

# FYI

**Audra Gutierrez**

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**From:** Audra Gutierrez  
**Sent:** Friday, January 17, 2014 1:42 PM  
**To:** Ronnie Johnston; Keith Dalton; Ocie Franklin; Janet Goodman; Chris Smith; Mike Whatley; Hawnethia Williams  
**Subject:** Emailing: ethics\_instructions\_20140117.pdf  
**Attachments:** ethics\_instructions\_20140117.pdf  
**Importance:** High

**Good afternoon:**

**Please see the information below and the attached information:**

## **Ethics Filing Legislation**

Due to a technical defect in the ethics legislation that was passed last session, all local officials, regardless of how much money they raise or spend, are required to file a January 31, 2014 campaign contribution disclosure report with their city clerk. The city clerk must transmit the form to the Ethics Commission by March 9, 2104. GMA encourages city officials to review the attached **detailed instructions** on filing out the forms.

Thanks,  
Audra



## Campaign Contribution Disclosure Report Instructions

The 2014 ethics law became effective on January 1, 2014, however, due to a technical defect in the legislation, all city officials and candidates must file a January 31, 2014 campaign contribution disclosure report with the city clerk. The first reporting deadline is February 7, so the CCDR must be remitted to the city clerk prior to that date. The report covers the period from January 1 – January 31, 2014.

The campaign contribution disclosure report is available on the Ethics Commission website at [www.ethics.ga.gov](http://www.ethics.ga.gov). Click on "Filer Info" then "Forms" then select form #9 "Campaign Contribution Disclosure Report."

The elected official should print the form, fill it out and remit it to the city clerk. In field #2 where the form requests a "Filer ID," the official should write "N/A" if the official does not have a Filer ID number or does not know the Filer ID number.

The city clerk should date stamp the form in the box on the right corner of the first page of the form upon receipt. If the clerk has a qualifying officer ID, insert the clerk's qualifying officer ID in the box on the right corner of the first page of the form. If the clerk does not have a qualifying officer ID or does not know the qualifying officer ID, write "N/A" in the field.

The city clerk will retain the report pursuant to the city's record retention schedule and must fax the report to the Ethics Commission. The fax number is: 1-866-914-7974. The form must be faxed to the Commission no later than March 9, 2014. For detailed instructions on how to fax the form to the Commission, please review the information in the following link: <http://ethics.ga.gov/wp-content/uploads/2013/12/efax.pdf>

If the city clerk has not received the required disclosure from a candidate or an elected official by the close of the reporting period, the clerk must send a letter to the non-filer by certified or registered mail notifying the official of the failure to remit the required form. The letter must inform the non-filer that the report has not been filed and \$125 late fee will be imposed for each outstanding report. The letter must also inform the non-filer that if the report is not filed within 15 days of the disclosure due date, an additional \$250 late fee will be imposed and if it is not filed within 45 days of the due date, an additional \$1,000 late fee will be imposed. A sample letter is below.

GMA is anxious to have this technical defect corrected to allow elected officials to be exempt from filing future Campaign Contribution Disclosure Reports. We encourage you to contact your Senator and Representative and ask for their support for Senate Bill \_\_\_\_\_. This bill will resolve the technical defect in the ethics filing legislation and provide a filing exemption for officials who do not raise or spend more than \$2,500.



Please contact Marcia Rubensohn at (678) 686-6248 or [mrubensohn@gmanet.com](mailto:mrubensohn@gmanet.com) if you have any questions.

### Sample Ethics Late Fee Notification Letter

Dear \_\_\_\_\_,

Georgia law requires that candidates for municipal elected office and municipal elected officials file financial disclosure statements with their city clerk, and if there is not a city clerk, with the chief executive officer of the municipality. As a candidate or elected official, you were required by state law to file a financial disclosure statement with my office by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. **I am required by state law to send you this letter to inform you of your current failure to file the required financial or campaign disclosure statement by the above listed date.**

Due to your status as a non-filer, Georgia law mandates that a late fee of \$125.00 must be imposed by my office for each financial/campaign disclosure statement that is outstanding. This late fee is not negotiable by my office and is mandated by state law for all delinquent filers. It is vital that your outstanding financial/campaign disclosure statement(s) be filed with my office immediately to prevent any future fines and penalties.

