

Finance and Administration Committee Meeting
May 21, 2024
4:00 P.M.

1. Comp Policy Discussion
2. E-911 Interlocal Agreement
3. Leases – Civic Center
4. Title 8 Discussion
5. Administrative Ordinance
6. Special Events Invoices/Discussion
7. 2024-2025 Budget Discussion

Proposed City of Covington Comp Time Payout/Usage Policy – April 2024

(Proposed additions are in bold.)

While there can be exceptions as noted below, as a general rule most City employees are covered by the Fair Labor Standards Act requirement that compensating non-exempt employees for any hours worked in excess of the FLSA designated work period must be considered “overtime” and paid at one and one-half times the employee’s regular hourly pay rate. However, certain public employers such as the City are permitted to alternatively compensate employees who work overtime hours by providing them so called “compensatory time” (generally referred to as “comp time”). The City has elected to offer the compensatory time option to most of its employees. If the option is available to you, it means that you will be compensated for the overtime hours you actually work in one of the following methods: 1) compensatory time off with pay; or, 2) monetary compensation. If you choose to be compensated for overtime by the compensatory time off with pay method, you will receive time off at a rate of one and one-half (1½) times the number of overtime hours you actually worked during the workweek and you will be paid at your regular hourly pay rate for the compensatory time you use. **Effective July 1, 2024, any comp time accrued throughout the fiscal year must be used by the end of that fiscal year (June 30) by following the standard time off request process in the Attendance on Demand timeclock system. The employee’s supervisor will review and approve the comp time off request and make every effort possible to schedule this time period while still ensuring full coverage to the employee’s home department. If a comp time off request is denied by the supervisor, the employee will work with their supervisor to re-schedule for an alternate time period. If multiple denied comp time off requests result in comp time to go unused by the end of the fiscal year (June 30), the remaining balance of unused comp time will be paid out to the employee in one lump sum. All comp time will be used or paid out at the end of every fiscal year resulting in total reset or all comp time banks.**

Furthermore, there is, by law, a maximum amount of “comp time” that can be accumulated or “accrued” by an employee and once that maximum amount is reached overtime must be compensated by way of the weekly payroll. According to the Fair Labor Standards Act, this amount is 240 hours per year or 480 hours per year for healthcare and emergency services personnel.

If you choose to be compensated for overtime by the monetary compensation method, you will receive monetary compensation in your regular paycheck at a rate of one and one-half (1½) times your regular hourly pay rate for the hours you actually worked in excess of the FLSA designated work period assigned to your role. It is important to remember that the City’s obligation to provide both overtime pay and “comp time” is based on hours an employee has actually worked and such hours do not include hours for which an employee was paid but did not actually work.

When both overtime compensation options are available to an employee, he/she is required to choose which method of overtime compensation he/she prefers. This choice may be made **during the first week of each new business quarter – January, April, July, October** – by completing the selection form available in the Human Resources Department.

Proposed Comp Time Lump Sum Payout for Spring 2024

This document has been prepared by the City of Covington Human Resources Department as a brief summary of the proposed request to pay out a monetary equivalent of all outstanding comp time banks currently being carried over year to year on the City of Covington's books. In addition to this one-time payout, the City of Covington Employee Handbook comp time policy would be updated to notify all City employees that any comp time accrued in a fiscal year would be used by the employee within that same fiscal year or, if repeated attempts to schedule said time were denied by the employee's supervisor or if the employee were otherwise unable to take their time for personal reasons, the employee would be paid out at the end of that same fiscal year.

Proposal: To pay out all current comp time banks for all City of Covington employees which has a grand total of \$175,088.21 as of March 31. (Please see attached comp time pay out projection sheet for current pay out amount versus potential future pay out amounts.)

Method: If approved, the total City-wide payout amount (\$175,088.21) would be paid out in a single pay period with each employee's respective amount being paid out to them with a separate check from their standard weekly check.

The cutoff date for comp time accrual in a fiscal year will be May 31. Any accrued but unused comp time will be paid out before the beginning of the fiscal year on July 1. Any comp time accrued in the month of June will be included in the following fiscal year's comp accrual bank.

Benefits:

+Eliminating liability in the form of potential comp time payout in the event of multiple employee terminations, retirements, extended leaves, or deaths in a single fiscal year that the City currently carries over year to year on our financial books.

+This pay out and associated Comp time use/payout policy would decrease comp time payout costs for the City on an annual basis.

+Improved overall overtime tracking and management by individual departments and the City as a whole.

+Improved State of Tennessee audit processes and scores.

+Simplification for City of Covington payroll department.

+Greater financial security and offerings for City of Covington employees.

+Simplified grant request process and increased chance of attaining said grants.

Liabilities:

+One-time lump sum payout of \$175,088.21 before July 1, 2024.



TIPTON COUNTY EMERGENCY
COMMUNICATIONS DISTRICT
220 HIGHWAY 51 N, SUITE 4
COVINGTON, TN 38019
OFFICE: 901-476-0252 FAX: 901-475-4377

Interlocal Agreement for Dispatching Services

This agreement is by and between the *Tipton County Emergency Communications District* and the *City of Covington, Tennessee*.

Whereas the district is an Emergency Communications District established pursuant to **Tennessee Code Annotated** § 7-86-101 *et seq.* to provide emergency communications and dispatch services within Tipton County, Tennessee; and

Whereas the *City of Covington* is a municipality in Tipton County, Tennessee, which has an operational need for the services the *Tipton County Emergency Communications District* provides.

Now, therefore, in accordance with the provisions of **Tennessee Code Annotated** § 12-9-101 *et seq.* and applicable interlocal cooperation and agreements, the parties agree as follows:

Section 1. Purpose: the purpose of this agreement is to set forth the parties' understanding regarding the provisions by the *Tipton County Emergency Communications District* of certain emergency communications and dispatch services to the *City of Covington, Tennessee*.

Section 2. No separate entity created; this agreement does not create, nor seek to create, a separate legal entity.

Section 3. No property acquired: No real or personal property will be acquired or held in connection with this agreement and, accordingly, there shall be no such property disposed of upon the termination of this agreement.

Section 4. Provision of communication services: in consideration of the fee for services as set forth in Section 5 of this agreement, the district will:

- a.) Receive from persons within the *City of Covington, Tennessee*, on a twenty-four (24) hour, 365 days per year basis, telephone calls for law enforcement and/or fire services and will, in return, dispatch as appropriate, personnel from the *City of Covington, Tennessee* police department, fire department and/or if a response is needed, emergency medical services. If requested, or otherwise appropriate, *Tipton County Emergency Communications District* will

ADMINISTRATION

DIRECTOR: ASHLEY STRICKLAND
ASSISTANT DIRECTOR: JAMES STROUD
HR MANAGER: LAURA GOODNIGHT
FINANCE MANAGER: SIERRA ROUYEA
IT MANAGER: CURTIS MAYO

911 BOARD

CHAIRMAN: DAMON WHERRY
VICE-CHAIRMAN: JAMES SNEED
VERNON PAIRAMORE
JON PIERCEY
JESSE POOLE

BOARD MEMBERS

WALKER BOULER
MORGAN FREEMAN
TOMMY ROGERS
HENRY POSEY



TIPTON COUNTY EMERGENCY
COMMUNICATIONS DISTRICT
220 HIGHWAY 51 N, SUITE 4
COVINGTON, TN 38019
OFFICE: 901-476-0252 FAX: 901-475-4377

- transfer the information to the **Baptist Ambulance Services** in order that personnel at **Baptist Ambulance Services** may determine and provide the appropriate response.
- b.) Maintain equipment in the call-center and sufficient personnel to operate said equipment as necessary to perform the services set forth in paragraph 1.a.
 - c.) Perform the services identified in paragraph 1.a in a timely and professional manner.

