions of this Ordinance.
- (b) Complete Agreement. All ordinances and parts of ordinances in conflict with this Ordinance are repealed as of the effective date of this Ordinance, excluding all public utility franchises granted to public utilities, including utilities regulated by the Tennessee Public Utility Commission.

Section 17. Be it further ordained, that this ordinance shall take effect immediately after its passage, the public welfare requiring it.

Passed and adopted this _____ day of _____, 2019

City of Covington

By: _____

Attest: _____ Name: _____
City Clerk

Title: Mayor

ORDINANCE 1712

AN ORDINANCE TO AMEND THE COVINGTON MUNICIPAL ZONING MAP TO REZONE PROPERTIES ON MUELLAR BRASS ROAD AND OLD BRIGHTON ROAD (DONALD M. BASKIN JR. PROPERTY) FROM R-2 (MEDIUM DENSITY RESIDENTIAL) DISTRICT TO B-2 (HIGHWAY ORIENTED BUSINESS) DISTRICT

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-201 and 13-7-202 a zoning ordinance and map have been adopted for the City of Covington; and,

WHEREAS, the Covington Municipal-Regional Planning Commission has recommended that the following property be reclassified from its current zoning designation to the proposed zoning designation and,

WHEREAS, a public hearing was held before Covington Board of Mayor and Aldermen pursuant to section 13-7-203, Tennessee Code Annotated, the time and place of which was published with fifteen days advance notice; and,

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

SECTION 1. That the following described property be rezoned from R-2 (Medium Density Residential) District to B-2 (Highway Commercial) District:

A Portion of Parcel 40.00 on Tipton County Tax Map 050.

Beginning at a point, said point being the intersection of the northwestern boundary of Parcel 40.00 on Tipton County Tax Map 050 and the existing boundary of the B-2 (Highway Commercial) Zoning District; thence moving in a southeastern direction along the said zoning district boundary to a point, said point being the southeastern most corner of said zoning district, the eastern boundary of Parcel 40.00, and the western right of way of Old Brighton Road; thence moving in a southern direction along the eastern boundary of Parcel 40.00 to a point, said point being the southeastern most corner of Parcel 40.00; thence moving in an easterly direction along the southern boundary of Parcel 40.00 to a point, said point being the southwestern most corner of Parcel 40.00; thence moving in a northeasterly direction along the western boundary of Parcel 40.00 to the point of beginning.

SECTION 2. BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon its passage after third and final reading, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading

Mayor

Passed Second Reading

City Recorder

Passed Third Reading