Should you fail to file your outstanding report within 15 days of the disclosure report due date, an additional \$250.00 late fee will be imposed. This additional fee will be imposed if your report is not filed by close of business on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Additionally, if you should fail to file your outstanding report within 45 days of the disclosure report due date, an additional \$1,000.00 late fee will be imposed. This additional late fee will be imposed if your report is not filed by close of business on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Please remit your outstanding financial disclosure statements immediately to prevent any additional fines and penalties.

Sincerely,

\_\_\_\_\_  
Name:  
City Clerk  
City of \_\_\_\_\_

\*For more information please visit [www.ethics.ga.gov](http://www.ethics.ga.gov)

**REGULAR MEETING, MAYOR AND COUNCIL, CITY OF COVINGTON,  
GEORGIA, CITY HALL, JANUARY 6, 2014, 6:30 PM.**

Mayor Ronnie Johnston presided with Mayor Pro-Tem Michael Whatley, Council members: Janet A. Goodman, Hawneitha Williams, Chris Smith, Ocie Franklin, and Keith Dalton, City Manager Leigh Anne Knight, Deputy City Manager Billy Bouchillon, City Clerk Audra M. Gutierrez, City Attorney E. A. Crudup, Jr., and Associate City Attorney Frank Turner, Jr. present.

Macedonia Baptist Church's Associate Pastor Cynthia Moss opened the meeting with prayer.

Mayor Johnston led everyone in the Pledge of Allegiance.

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1. Motion made by Council member Goodman, seconded by Council member Franklin to approve the minutes from the Regular Council Meeting held on December 16, 2013.

Motion carried unanimously.

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2. Motion made by Council member Franklin, seconded by Council member Goodman to approve the final reading of an ordinance for the City of Covington:

"AN ORDINANCE OF THE CITY OF COVINGTON, GEORGIA, TO AMEND THE COVINGTON MUNICIPAL CODE, ENACTED AND ADOPTED ON THE 16<sup>TH</sup> DAY OF OCTOBER, 2001, AS AMENDED BY PREVIOUS AMENDMENTS, TO ALTER CERTAIN PROVISION OF TITLE 2 OF THE SAID CODE OF ORDINANCES FOR THE PURPOSE OF AMENDING SECTION 2.56.010 (DEFINITIONS) OF CHAPTER 5.56 (AIRPORT) THEREOF, TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES."

Motion carried unanimously.

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3. Motion made by Council member Smith, seconded by Council member Dalton to amend the agenda to add, "Enter into Executive Session for the purpose of discussing land acquisition."

Motion carried unanimously.

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4. Motion made by Council member Whatley, seconded by Council member Dalton to amend the agenda to add, "Discussion of bids to purchase a pickup truck for the Street Department."

Motion carried unanimously.

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5. Motion made by Council member Dalton, seconded by Council member Goodman to remove item # 8 as it will be discussed during item # 9.

Motion carried unanimously.

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6. Motion made by Council member Dalton, seconded by Council member Whatley to approve the low bid from Blount Construction in the amount of \$384,978.06, for the Wheat Street 3 Lane Reconstruction Project.

<u>Bidder</u>	<u>2 Lane Bid</u>	<u>3 Lane Bid</u>
Shepco Paving	\$423,906.20	\$528,615.30
Stewart Brothers	\$401,521.77	\$494,909.45
Pittman Construction	\$330,872.00	\$403,163.59
Summit Const. & Development	\$343,239.25	\$415,135.50
MHB Paving	\$409,921.40	\$495,886.08
Blount Construction	\$338,177.86	\$384,978.06
Johnson Landscape	\$379,230.37	\$460,795.50

Motion carried unanimously.

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7. Motion made by Council member Goodman, seconded by Council member Franklin to approve an amendment to the Tree Service Agreement at the Covington Municipal Airport.

Motion carried unanimously.

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8. Motion made by Council member Whatley, seconded by Council member Goodman to approve a new airport hangar lease contracts contingent upon:

- a) *All new ground lease contracts will be drafted by or at the direction of the City Attorney.*
- b) *Contract term lengths shall not exceed terms in excess of what is permissible per local, state, or federal laws. (Existing contracts between tenants and the former FBO are for ten (10) years.)*
- c) *Where\if warranted contracts shall provide for rate increases at one or more intervals over the life of the contract. The City Attorney in conjunction with the City Manager and airport staff will work together to determine and draft associated and relevant rate increase language.*
- d) *All new contracts shall be between the City of Covington and airport ground lease tenants.*
- e) *It is requested that contracts provide for an annual 10% discount where the tenant pays his or her annual rental charges in "one" advanced, annual payment.*
- f) *To further expedite contract renewals, the Mayor or the City Manager should be authorized to sign\execute all renewal contracts as drafted or approved by the City Attorney.*

Motion carried unanimously.