Section 5. Payment of fees and manner of financing. In consideration of the undertaking of the Tipton County Emergency Communications District as set forth in section 4 and paragraphs a, b, c., City of Covington, Tennessee will pay the Tipton County Emergency Communications District the percentage of the municipalities' call volume use of a pro-rata amount based on a total sum of the call volume for the Tipton County Emergency Communications District out of a base price of \$665,917.29 for year one. Such amount owed per year on a pro-rate use basis shall be adjusted each year based on prior year's use if the agreement is renewed. The agency percentage for the period is 22.47%

Payment shall occur via the customary means utilized by the City of Covington, Tennessee to raise revenue for services it obtains from vendors. The City of Covington, Tennessee shall adhere to its customary budgeting and accounting practices regarding the expenditure of such funds. Payments shall be made on a quarterly basis in the amount of \$37,407.90

In addition to the foregoing, in the event the Tipton County Emergency Communications District, utilizes legal services in connection with the non-payment or non-timely payment of the amount set forth herein, the City of Covington, Tennessee, here-with agrees to pay any and all cost, including attorney fees, expert fees and expenses, incurred by the Tipton County Emergency Communications District in obtaining payments.

Section 6. Term of Agreement: Subject to the appropriate prior governing body approval as by the City of Covington, Tennessee and the Board of Directors for the Tipton County Emergency Communications District, this agreement shall become effective July 1st, 2024 and shall expire June 30th, 2025. The parties agree on or before January 1, 2025, they will enter into negotiations for an extension of, or a successor to,

ADMINISTRATION
DIRECTOR: ASHLEY STRICKLAND
ASSISTANT DIRECTOR: JAMES STROUD
HR MANAGER: LAURA GOODNIGHT
FINANCE MANAGER: SIERRA ROUYEA
IT MANAGER: CURTIS MAYO

911 BOARD
CHAIRMAN: DAMON WHERRY
VICE-CHAIRMAN: JAMES SNEED
VERNON PAIRAMORE
JON PIERCEY
JESSE POOLE

BOARD MEMBERS
WALKER BOULER
MORGAN FREEMAN
TOMMY ROGERS
HENRY POSEY



TIPTON COUNTY EMERGENCY
COMMUNICATIONS DISTRICT
220 HIGHWAY 51 N, SUITE 4
COVINGTON, TN 38019
OFFICE: 901-476-0252 FAX: 901-475-4377

this agreement. The Town of Covington, Tennessee agrees any extension of this agreement or a successor agreement, as the case may be, for the payment for services to be rendered by the Tipton County Emergency Communications District shall be based on the increase in call volume received by the Tipton County Emergency Communications District from the City of Covington, Tennessee during the terms of this agreement; except that, in any event, the City of Covington, Tennessee agrees that the total payment for twelve (12) months of service, or for any agreed period of extension of less than twelve (12) months of service, to be paid to the Tipton County Emergency Communications District in any extension of, or successor to this agreement will not be an amount less than the amount set forth in **Section 5** above, or as said amount may be prorated to apply to a period of extension of less than twelve (12) months.

Section 7. No Waiver: No officer, employee, or agent or otherwise of the City of Covington, Tennessee or the Tipton County Emergency Communications District has the power, right, or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of the agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement at law shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. Failure of any party to enforce, at any time, any of the provisions of this agreement or to require, at any time, performance by any other party of any provision shall not, in any way, effect the validity of this agreement or any part hereof, or the right of any party to thereafter enforce each and every provision.

Section 8. Entire Agreement: This agreement contains all of the agreements of the parties with the respect to any matters covered or mentioned in this agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

Section 9. Severability of Terms: Any provisions of this agreement, which is declared invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof: and such other provisions shall remain in full force and effect.

Section 10. Amendments: This agreement may be amended only in writing and upon satisfaction of all requirements for the amendment of Interlocal Agreements as set forth in **Tennessee Code Annotated § 12-9-101 et seq.** or any other applicable statute.

Section 11. Jurisdiction: This agreement is made and entered into in **Tipton County, Tennessee**. The internal laws of the **State of Tennessee** shall be applicable governing

ADMINISTRATION
DIRECTOR: ASHLEY STRICKLAND
ASSISTANT DIRECTOR: JAMES STROUD
HR MANAGER: LAURA GOODNIGHT
FINANCE MANAGER: SIERRA ROUYEA
IT MANAGER: CURTIS MAYO

911 BOARD
CHAIRMAN: DAMON WHERRY
VICE-CHAIRMAN: JAMES SNEED
VERNON PAIRAMORE
JON PIERCEY
JESSE POOLE

BOARD MEMBERS
WALKER BOULER
MORGAN FREEMAN
TOMMY ROGERS
HENRY POSEY



TIPTON COUNTY EMERGENCY COMMUNICATIONS DISTRICT
220 HIGHWAY 51 N, SUITE 4
COVINGTON, TN 38019
OFFICE: 901-476-0252 FAX: 901-475-4377

any dispute arising hereunder. In the event of a dispute which leads to litigation, the non-prevailing party agrees to pay the attorney fees, expert fees, Court costs and expenses of the prevailing party in such litigation.

Agreed to this _____ day of _____ 2024.

Town of Covington, Tennessee

Tipton County Emergency Communications District

By: _____
(Mayor)

By: _____
(Chairperson)

By: _____
(Budget & Accounts Manager)

By: _____
(Director)

By: _____
(Attorney for District)

ADMINISTRATION
DIRECTOR: ASHLEY STRICKLAND
ASSISTANT DIRECTOR: JAMES STROUD
HR MANAGER: LAURA GOODNIGHT
FINANCE MANAGER: SIERRA ROUYEA
IT MANAGER: CURTIS MAYO

911 BOARD
CHAIRMAN: DAMON WHERRY
VICE-CHAIRMAN: JAMES SNEED
VERNON PAIRAMORE
JON PIERCEY
JESSE POOLE

BOARD MEMBERS
WALKER BOULER
MORGAN FREEMAN
TOMMY ROGERS
HENRY POSEY

Tenant

Hope Restored Counseling, Inc
PO Box 10836
Jackson, TN 38308
(901) 803-0342
Damien Nethery, LCSW
Chief Executive Officer

Lease Term – 3 years
Leasing Upstairs Rooms 203 and 204
Monthly Rent - \$1250.00

They would like to have the lease signed in the next week to satisfy the early release from their current lease in Atoka. They have agreed to replace the carpet in both offices, paint both offices, and provide window treatments in both offices in return for discounting rent from \$1500/month to \$1250/month for the duration of the 3 years. They would like to begin work on the offices beginning June 1st and would like to move in July 1st.

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

LEASE AGREEMENT

THIS AGREEMENT entered into this the 15 day of April 2024 by and between The City of Covington, a Tennessee Municipal Corporation (hereinafter referred to as “Lessor”) and Elrod Janitorial Services (hereinafter referred to as “Lessee”).

WHEREAS Lessor is the owner of certain real property including certain buildings, parking areas, and facilities commonly known as “The Covington Civic Center” more specifically described in Deed Book 1544, page 846 in the Tipton County Register of Deeds Office.

WHEREAS Lessee is a business operating as a sole proprietorship providing janitorial services for hire and is owned by Michelle Elrod.

WHEREAS, the Lessee will occupy office (No. 110) located at 100 W. Washington Ave., Covington, TN 38019 hereinafter referred to as the “leased Premises.”

WHEREAS, in consideration of ten (\$10.00) dollars and other good and valuable consideration, including the covenants contained in this agreement do hereby agree as follows:

WITNESSETH

Lessor does hereby lease to Lessee pursuant to the terms, conditions and covenants set forth in this Lease Agreement, commencing on the 1st day of May 2024 and ending on the 30th day of April 2025 with a renewal provision hereinafter described, the following described property, to wit:

Lying and being in Covington, Tennessee office 110 of the property described in Deed Book 1544, page 846 recorded in the Tipton County Register of Deeds Office. Said portion being the building located at 100 W.

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

Washington Ave., Covington, TN 38019 as well as all servitudes and rights of way which benefit the Premises.

SECTION ONE RENT

Lessee agrees to pay, without demand, to Lessor as rent for the leased Premises the sum of Five Hundred Dollars (\$500) per month.

SECTION TWO QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in the lease agreement, Lessee shall peacefully and quietly have, hold, and enjoy the leased Premises for the agreed term.

SECTION THREE USE OF PREMISES

The leased Premises shall be used and occupied by Elrod Janitorial Services for the purposes of operating the business of Elrod Janitorial Services and no other purpose. No other uses, activities, or operations shall be conducted by the Lessee upon the Leased Premises without first obtaining the prior written consent of the Lessor.

SECTION FOUR CONDITION OF PREMISES AND WALK THROUGH

Lessee stipulates that its agents, officers, and representatives have examined the leased Premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, good repair, safe, clean, and in tenantable condition. Prior to taking possession of the Premises, Lessee shall provide a complete copy of the checklist attached

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

as Exhibit B to Lessor. Prior to vacating the Premises, Lessor shall provide an updated copy of the checklist to Lessor.

SECTION FIVE ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of Lessor, this Lease Agreement shall not be assigned, sublet, nor shall any concession or license to use the Premises or any part of the Premises be granted.

A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license.

An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

SECTION SIX ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alternations or improvements to or upon the Leased Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining the prior written consent of the Lessor. If the Lessee wants to "re-key" the leased premises under this agreement that is allowable so long as the Mayor, or his designee, is provided a key to the leased premises for use in an emergency only.

All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall, unless otherwise provided by written agreement between Lessor and Lessee, be deemed to be part of the Premises and shall become the property of the Lessor upon the

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

expiration or termination of this Lease Agreement; provided, however, that trade fixtures, machinery and equipment that are installed by Lessee and removable without materially injuring the Premises shall remain the property of the Lessee.

All such alterations, additions, repairs, replacements, and improvements made to or upon the Premises shall comply with all present and future and then existing governmental laws and regulations. No approval by Lessor of any plans or specifications for material renovations or alterations by Lessee shall be construed to warrant that such plans or specifications comply with any governmental laws or regulations.

Lessee agrees that no signs shall be placed or painting done on or about the Leased Premises by Lessee or at Lessee's direction without the prior written consent of Lessor.

SECTION SEVEN DAMAGE TO PREMISES

If the leased Premises, or any part of the leased Premises, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of Lessee's employees, agents, visitors, or invitees the premises shall be promptly repaired by Lessor. However, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of Lessee's employees, agents, or visitors to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end, and the rent shall be prorated up to the time of the damage.

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

SECTION EIGHT DANGEROUS MATERIALS

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any reasonable insurance company. Lessor acknowledges Lessee is a cleaning company and that cleaning supplies may be stored on the premises. Lessee agrees not to keep or store any extraordinary dangerous or flammable materials on the leased premises.

SECTION NINE UTILITIES

Lessor shall be responsible for arranging and paying for all utility services required to operate the premises which include pest control, water, sewer, garbage services, gas, electric, and janitorial. The Lessee shall be responsible for their own phone and internet.

SECTION TEN MAINTENANCE AND REPAIR

Lessee will, at their sole expense, keep and maintain the leased premises and appurtenances in neat, clean, safe and sanitary condition and repair during the term of this lease and any renewal of this lease. Lessee shall, at Lessee sole expense, make all required repairs to the plumbing, HVAC system, electrical, wiring and sprinkler systems whenever damage to such items shall have resulted from Lessee's misuse, waste, or neglect or that of Lessee's employees, agents, visitors, or invitees. Necessary repairs to the Leased Premises, including, but not limited to, fixtures, plumbing, HVAC, electrical, wiring, and sprinkler systems, not caused by the

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

Lessee's misuse, waste, neglect, or that of the Lessee's employees, agents, visitors, or invitees shall be the responsibility of the Lessor.

Major maintenance and structural repairs of the leased premises including the roof, exterior walls, walkways, and parking lot not due to Lessee misuse, waste, or neglect or that of Lessee employees, agents, visitors, or invitees, shall be the responsibility of Lessor or Lessor's assigns.

SECTION ELEVEN RIGHT OF INSPECTION

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the leased Premises for the purpose of inspecting the premises and all building and improvements on the premises.

SECTION TWELVE SUBORDINATION OF LEASE

This lease and Lessee's leasehold interest under this lease are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the leased Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

SECTION THIRTEEN TERM, RENEWAL, AND HOLDOVER BY LESSEE

The initial term of this lease is for one (1) year. Upon expiration of this Lease Agreement on April 30, 2025, this agreement may be renewed for an additional one-year term, upon all

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

terms, conditions and obligations set forth herein. Lessee shall provide Lessor with written notice at least sixty (60) days before the expiration of the original term of this lease of their desire to exercise this option. Thereafter and upon termination of the renewal, the parties shall execute a new lease agreement.

Should Lessee remain in possession of the leased Premises with the consent of Lessor after the natural expiration of this lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this lease agreement but shall be terminable on sixty (60) days written notice served by any party hereto.

SECTION FOURTEEN CANCELLATION AND SURRENDER OF PREMISES

Notwithstanding anything to the contrary contained herein, should Lessee cease to operate a janitorial business, Lessee shall have the right to terminate this Lease by giving Lessor 30 days' written notice.

Upon such termination of this Lease, Lessee shall have no further obligations or responsibilities under this Lease or relating to the Premises, and Landlord shall be deemed to have released Lessee from any such further obligations or responsibilities without the need for further action on the part of Landlord. At expiration of the lease term or any cancellation thereof, Lessee shall quit and surrender the leased Premises.

SECTION FIFTEEN DEFAULT

By Lessee: In the event that Lessee defaults in the performance of any obligation under this Agreement including non-payment of rent and abandonment of the property, Lessor shall

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

provide Lessee with written notice of the default. If the default in performance by Lessee is not cured within thirty (30) days after receipt of notice of default from Lessor, Lessee shall vacate the property and return it to Lessor within the same thirty (30) day period. Lessor shall retain the right to compensation for all amounts due and owed by Lessee to Lessor under this Agreement if Lessor re-takes possession of the leased property due to non-performance of this Agreement by Lessee, except that such compensation will be offset by any rent received by Lessor from a subsequent tenant for any period of the term of this lease. Recovery of rent due for the term of this lease shall be the only remedy due to Lessor with respect to rent as a result of Lessee's default.

By Lessor: In the event that Lessor defaults in the performance of any obligation under this Agreement, Lessee shall provide Lessor with written notice of the default. In the event that the default is not cured within thirty (30) days, this Agreement shall terminate, and Lessee may vacate the leased property and shall have no further obligation for the payment of rent. If Lessee determines that continued use of the leased property creates a danger to the health and safety of children or Lessee staff or if the facility cannot be licensed as a childcare facility under applicable state law, Lessee may immediately terminate their lease and Lessor shall be deemed to have released Lessee from any such further obligations or responsibilities without the need for further action on the part of Lessor.

SECTION SIXTEEN ABANDONMENT

If at any time during the term of this lease, Lessee abandons the leased Premises or any part of the leased Premises for more than one hundred eighty days (180) , Lessor may, at

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

Lessor's option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever, and may, at Lessor's discretion, as agent for Lessee, relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then unexpired term.

If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

SECTION SEVENTEEN LESSEE'S USE OF COMMON AREAS

Lessor gives Lessee and Lessee's employees, agents, and invitees a non-exclusive right to use the roadways and parking areas that are available and designated by Lessor for such use. Lessors shall not have the right to make changes to any common areas.

SECTION EIGHTEEN INDEMNITY AND INSURANCE

Lessee agrees for itself, its agents, successors, and assigns to indemnify Lessor against, and to hold Lessor, its agents and employees harmless for, any and all claims or demands for loss of or damage to the Premises or property or assets thereon or for injury or death to any person from any cause whatsoever while in, upon, or about said leased Premises during the term of this Lease Agreement or any extension thereof or any holdover. Lessee shall maintain insurance

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

coverage on all equipment, machinery, and other personal property of any kind against loss or damage by fire, lightning, tornado, hail, and other acts of God which include such other risks as are customarily covered and said costs shall be paid by the Lessor.

Lessees agree to take out and maintain with a reputable insurance company, at Lessee's sole cost and expense, liability and hazard insurance against property damage or personal injury stemming from Lessee's use of or occurring on or about the leased premises with a limit of not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate.

The lessor shall be named as a co-insured on all such policies and shall be provided with a certificate of insurance showing said coverage to be in effect. Any failure or noncoverage by such policies shall not affect the indemnity or hold harmless provisions of this paragraph.