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9. Motion made by Council member Whatley, seconded by Council member Dalton to approve placing 100% of the City's portion of the off-system energy sales margins into the Flexible Operating Account, Intermediate Extended Maturity Portfolio.

Motion carried unanimously.

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10. Motion made by Council member Whatley, seconded by Council member Dalton to approve placing \$214,884.00 per month into the Flexible Operating Account, Intermediate Extended Maturity Portfolio beginning January 2014.

Motion carried unanimously.

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11. Motion made by Council member Dalton, seconded by Council member Whatley to approve the first reading of an ordinance for the City of Covington with the exception of not deleting sections 13.08.300 and 13.08.370 in paragraph 6:

"AN ORDINANCE OF THE CITY OF COVINGTON, GEORGIA, TO AMEND THE COVINGTON MUNICIPAL CODE, ENACTED AND ADOPTED ON THE 16<sup>TH</sup> DAY OF OCTOBER 2001, AS AMENDED BY PREVIOUS AMENDMENTS, TO AMEND CERTAIN PROVISIONS OF ARTICLE 3 (SCHEDULES) OF CHAPTER 13.08 (ELECTRIC SYSTEM) OF THE SAID CODE OF ORDINANCES, TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES."

Motion carried unanimously.

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12. Motion made by Council member Dalton, seconded by Council member Smith to approve an invoice payable to Pension Financial Services in the amount of \$46,775.00, in connection with the City's Defined Benefit Plan.

Motion carried unanimously.

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13. Motion made by Council member Smith, seconded by Council member Dalton to approve the City's Miscellaneous Appointments for 2014:

E. A. Crudup, Jr. as City Attorney  
Frank Turner, Jr. as Associate City Attorney  
Emory Newton Medical Associates as City Physicians  
Steven Hathorn as the Municipal Court Judge  
Ben Hendricks as the Alternate Municipal Court Judge

Motion carried unanimously.

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14. Motion made by Council member Dalton, seconded by Council member Whatley to table the discussion of the City's Travel Policy until a later date.

Council members Whatley, Smith, and Dalton voting for. Council members Goodman, Williams, and Franklin voting against. Motion carried with Mayor Johnston voting for, breaking 3-3 tie.

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15. Motion made by Council member Williams, seconded by Council member Dalton to approve the low bid from Covington Ford, Inc. in the amount of \$25,781.00, to purchase a bi-fuel pickup for the Street Department.

Covington Ford, Inc.	\$25,781.00
Ginn Chrysler Jeep Dodge, LLC	\$35,122.01
Ginn Motor Co.	\$35,424.94

Motion carried unanimously.

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The City Manager commented on:

- Moving REACH event to March 22<sup>nd</sup> or 29<sup>th</sup>
- Scheduling Council Retreat possibly in February
- Boards & Committee member recommendations for February 3<sup>rd</sup>.

Council member Dalton asked the Council to call him if they needed anything during the next few days of extreme cold weather.

Council member Smith asked for an update on the proposed restrooms downtown.

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16. Motion made by Council member Whatley, seconded by Council member Dalton to enter into Executive Session at 7:02 PM for the purpose of discussing land acquisition.

Motion carried unanimously.

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17. Motion made by Council member Whatley, seconded by Council member Dalton to enter back into Regular Session.

Motion carried unanimously.

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Being no further business meeting adjourned at 7:16 PM.

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Ronnie Johnston, Mayor

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Audra M. Gutierrez, City Clerk

Notice is hereby given that after the passage of five (5) days from the publication of this notice, there will come before the Mayor and Council of the City of Covington, Georgia, the passage of an ordinance entitled:

“AN ORDINANCE OF THE CITY OF COVINGTON, GEORGIA, TO AMEND THE COVINGTON MUNICIPAL CODE, ENACTED AND ADOPTED ON THE 16<sup>TH</sup> DAY OF OCTOBER 2001, AS AMENDED BY PREVIOUS AMENDMENTS, TO AMEND CERTAIN PROVISIONS OF ARTICLE 3 (SCHEDULES) OF CHAPTER 13.08 (ELECTRIC SYSTEM) OF THE SAID CODE OF ORDINANCES, TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES.”