Lessor shall maintain insurance on the Premises against loss or damage by fire, lightning, tornado, hail, and other acts of God which include such other risks as are customarily covered and said costs shall be paid by the Lessor.

SECTION NINETEEN NOTICES

All notices, approvals, requests, consents, and other communications given pursuant to this Agreement shall be in writing and shall be deemed effective when received if hand delivered, sent by facsimile, electronic mail, or the United States mail, addressed as follows:

If to the Lessor:

The City of Covington
ATTN: Mayor
200 W. Washington Ave.
Covington, TN 38019
(901) 476-6699 [fax]

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

If to the Lessee: Elrod Janitorial Services
100 W. Washington Ave., No. 101
Covington, TN 38019

Notices sent by overnight courier service shall be deemed received on the date indicated by the records of the courier service. Notices sent by U. S. Mail shall be deemed received on the fifth (5th) business day after mailing.

SECTION TWENTY ASSIGNMENT/SUBLEASE

Lessee or any third party contemplated by this Lease Agreement shall not have the right to assign this agreement or sublease the Premises to any other parties without the express written consent of the Lessor, except as otherwise provided in this agreement.

SECTION TWENTY-ONE ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION TWENTY-TWO MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only in evidenced in a writing signed by each party or an authorized representative of each party.

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

SECTION TWENTY-THREE BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions of this lease.

SECTION TWENTY-FOUR GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.

SECTION TWENTY-FIVE TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this agreement.

SECTION TWENTY-SIX PARAGRAPH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

SECTION TWENTY-SEVEN SEVERABILITY

The provisions of this lease agreement are severable in that should any provision be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

In witness whereof, each party to this lease agreement has caused it to be executed at
Covington City Hall on the date indicated below.

Dated this 26 day of April 2024.

City of Covington, Tennessee

BY: Jan W. Hensley, Mayor 4/26/24
Jan W. Hensley, Mayor Date

BY: Tina Dunn 4/25/24
Tina Dunn, Recorder/Treasurer Date

Elrod Janitorial Services

BY: Michelle Elrod 4/25/24
Michelle Elrod, Owner Date

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-3003

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally appeared before me, a Notary Public, Jan W. Hensley, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is the Mayor of the City of Covington, Tennessee and is authorized by the Charter of the City of Covington, Tennessee to execute this instrument on behalf of the City of Covington.

WITNESS by hand, at office, this the _____ day of April 2024.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally appeared before me, a Notary Public, Tina Dunn, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and who further acknowledged that she is the Recorder/Treasurer for the City of Covington, Tennessee and is authorized by the Charter of the City of Covington, Tennessee to execute this instrument on behalf of the City of Covington.

WITNESS by hand, at office, this the _____ day of April 2024.

NOTARY PUBLIC

My Commission Expires:

Prepared by:
OWEN | WITHERINGTON Law Office
Rachel K. Witherington, Attorney
125 E. Pleasant Ave.
P.O. Box 1016
Covington, TN 38019
(901) 476-5003

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally appeared before me, a Notary Public, Michelle Elrod, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and who further acknowledged that she is the Owner of Elrod Janitorial Services, and is authorized by the _____ to execute this instrument on behalf of Elrod Janitorial Services.

WITNESS by hand, at office, this the _____ day of April 2024.

NOTARY PUBLIC

My Commission Expires:

Prepared by:
 OWEN | WITHERINGTON Law Office
 Rachel K. Witherington, Attorney
 125 E. Pleasant Ave.
 P.O. Box 1016
 Covington, TN 38019
 (901) 476-5003

Move In/Move Out Checklist

<u>Lessee: Elrod Janitorial Services</u>		<u>Lessor: City of Covington, Tennessee</u>		
<u>Move-In Date:</u>	<u>Inspection Date:</u>	<u>Time:</u>	<u>By:</u>	
<u>Move-Out Date:</u>	<u>Inspection Date:</u>	<u>Time:</u>	<u>By:</u>	
-				
<u>ENTRYWAY</u>	<u>Move-In Notes:</u>	<u>Move-Out Notes:</u>		
<u>FLOOR</u>	-	-		
<u>WALLS</u>	-	-		
<u>CEILINGS</u>	-	-		
<u>DOORS</u>	-	-		
<u>WINDOWS</u>	-	-		
<u>SCREENS</u>	-	-		
<u>SHADES</u>	-	-		
<u>LIGHT BULBS/FIXTURES</u>	-	-		
<u>CLOSET</u>	-	-		
-				
<u>KITCHEN</u>	<u>Move-In Notes:</u>	<u>Move-Out Notes:</u>		
<u>FLOOR</u>	-	-		
<u>WALLS</u>	-	-		
<u>CEILINGS</u>	-	-		
<u>DOORS</u>	-	-		
<u>WINDOWS</u>	-	-		
<u>SCREENS</u>	-	-		
<u>CABINETS</u>	-	-		

Prepared by:
 OWEN | WITHERINGTON Law Office
 Rachel K. Witherington, Attorney
 125 E. Pleasant Ave.
 P.O. Box 1016
 Covington, TN 38019
 (901) 476-5003

<u>SINK FAUCET</u>	-	-
<u>SINK AREA</u>	-	-
<u>COUNTERS</u>	-	-
<u>FANLIGHT</u>	-	-
<u>FIRE SUPPRESSION</u>	-	-
<u>ELECRIC FIXTURES</u>	-	-
<u>LIGHT BULBS/FIXTURES</u>	-	-
<u>FRIDGE</u>	-	-
<u>OVEN</u>	-	-
<u>DISHWASHER</u>	-	-
<u>RESTROOMS</u>	<u>Move-In Notes:</u>	<u>Move-Out Notes:</u>
<u>FLOOR</u>	-	-
<u>WALLS</u>	-	-
<u>CEILINGS</u>	-	-
<u>DOORS</u>	-	-
<u>WINDOWS</u>	-	-
<u>SCREENS</u>	-	-
<u>CABINETS</u>	-	-
<u>SINK FAUCET</u>	-	-
<u>COUNTER TOPS</u>	-	-
<u>MIRRORS</u>	-	-

Prepared by:
 OWEN | WITHERINGTON Law Office
 Rachel K. Witherington, Attorney
 125 E. Pleasant Ave.
 P.O. Box 1016
 Covington, TN 38019
 (901) 476-5003

<u>FAN</u>	-	-
<u>TOLIETS</u>	-	-
<u>TOWEL RACKS</u>	-	-
<u>LIGHT BULBS/FIXTURES</u>	-	-
-		
<u>OFFICES</u>	<u>Move-In Notes:</u>	<u>Move-Out Notes:</u>
<u>FLOOR</u>	-	-
<u>WALLS</u>	-	-
<u>CEILINGS</u>	-	-
<u>DOORS</u>	-	-
<u>WINDOWS</u>	-	-
<u>SCREENS</u>	-	-
<u>LIGHT BULBS/FIXTURES</u>	-	-
<u>CLOSETS</u>	-	-
-		
<u>CLASSROOMS</u>	<u>Move-In Notes:</u>	<u>Move-Out Notes:</u>
<u>FLOOR</u>	-	-
<u>WALLS</u>	-	-
<u>CEILINGS</u>	-	-
<u>DOORS</u>	-	-
<u>WINDOWS</u>	-	-
<u>SCREENS</u>	-	-
<u>LIGHT BULBS/FIXTURES</u>	-	-

Prepared by:
 OWEN | WITHERINGTON Law Office
 Rachel K. Witherington, Attorney
 125 E. Pleasant Ave.
 P.O. Box 1016
 Covington, TN 38019
 (901) 476-5003

<u>CLOSETS</u>	-	-
<u>OUTSIDE</u>	-	-
<u>LANDSCAPING</u>	-	-
<u>PLAYGROUND</u>	-	-
<u>SIDEWALKS</u>	-	-
<u>SIGNS</u>	-	-
<u>FENCE</u>	-	-
<u>SECURITY LIGHTS</u>	-	-
<u>UTILITY METERS</u>	-	-
<u>OTHER</u>	-	-
<u>SECURITY SYSTEM</u>	-	-
<u>INTERCOM SYSTEM</u>	-	-
<u>HALLWAYS</u>	-	-

ORDINANCE NUMBER 1775

AN ORDINANCE TO AMEND ORDINANCE 1769 THE "ADMINISTRATIVE ORDINANCE" OF THE CITY OF COVINGTON.

WHEREAS Ordinance 1775 has not been codified as a part of the Covington Municipal Code but is maintained along with any amendments in the Office of the Recorder-Treasurer; and

WHEREAS, the Board of Mayor and Aldermen wish to amend the Administrative Ordinance;

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

Section 1. Ordinance "Administrative Ordinance" shall be amended by: automatic adjustment of rates for gas, sewer, water, and solid waste. Reduce: inside city limits water tap fee and secondary water tap fee. The following rates and fees will be increased: water testing lab; solid waste roll out carts residential and commercial; commercial knuckle boom fees; residential change of occupancy and bulk items; industrial surcharge fees; RV & mobile home parks annual fee. The following rates and fees will be deleted: P&R - Season October-April membership fees; kids summer pass; race timing system; one and one-half inch inside and outside city limits sewer rates; and one and one-half inch inside and outside water rates. Also, the following new fees are being added: none.

Section 2. Automatic adjustment of Rates to Reflect Cost of Living: shall be adjusted on an annual basis in an amount equal to the percentage change in the Consumer Price Index for Urban Areas (CPI U, US City Average, and All Items) for the prior calendar year as determined by the U.S. Department of Labor. Said annual adjustment shall be effective with the July billing cycle each year. This will apply to gas, water, sewer, and solid waste rates. The Board of Mayor and Aldermen may reject the automatic adjustment by passage of a resolution.

Section 3. This ordinance shall take effect on July 1, 2024, the welfare of the corporation demanding it.

Attest: _____
Recorder-Treasurer

Mayor

Passed on 1st Reading _____

Passed on 2nd Reading _____

Public Hearing _____

Passed on 3rd Reading _____

Airport
FY 2023/2024

1	Description	Fee per Month	Size per Opening	Proposed FY 24/25
2				No Changes per RA
3	Open Hanger	\$60.00		
4	SM T Hanger	\$175.00	36' or 38'	
5	LG T Hanger	\$225.00	40'	
6	BI-FOLD Hanger	\$225.00	46'	
7	C Hanger	\$1,000.00	80' X 100'	
8	E Hanger	\$1,200.00	100' X 100'	
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				

Cemetery
FY 2023/2024

1	Description	Fee		Proposed 24/25
2				No Changes per DGwinn
3	Grave Space Fee, purchase of	\$150.00		
4	Maintenance Fee per Grave	\$430.00		
5	Perpetual Care per grave	\$100.00		
6	Certificate Fee per grave	\$20.00		
7	Refundable Marker Deposit	\$300.00		
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				

Civic Center
FY 2023-2024

1	Description	Fee	Proposed 24/25
2			No Changes per SP
3	Wedding - Full package (includes everything)	\$2,500.00	
4	Wedding Ceremony Only (6 hrs) + Rehearsal (3 hrs)	\$1,000.00	
5	Receptions, Reunions, Dinners, etc. (Sat/Sun)	\$800.00	
6	Meetings/Conferences	\$100/hour (\$500 max)	
7	Second Floor Room Rentals	\$50/hour (\$300 max)	
8			
9	Optional Add-ons (if not already included in selected package):		
10	Tableware	\$100.00	
11	Bistro Tables	\$100.00	
12	Podium	\$50.00	
13	Projector/screen	\$50.00	
14	Sound System/microphones	\$50.00	
15	House Managers on site for event	\$200.00	
16	Discounts: 20% off for employees and Non-Profits		
17			
18	Damage deposit - Tennessean	\$500.00	
19	Damage deposit - Second floor rooms	\$200.00	
20			
21	Non-Refundable cleaning fees		
22	no table cloths	\$100.00	
23	with table cloths	\$150.00	
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			

Code Department

	A	B	C	D
1	Description		Fee	Proposed FY 24/25
2	Professional Services:			
3	Review Fee		actual cost	
4	Demolition:			
5	Residential		\$150.00	
6	Commercial		\$300.00	
7	Deposit refundable		\$600.00	
8	Certificate of Occupancy:			
9	with building permit		\$40.00	
10	without building permit		\$60.00	
11	Certificate of Completion		\$40.00	
12	Non-residential building permits:			
13	Life Safety Inspections		\$50.00	
14	Driveway Permit		\$50.00	
15	Swimming Pool:			
16	In Ground - setback only		\$30.00	
17	Above Ground - setback only		\$30.00	
18	Temporary Building Permit		\$55.00	
19	Building Moving Permit		\$100.00	
20	Fence Permit		\$100.00	
21	Failure to obtain permit prior to starting construction		Double the building permit fee	
22	Nonrefundable Processing Fee		\$25.00	
23	Sign Permit:			
24	\$1.00 to \$2,000		\$35.00	
25	\$2,001 and over		\$75.00 flat fee plus \$1.00 per square foot per side	
26	Sign - Plan Review		\$25.00	
27	Temporary Sign		\$30.00	
28	Mobile Home Park:			
29	Single Wide Mobile Home		\$200.00	
30	Double Wide Mobile Home		\$400.00	
31	RV & Mobile Home Parks annual fee		\$25.00 + \$5.00 per approved lots.	\$50.00 + \$10 per lot
32				
33	Lot Mowing and Clean Up		\$200.00 per hour with a 2 hour minimum	
34	Administrative Lien/Recording Fee		\$150.00 per lien	
35				

Code Department
FY 2023/2024

36	Building Permit:					Proposed FY 24/25
37	Unless otherwise noted below, the total valuation shall be based on seventy dollars (\$70.00) per sq ft under roof.					
38	Under roof shall consist of all heated and unheated space.					
39	\$1,000.00 or less			\$60.00		
40	\$1,001 to \$50,000	\$60.00 for the first \$1,000 plus \$3.00 for each additional thousand or fraction				
41		thereof to and including \$50,000.				
42	\$50,001 to \$ 100,000	\$167.00 for the first \$50,000 plus \$2.50 for each additional thousand or				
43		fraction thereof to and including \$100,000.				
44	\$100,001 to \$500,000	\$292.00 for the first \$100,000 plus \$2.00 for each additional thousand or fraction				
45		thereof to and including \$500,000.				
46	\$500,001 and above	\$1,092.00 for the first \$500,000 plus \$1.50 for each additional thousand or				
47		fraction thereof to and including \$500,000.				
48						
49						
50	Commercial Plans Review Fees			One-half of Building Permit		
51				Minimum Fee of \$50.00		
52				Maximum Fee of 5,000.00		
53	Commercial Fast Track Review Fees			Two-thirds of Building Permit		
54				Minimum Fee of \$50.00		
55				Maximum Fee of 5,000.00		
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						
70						

COURT
FY 2023/2034

1	Description	Fees and Fines	Proposed FY 24/25
2	Court Cost	\$105.00	No Changes per DT
3	Court Cost - Additional Cost on Speed	\$5.00	
4	Court Cost - Hands Free Law	\$10.00	
5	State Litagation Tax	\$13.75	
6	Local Litagation Tax	\$13.75	
7	E-Citation & Written - Sunset Provision 7-1-2026	\$5.00	
8	Continuation Fee	\$10.00	
9	Towed Vehicle(s)	actual cost	
10	Fines	as allowed per TCA	
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			