A copy of said proposed ordinance is posted on the bulletin board at the City Hall, 2194 Emory Street, Covington, Georgia.

This 7<sup>th</sup> day of January, 2014.

THE CITY OF COVINGTON  
Audra M. Gutierrez  
City Clerk



BE IT ORDAINED by the Mayor and Council of the City of Covington in Council duly assembled, and it is hereby ordained by the authority of same that Article 3 (Schedules) of Chapter 13.08 (Electric System) of Title 13 (Public Services) of the Covington Municipal Code is hereby amended in the following particulars:

1.

Section 13.08.260 Time of use option (Schedule TOU-4) is deleted in its entirety, and said section number shall be designated "Reserved" in future publications of the Covington Municipal Code pending further action by the City Council.

2.

Section 13.08.270 Residential Service (Schedule "R500", 120/240 volts, single phase) is deleted in its entirety, and the following is substituted in lieu thereof:

**"Section 13.08.270 Residential Service**

**APPLICABILITY:**

To domestic use throughout the City's service area from lines of adequate capacity.

**TYPE OF SERVICE:**

Power will be supplied under this rate to a separately metered family dwelling unit at 115/230 volts, single phase, 60 hertz. Three-phase service may be furnished, where available

**MONTHLY RATE:**

**SUMMER - May through October Usage**

Base Charge .....	\$10.00
First 600 kWh .....	@ 8.6¢ per kWh
Next 400 kWh .....	@ 11.0¢ per kWh
Over 1,000 kWh .....	@ 11.8¢ per kWh

NON-SUMMER - November through April Usage		
Base Charge .....		\$10.00
First 600 kWh .....	@	8.6¢ per kWh
Next 400 kWh .....	@	8.2¢ per kWh
Over 1,000 kWh .....	@	7.8¢ per kWh
Minimum Monthly Bill: \$10.00		

**ENVIRONMENTAL COMPLIANCE COST RECOVERY (ECCR):**

The amount calculated at the above rate shall be subject to increase under the provisions of the effective Environmental Compliance Cost Recovery rider, as provided in Section 13.08.380(A) of this chapter.

**PURCHASED POWER ADJUSTMENT:**

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Clause; Schedule "PCA", as provided in Section 13.08.380(B) of this chapter."

3.

Section 13.08.280 General Service (Schedule "GS-500", 120/240 (120/208) volts, single-phase) is deleted in its entirety, and the following is substituted in lieu thereof:

**"Section 13.08.280 Commercial Non-demand Service**

**APPLICABILITY:**

To non-residential customers where the average monthly energy consumption is less than 3,000 kilowatthours per month. The City will annually review each applicable customer's usage history. Where the average monthly kilowatthour usage is greater than 3,000 the customer will be transferred to the Commercial Demand tariff.

A high load factor customer using an average of no less than 1,000 kWh per month and served under this rate schedule may petition the city to be classified to the Commercial Demand tariff. At the sole discretion of the city, a demand meter will be installed and such customer reclassified for a minimum period of not less than 12 months.

**TYPE OF SERVICE:**

Single or three-phase, sixty (60) hertz, at a standard voltage.

SUMMER - May through October Usage  
Base Charge ..... \$16.00  
All kWh ..... @ 16.0¢ per kWh

NON-SUMMER - November through April Usage  
Base Charge ..... \$16.00  
All kWh ..... @ 14.0¢ per kWh  
Minimum Monthly Bill: \$16.00

**ENVIRONMENTAL COMPLIANCE COST RECOVERY (ECCR):**

The amount calculated at the above rate shall be subject to increase under the provisions of the effective Environmental Compliance Cost Recovery rider, as provided in Section 13.08.380(A) of this chapter.

**PURCHASED POWER ADJUSTMENT:**

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Clause; Schedule "PCA", as provided in Section 13.08.380(B) of this chapter."

4.

By adding, as Section 13.08.285 Commercial Demand Service thereto, the following:

**"13.08.285 Commercial Demand Service**

**APPLICABILITY:**

This rate is applicable to commercial, industrial, governmental and all other non-residential usage which does not qualify for any other standard rate and where the annual maximum monthly energy consumption exceeds 3,000 kilowatthours. This rate may also apply to temporary construction or seasonal service. Resale of energy purchased under this tariff is not permitted without the express written consent of the city.

**TYPE OF SERVICE:**

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Base Charge ..... \$25.00

Energy Charge:

All consumption (kWh) not greater than  
200 hours times the billing demand:

First 3,000 kWh .....	@	16.0¢ per kWh
Next 7,000 kWh .....	@	14.6¢ per kWh
Next 40,000 kWh .....	@	13.2¢ per kWh
Over 50,000 kWh .....	@	10.6¢ per kWh

All consumption (KWh) in excess of 200 hours  
and not greater than 400 hours times the  
billing demand ..... @ 4.8¢ per kWh

All consumption (kWh) in excess of 400 hours  
times the billing demand ..... @ 4.2¢ per kWh

MINIMUM MONTHLY BILL:

\$25.00 plus \$10.00 per kW of billing demand.

ENVIRONMENTAL COMPLIANCE COST RECOVERY (ECCR):

The amount calculated at the above rate shall be subject to increase under the provisions of the effective Environmental Compliance Cost Recovery rider, as provided in Section 13.08.380(A) of this chapter.

PURCHASED POWER ADJUSTMENT:

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Power cost Adjustment Clause; Schedule "PCA", as provided in Section 13.08.380(B) of this chapter.

DETERMINATION OF BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months. For the usage months of June through September, the Billing Demand shall be the highest of:

- (1) The current actual demand, or,
- (2) Ninety-five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September), or,
- (3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the usage months of October through May, the Billing Demand shall be the greater of:

- (1) Ninety-five percent (95%) of the highest previous summer month (June through September), or,
- (2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

In no case shall the Billing Demand be less than the highest of:

- (1) The contract minimum demand;
- (2) Fifty percent (50%) of the total contract capacity; or,
- (3) 5 kW.

#### EXCESS REACTIVE DEMAND PENALTY:

Where there is an indication of power factor less than 90 percent (90%) lagging, metering equipment may be installed to measure reactive demand. The reactive demand shall be defined as the highest 30-minute kVar measured during the month. Excess reactive demand shall be the reactive demand which is in excess of one-half of the maximum measured kW in the current month. Such excess kVar shall be billed at the rate of \$0.50 per kVar.”

#### 5.

Section 13.08.290 Industrial Service (Schedule “SI-399”) is deleted in its entirety, and the following is substituted in lieu thereof:

**“Section 13.08.290 Industrial Service**

**AVAILABILITY:**

Available in all areas served by the city and subject to its service rules and regulations.

**APPLICABILITY:**

- A. An Industrial customer is defined as any customer:
1. Manufacturing a finished product;
  2. Involved in the extraction, fabrication or processing of a raw material;
  3. Transporting or preserving a raw material or finished product; or,
  4. Other legitimate power requirements in the operation of an industrial plant.

Incidental office or lighting consumption may be included where the primary purpose of the business is industrial in nature as defined above.

Service under this tariff may not be resold or used in the operation of a related commercial enterprise.

- B. The maximum monthly measured demand must be in excess of 250 kilowatts.

**TYPE OF SERVICE:**

Three phase, 60 hertz, at a standard voltage.

**MONTHLY RATE:**

Base Charge .....	\$200.00
Generation Demand Charge .....	@ \$5.50 per kW of GBD
Transmission Demand Charge .....	@ \$2.50 per kW of TBD

**Energy Charge:**

All consumption (KWh) not greater than 200 hours times the billing demand:

First 50,000 kWh .....	@	6.2¢ per kWh
Next 150,000 kWh .....	@	5.8¢ per kWh
Over 200,000 kWh .....	@	5.4¢ per kWh

All consumption (kWh) in excess of  
200 hours and not greater than 400 hours  
times the billing demand ..... @ 4.8¢ per kWh

All consumption (kWh) in excess of  
400 hours and not greater than 600 hours  
times the billing demand ..... @ 4.2¢ per kWh

All consumption (kWh) in excess of  
600 hours times the billing demand ..... @ 4.0¢ per kWh

Minimum Monthly Bill: \$200.00 plus \$10.00 per kW of Generation Billing Demand

**ENVIRONMENTAL COMPLIANCE COST RECOVERY (ECCR):**

The amount calculated at the above rate shall be subject to increase under the provisions of the effective Environmental Compliance Cost Recovery rider, as provided in Section 13.08.380(A) of this chapter.