Fire Department
FY 2023/2024

1	Description		Fee	Proposed 24/25
2	Hazardous Materials-Cost Recovery		actual cost	No Changes per RG
3	MUNICIPAL			
4	False Alarm - Commercial			
5	First 3 per year		\$0.00	
6	Each Additional per year		\$50.00	
7				
8				
9	RURAL			
10	Fire Subscription - Annual		\$75.00	
11	Deposit - One Commercial - per Incident		\$500.00	
12	Deposit - One Residential & Accessory & Motor Vehicle - per Incident		\$500.00	
13	per Incident Fee - insured		\$1,000.00	
14	per Incident Fee - uninsured	\$400 per hour with a minimum of 2 hours		
15				
16	MISCELLANEOUS			
17	Permit - Open Burn		\$50.00	
18	Fire Reports	As allowed per TCA 10-7-503		
19	Food Truck Annual Inspection		\$50.00	
20	Pyrotechnics		\$50.00	
21	Fire Hydrant Flow Reports		\$75.00	
22	Fire hydrant inspection-private		\$50.00 ea	
23				
25				
25				
26	Original Inspection			
27	Day care centers (child and adult)		\$50.00	
28	Nursing homes		\$50.00	
29	Care homes/mental health		\$50.00	
30	Alcohol and drug centers		\$50.00	
31	Counseling centers		\$50.00	
32				
33				
34				
35				

Fire Department
FY 2023/2024

36	Annual Inspection				Proposed 24/25
37	Day care centers (child and adult)			\$25.00	No Changes per RG
38	Nursing homes			\$25.00	
39	Care homes/mental health			\$25.00	
40	Alcohol and drug centers			\$25.00	
41	Counseling centers			\$25.00	
42	New Installation - 2 inspections				
43	Fire Suppression Systems				
44	Hood and duct			\$50.00	
45	Special			\$100.00	
46	Standpipe			\$50.00	
47	Sprinkler System Inspection				
48	Commercial			\$50.00	
49	Residential			\$25.00	
50	Fire Alarm Inspection				
51	Full or Partial evacuation system			\$50.00	
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					
70					

Miscellaneous
FY 2023/2024

1	Description	Fee:		Proposed 24/25
2	Business Licenses			No Changes per TD
3	Privilege Tax - Business License	\$15.00	TCA 67-4-723 (a)(1)	
4	Privilege Tax - Minimum Business License	\$15.00	TCA 67-4-723(b)(1)	
5	Renewal Minimum Business License	\$15.00	TCA 67-4-723(b)(1)	
6	Beer			
7	Beer Permits Application Fee (nonrefundable)	\$250.00	TCA 57-5-104(a)	
8	Beer Permits Annual Renewal	\$100.00	TCA 57-5-104(b)(1)	
9	Beer Civil Penalty - sale to minors	TCA 57-5-108 (2)(a) \$1000.00 each offense if a Responsible Vendor Not to exceed		
10	Beer Civil Penalty - sale to minors	TCA 57-5-108 (2)(b) \$2500.00 each offense if not a Responsible Vendor		
11	Beer Civil Penalty -any other offense	TCA 57-5-108-(2)(b) \$1000.00 each offense Not to Exceed		
12	Liquor			
13	Intoxicating Liquor License - Package and Wine in Grocery Stores	\$250.00		
14	Inspection Fee - Liquor	5%	TCA 57-3-503(a)	
15	Failure to collect, report, and/or pay Inspection fee - penalty	10% of the fee due	TCA 57-3-503(b)	
16	Renewal of Liquor License	Same as paid to TN ABC TCA 57- 4-301		
17				
18	Nonpayment of Check	\$20.00	TCA 9-1-109	
19	Nonpayment of Check/Handling	\$30.00	TCA 47-29-102	
20	Notary Fee	\$5.00		
21	Utility Fees			
22	Reconnect during business hours	\$50.00		
23	After Hours Service Call	\$100.00		
24	Reconnect fee - if bill not paid by 8:30am morning after services are reestablished	\$25.00		
25	Nonrefundable User Fee	\$25.00		
26	Transfer	\$25.00		

Miscellaneous
FY 2023/2024

27				Proposed FY 24/25
28				No Changes per TD
29				
30	Transient Vendor Permits			
31	Permit Application & Renewal	\$50.00 for each 14 day period	TCA 67-4-710	
32	Permit Surety Bond	\$2,500.00		
33	SOB			
34	Sexually Oriented Business Permit	\$100.00		
35	SOB Injunction Fee	\$500.00		
36	SOB Annual Permit Fee	\$850.00		
37	SOB Permit Transfer Fee	20%		
38	SOB Employee License	\$25.00		
39	SOB Employee Annual Renewal	\$25.00		
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				

Natural Gas
FY 2023-2024

1	Description			Fee			Proposed 24/25	
2	Deposit							
3	Industrial and Large Commercial			2X est use				
4	Small Commercial			\$200.00				
5	Residential			\$200.00				
6	Tap Fee							
7	First 100 Feet - Minimum Fee			\$300.00				
8	Plus Next 300 Feet			2.50 per ft				
9	Plus above 401 Feet			1.50 per ft				
10								
11	Permit Fee			\$10.00				
12	Inspection Fee			\$10.00				
13	Outlet Fee - per outlet			\$7.50				
14	Surcharge to be collected - bill unpaid by certain time			5%				
15	Meter turned off - service charge to turn on (seasonal)			\$25.00				
16	Gas Rate		Fixed	per 100 cf				
17	Lge. Comm (Inside)		\$12.00	\$1.128 cf			1.162	
18	Resid. (Inside)		\$12.00	\$2.289 cf			2.323	
19	Comm. (Inside)		\$12.00	\$1.161 cf			1.195	
20	Industrial/Demand		\$70.00	\$1.045 cf			1.079	
21	Resid. (Outside)		\$12.00	\$2.36 cf			2.394	
22	Comm. (Outside)		\$12.00	\$1.196 cf			1.23	
23	Industrial Transportation Fee			\$0.76				
24	Rate: Cost of Gas based on purchased gas adjustment ordinance # 1671 for each user classification							
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								

Parks Rec
FY 2023/2024

1	Description					Pro 24/25
2	Membership		SportsPlex or Pool Only	SportsPlex or Pool Only	Water & Weights	Water & Weights
3			Annual	Monthly	Annual	Monthly
4	Single Resident		\$200.00	\$20.00	\$250.00	\$25.00
5	Family Resident		\$250.00	\$30.00	\$325.00	\$35.00
6	Single Non-Resident		\$250.00	\$30.00	\$325.00	\$35.00
7	Family Non-Resident		\$300.00	\$35.00	\$400.00	\$45.00
8	Senior (55 & Over)		\$125.00	\$15.00	\$155.00	\$20.00
9	Special Needs Adults		\$125.00	\$15.00	\$155.00	\$20.00
10	Corporate Rate		\$150.00	\$20.00	\$200.00	\$25.00
11	Corporate Family		\$225.00	\$25.00	\$275.00	\$30.00
12	City Employee Single		\$125.00	N/A	\$150.00	N/A
13	City Employee Family		\$200.00	N/A	\$250.00	N/A
14	Students (College ID Required)		\$125.00	\$15.00	\$155.00	\$20.00
15	Military/Fire/Police/Teacher-Single		\$150.00	\$15.00	\$200.00	\$20.00
16	Military/Fire/Police/Teacher-Family		\$225.00	\$25.00	\$275.00	\$30.00
17	Guest Fee	\$7.00				
18	Swim Lessons:	\$55.00				
19	Pool Admission -Non-member	\$7.00				\$6.00
20	Pool Party	\$150.00 for 2 hours; \$25.00 per additional hour \$45.00 deposit includes lifeguard				\$135.00
21	Pavilion Usage/Pole Barn	\$50.00 4 hours or less; \$20.00 per hour after 4 hours				\$45.00
22	Turface (field drying material)	\$20.00 per bag				
23	Parks & Recs Employees & Contractors	\$25.00 per/hour per/employee between games only				
24	Ballfield Rentals (Practice)	One and a half hours (90 minutes)	\$30.00 without lights \$40.00 with lights			
25	Park Bench Dedications					
26	Park Bench New Only	\$1,000.00				
27	Park Bench Plaque	\$350.00				

Parks Rec
FY 2023/2024

28	Tipton County Museum, Veterans' Memorial and Nature Center			Military Discount		Proposed FY24/25
29	Museum Conference Room	\$100.00 per hour during business hours. \$150.00 per hour after business hours. \$150.00 refundable deposit				No Changes per KM
30	Dues					
31	Individual, Military Family, Senior Family	\$25.00				
32	Family Membership	\$30.00				
33	Contributor	\$50.00				
34	Philanthropist	\$100.00				
35	Benefactor	\$200.00				
36	Corporate Sponsor	\$500.00				
37	Education					
38	Lecture Series - Non Members	\$5.00		\$4.00		
39	Art Classes - Members	\$15.00		\$14.00		
40	Art Classes - Non Members	\$20.00		\$19.00		
41	School programs of 10 or more	\$5.00 per child				
42	Saturday Workshops for school age children	\$8.00 per child Non Members		\$7.00		
43	Other					
44	Brick, Sale of	\$100.00				
45	Hammock rental	\$5.00/hour, must be at least 18 years of age. A valid State ID is required.				
46	Booth Rentals - If selling products - *not applicable to Core Member Organization	\$25.00				
47	*Core Member Organization Examples - VFW, OCR, Veteran Council, American Legion, TRABBA, DAR, Out of the Woods Wildlife, ect.					

Planning
FY 2023/2024

1	Description				Fee			Pro 24/25
2								No Change
3	BZA and BPMA							per LF
4	Administrative Review				No Charge			
5	Special Exception				\$200.00			
6	Variance				\$200.00			
7								
8	Planning Commission							
9								
10	Rezoning/Text Amendment				\$200.00 plus \$5.00 per required mailed notice			
11	Site Plan Review/Design Guidelines				\$300.00			
12	Minor Subdivision Plat				\$150.00			
13	Major Subdivision Preliminary Plat				\$300.00 plus \$10.00 per lot			
14	Major Subdivision Construction Plat				\$300.00 plus \$40.00 per lot			
15	Major Subdivision Final Plat				\$300.00 plus \$25.00 per lot			
16								
17								
18	Zoning Verification Request				\$40.00			
19								
20								
21	Advertising Fee per Agenda Item				\$75.00			
22								
23	HZC/Processing Fee				\$25.00			
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								

Police Department
FY 2023/2024

1	Description	Fee	Proposed 24/25
2			No Changes per DT
3	Reports accident/incident	As allowed per TCA 10-7-503	
4			
5	Seized Vehicles		
6	Impounding Fee	Impounding fee shall be equal to the wrecker service fee for towing the vehicle	
7	Daily Storage Fees	\$40.00	
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			

Records Copies
FY 2023/2024

1	Description		Fee	Proposed FY 24/25
2	General Copies			No Changes per LF
3	8.5 X 11 or 8.5 X 14 Black & White		\$0.15	
4	8.5 X 11 or 8.5 X 14 Color		\$0.50	
5	18 X 14		\$5.00	
6	24 X 36		\$9.00	
7	30 X 42		\$11.00	
8				
9	GIS Map Copies			
10	8.5 X 11 or 8.5 X 14 Lines/Text Only		\$0.15	
11	8.5 X 11 or 8.5 X 14 Photo		\$0.50	
12	11 X 17 Lines/Text Only		\$3.00	
13	11 X 17 Photo		\$4.00	
14	18 X 24 Lines/Text Only		\$5.00	
15	18 X 24 Photo		\$6.00	
16	24 X 36 Lines/Text Only		\$9.00	
17	24 X 36 Photo		\$12.00	
18	36 X 48 Lines/Text Only		\$20.00	
19	36 X 48 Photo		\$24.00	
20	36 X 60 Lines/Text Only		\$25.00	
21	36 X 60 Photo		\$30.00	
22	Data manipulation over 1/2 hour add per layer		\$10.00	
23	C.D. Copies		\$10.00	
24	Employee hourly wage calculated per TCA 10-7-506			
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				

Sewer Service
FY 2023/2024

1	Description		Fee	Proposed FY 24/25
2	Deposit			
3	Industrial and Large Commercial		2X est use	
4	Small Commercial		\$100.00	
5	Residential		\$80.00	
6	Tap Fee			
7	Inside City Limits		\$600.00	
8	Outside City Limits		\$1,100.00	
9	Pressurized Sewer System			
10	Tank Fee		\$6,000.00	
11	Monthly Maintenance Fee			
12	Inside City Limits		\$9.00	
13	Outside City Limits		\$13.00	
14				
15	Inspection Fee			
16	Gravity, Pressurized, or Septic		\$10.00	
17	Permit Fee			
18	Gravity, Pressurized, or Septic		\$10.00	
19				
20	Surcharge to be collected - bill unpaid by certain time		5%	
21	Industrial Surcharge Fee	BOD per pound	1.74	2.61
22		S.S. per pound	0.841	1.26
23				
24				
25	Description		Rate	
26	Inside City Limits - Minimum			
27	5/8 inch		\$8.72	\$9.02
28	1 inch		\$10.35	\$10.71
29	1-1/2 inch		\$20.18	delete
30	2 inch		\$26.73	\$27.64
31	3 inch		\$43.61	\$45.10
32	4 inch		\$90.52	\$93.59
33	6 inch		\$120.97	\$125.08
34	8 inch		\$171.23	\$177.05
35	per thousand gallons		\$5.04	\$5.21

Sewer Service
FY 2023/2024

36	Description		Rate	Proposed 24/25
37	Outside City Limits - Minimum			
38	5/8 inch		\$12.56	\$12.99
39	1 inch		\$15.27	\$15.79
40	1-1/2 inch		\$30.56	delete
41	2 inch		\$40.36	\$41.74
42	3 inch		\$65.42	\$67.64
43	4 inch		\$136.32	\$140.95
44	6 inch		\$182.11	\$188.31
45	8 inch		\$257.36	\$266.11
46	per thousand gallons		\$6.76	\$6.99
47	Inside City - Pressurized Sewer			
48	5/8 inch		\$9.85	\$10.19
49	1 inch		\$11.68	\$12.08
50	1-1/2 inch		\$22.77	delete
51	2 inch		\$30.13	\$31.16
52	3 inch		\$49.18	\$50.86
53	4 inch		\$102.06	\$105.53
54	6 inch		\$136.38	\$141.01
55	8 inch		\$193.05	\$199.61
56	per thousand gallons		\$5.69	\$5.89
57	Outside City Pressurized Sewer			
58	5/8 inch		\$14.17	\$14.65
59	1 inch		\$17.23	\$17.81
60	1-1/2 inch		\$34.45	delete
61	2 inch		\$45.50	\$47.05
62	3 inch		\$73.75	\$76.25
63	4 inch		\$153.70	\$158.93
64	6 inch		\$205.34	\$212.32
65	8 inch		\$290.16	\$300.03
66	per thousand gallons		\$7.63	\$7.89
67				
68				
69				
70				

Solid Waste
FY 2023/2024

1	Description			Fee		Proposed FY 24/25
2	Deposit					
3	Industrial and Large Commercial			2X est use		
4	Small Commercial			\$102.00		
5	Residential			\$41.00		
6						
7	Roll Out Cart(s)					
8	Commercial - once a week pick up per cart			\$33.00		\$34.00
9	Residential - once a week pick up 1st cart and curbside			\$25.00		\$26.00
10	Residential - once a week pick up - each additional cart			\$13.00		\$13.50
11						
12						
13	Dumpster(s)					
14	Lock Fee All Container Sizes			\$12.00		
15						
16	Volume	Collection				
17	2 Cu Yd Container	1X week		\$116.00		\$120.00
18		2X week		\$181.00		\$187.00
19		3X week		\$233.00		\$241.00
20		4X week		\$305.00		\$315.00
21		5X week		\$380.00		\$393.00
22	Extra Pick Up			\$46.00		\$48.00
23	4 Cu Yd Container	1X week		\$146.00		\$151.00
24		2X week		\$225.00		\$233.00
25		3X week		\$316.00		\$326.00
26		4X week		\$385.00		\$398.00
27		5X week		\$462.00		\$478.00
28	Extra Pick Up			\$58.00		\$60.00
29	6 Cu Yd Container	1X week		\$175.00		\$181.00
30		2X week		\$280.00		\$290.00
31		3X week		\$380.00		\$393.00
32		4X week		\$462.00		\$478.00
33		5X week		\$555.00		\$574.00
34	Extra Pick Up			\$78.00		\$81.00
35						

Solid Waste
FY 2023/2024

						Proposed 24/25
36	8 cu Yd Container	1X week			\$202.00	\$209.00
37		2X week			\$316.00	\$327.00
38		3X week			\$422.00	\$436.00
39		4X week			\$532.00	\$550.00
40		5X week			\$677.00	\$700.00
41	Extra Pick Up				\$111.00	\$115.00
42						
44	Shared Dumpster(s)					
45	<i>Assembly - Resturants, Fast Food, Theaters</i>					
46	Large				\$278.00	\$287.00
47	Medium				\$198.00	\$206.00
48	Small				\$160.00	\$165.00
49	<i>Business - Law Office, Insurance Office</i>					
50	Large				\$119.00	\$123.00
51	Medium				\$42.00	\$43.50
52	Small				\$33.00	\$34.00
53	<i>Mercantile - Retail Stores</i>					
54	Large				\$167.00	\$173.00
55	Medium				\$119.00	\$123.00
56	Small				\$42.00	\$43.00
57						
58	Min Shared Dumpster				\$42.00	\$43.00
59						
60	Surcharge to be collected - bill not paid by certain time				5%	
61						
62	Curbside Pick Up					
63	Commercial					
64	Knuckle Boom - Full Load				\$228.00	\$236.00
65	Knuckle Boom - Less than Full Load				\$114.00	\$118.00
66	Trash Train				\$46.00	
67	Residential					
68	Change of Occupancy				\$125.00	\$129.00
69	Trash Train				25.00 a day or dump	
70	Bulk Items				11.00 a pick up	\$12.00

Special Event
FY 2023/2024

1	Description	Fee		Proposed FY 24/25
2				No Changes
3	Application	Free		
4				
5	Fire Extinguisher Usage	\$250.00 Refundable Deposit/if no usage		
6	Fire Department Employees	\$30.00 per hour/per person		
7	Parks & Recreation Employees	\$25.00 per hour/per person		
8	Police Department Employees	\$30.00 per hour/per person		
9	**Public Works Employees	\$31.00 per hour per person		
10				
11				
12	**CPW equipment or vehicle usage will be charged per current State rate(s)			
13				
14				
15	Per November 16, 2021 Finance and Administrative Committee meeting minutes approved at the Board of Mayor and Alderman meeting on December 14, 2021 the following applies to the Special Event fees : Third Party Sponsored - 100% no waiver; City and Third Party Mixed-Sponsored - waive all fees with approval from the Board; Nonprofit Third Party Sponsored - 50% fees waived.			
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

Water Service
FY 2023/2024

1	Description			Fee			Pro 24/25
2							
3	Deposits						
4	Industrial & Large Commercial			2X est use			
5	Small Commercial			\$100.00			
6	Residential			\$80.00			
7	Tap Fees Inside & Outside City Limits						
8	5/8 - 1" Inside City Limits						\$600.00
9	5/8 - 1" Outside City Limits			\$1,000.00			
10	Over 1"			cost plus 10%			
11	Secondary Meter (Lawn Meter)			\$1,000.00			\$600.00
12							
13	Surcharge to be collected - bill not paid by certain time			5%			
14							
15	Permit Fee			\$10.00			
16	Inspection Fee			\$10.00			
17	Outlet Fee - per outlet			\$7.50			
18	Backflow Protective Devices Initial inspection			\$55.00			
19	Backflow Protective Devices Annual inspection			Owner responsible for this inspection			
20	Fire Hydrant			actual cost + 10%			
21	Fire Hydrant Water Meter Deposit			\$500.00			
22	Minimum bill - 3" meter			\$205.67			
23	Testing LAB			\$10.00 per test			\$10.50
24	Secondary meter turned off - service charge to turn on			\$25.00			
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							

Water Service
FY 2023/2024

35							
36	Description				Rate		Pro 24/25
37	Inside City Limits - Minimum per Meter Size						
38	5/8 inch				\$10.44		\$10.80
39	1 inch				\$29.39		\$30.39
40	1-1/2 inch				\$55.97		delete
41	2 inch				\$90.59		\$93.67
42	3 inch				\$149.04		\$154.11
43	4 inch				\$186.31		\$192.65
44	6 inch				\$266.12		\$275.16
45	8 inch				\$532.20		\$550.29
46	per thousand gallons						
47	First 2,000				\$5.24		\$5.42
48	Next 8,000				\$3.56		\$3.68
49	Next 40,000				\$3.37		\$3.48
50	Next 50,000				\$2.80		\$2.89
51	Next 100,000				\$2.68		\$2.77
52							
53	Outside City Limits - Minimum per meter size						
54	5/8 inch				\$15.73		\$16.27
55	1 inch				\$39.95		\$41.30
56	1-1/2 inch				\$79.90		delete
57	2 inch				\$133.10		\$137.63
58	3 inch				\$212.93		\$220.17
59	4 inch				\$266.12		\$275.16
60	6 inch				\$399.19		\$412.77
61	8 inch				\$798.31		\$825.45
62	per thousand gallons						
63	First 3,000				\$5.24		\$5.42
64	Next 7,000				\$4.54		\$4.69
65	Next 10,000				\$4.17		\$4.31
66	Next 20,000				\$2.97		\$3.07
67							
68							
69							



Covington Parks and Recreation

Special Events

790 Bert Johnston Avenue

Covington, TN 38019

Invoice

BILL TO:

Carl Perkins Center - Pulling for Prevention

707 S Main Street

Covington, TN

38019

INVOICE #

202452

DATE

5.17.24

INVOICE DUE DATE

7.24.24

DESCRIPTION	GL Number	MR Number	QUANTITY	Total Hours	PRICE	AMOUNT
Covington Police Department	110-42100-111	601	4	4	\$30.00	\$480.00
Covington Fire Department	110-42200-111	599	2	4	\$30.00	\$240.00
Fire Extinguisher Usage		604	1	N/A	\$250.00	\$250.00
Covington Public Works	110-43120-111	602	0	0	\$31.00	\$000.00
Public Works Vehicle @Current state rate			0	0	\$.00	\$000.00
Covington Parks and Recreation	110-44450-111	600	2	4	\$25.00	\$200.00
Race Timing System			0	N/A	\$750.00	\$000.00

**** Payment in full is due ten (10) days prior to the event date listed above.**

DESCRIPTION	MR Number	Gross Total	15% of Gross
Gate Fee	604		
Concession Fee	604		

**** Payment in full is due ten (10) days after the event date listed above for gate and concession fees.**

*** If you would like to request a waiver of the above fees from the board of Mayor and Aldermen at the next Finance and Administration Committee meeting , you need to notify Parks and Recreation Director Molly Glass at 901.504.8982 by May 20, 2024 at noon.**

**TOTAL:
\$1,170.00**



Covington Parks and Recreation

Special Events

790 Bert Johnston Avenue

Covington, TN 38019

Invoice

BILL TO:

First Baptist Church - Fireworks Celebration

2105 Hwy 59S

Covington, TN

38019

INVOICE #

202451

DATE

5.17.24

INVOICE DUE DATE

6.24.24

DESCRIPTION	GL Number	MR Number	QUANTITY	Total Hours	PRICE	AMOUNT
Covington Police Department	110-42100-111	601	4	4	\$30.00	\$240.00
Covington Fire Department	110-42200-111	599	0	0	\$30.00	\$000.00
Fire Extinguisher Usage		604	0	N/A	\$250.00	\$000.00
Covington Public Works	110-43120-111	602	0	0	\$31.00	\$000.00
Public Works Vehicle @Current state rate			0	0	\$.00	\$000.00
Covington Parks and Recreation	110-44450-111	600	0	0	\$25.00	\$000.00
Race Timing System			0	N/A	\$750.00	\$000.00

**** Payment in full is due ten (10) days prior to the event date listed above.**

DESCRIPTION	MR Number	Gross Total	15% of Gross
Gate Fee	604		
Concession Fee	604		

**** Payment in full is due ten (10) days after the event date listed above for gate and concession fees.**

*** If you would like to request a waiver of the above fees from the board of Mayor and Aldermen at the next Finance and Administration Committee meeting , you need to notify Parks and Recreation Director Molly Glass at 901.504.8982 by May 20, 2024 at noon.**

**TOTAL:
\$240.00**