**PURCHASED POWER ADJUSTMENT:**

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Clause; Schedule "PCA", as provided in Section 13.08.380(B) of this chapter.

**DETERMINATION OF GENERATION BILLING DEMAND:**

The Generation Billing Demand (GBD) shall be the highest of:

- (1) The current monthly metered demand (June through September only); or,
- (2) Ninety-five percent (95%) of the highest monthly metered demand occurring in any preceding summer month (June through September); or,
- (3) Sixty percent (60%) of the highest monthly metered demand occurring in any preceding non-summer month (October through May).

**DETERMINATION OF TRANSMISSION BILLING DEMAND:**

The Transmission Billing Demand (TBD) shall be the current monthly metered demand.

EXCESS REACTIVE DEMAND PENALTY:

Where there is an indication of power factor less than 90 percent (90%) lagging, metering equipment may be installed to measure reactive demand. The reactive demand shall be defined as the highest 30-minute kVar measured during the month. Excess reactive demand shall be the reactive demand which is in excess of one-half of the maximum measured kW in the current month. Such excess kVar shall be billed at the rate of \$0.50 per kVar."

6.

The following sections are deleted in their entirety and their respective section numbers shall be designated "Reserved" in future publications of the Covington Municipal Code pending further action of the City Council:

Section 13.08.310 - Large industrial service (Schedule "HP-1");

Section 13.08.330 - Wholesale services to municipalities for redistribution and resale (Schedule "WR-4"); and

Section 13.08.340 - Large industrial service (Schedule "HP-2").

7.

Section 13.08.360, Security lighting service contracts, is deleted in its entirety and the following is substituted in lieu thereof:

**"Section 13.08.360 Security lighting service**

**AVAILABILITY:**

To property owners and tenants in the proximity of low voltage distribution lines of the city. Service may be used to illuminate public thoroughfares and/or private outdoor areas, including, but not limited to, roadways, parking lots and yards.

**APPLICABILITY:**

To unmetered dusk-to-dawn electric service provided by mercury vapor, high pressure sodium vapor or metal halide luminaries supported by short brackets and mounted on either city supplied poles or poles owned by the customer which conform to the city's specifications. New lighting service installations, including special poles, shall



require an initial charge or an additional monthly charge to be paid by the customer.

MONTHLY RATE PER FIXTURE:

<u>FIXTURE TYPE</u>	<u>LAMP WATTAGE</u>	<u>MONTHLY RATE</u>
LED	60	\$10.65
High Pressure Sodium Vapor	100	10.00
High Pressure Sodium Vapor	150	12.50
Mercury Vapor	175	10.00
High Pressure Sodium Vapor	250	18.00
Mercury Vapor	400	24.00
High Pressure Sodium Vapor	400	24.00
Metal Halide Flood	400	24.00
High Pressure Sodium Vapor	1,000	42.00
Metal Halide Flood	1,000	42.00

High pressure 150 watt sodium vapor colonial style decorative fixture mounted on a black fiberglass pole supplied through underground wiring 16.50

SPECIAL PROVISIONS:

1. The pole, luminary, bracket and control equipment shall be installed, owned, operated and maintained exclusively by the city. Rates for setting poles to install security lighting shall be:

For each 30-foot (25-foot mounting height) pole	\$3.50
For each 40-foot (34-foot mounting height) pole	4.50

2. The customer must provide adequate pathways and workspace for ingress and egress to customer's premises for the purposes of installing and maintaining the lighting facilities.
3. In the event of vandalism or vehicular accident, the customer may be required to reimburse the city for any additional equipment replacement or maintenance work.
4. All lighting maintenance performed by the city will be accomplished as soon as it can be reasonably done following notification by the customer that service has been interrupted. However, such maintenance will be performed only

during the city's regular working hours.

5. The contract period shall be no less than twelve (12) months. Residential contracts will be billed monthly according to the rates per fixture set forth above. Commercial contracts requiring new construction, including pole setting and wiring, will be billed in advance for the next succeeding twelve month period. However, commercial contracts for lighting service where such service had previously been provided will be billed on a monthly basis.
6. A footage rate may apply in existing developments or where wiring must be installed elsewhere than in trenches which were dug to install electric distribution liner. Any costs associated with rock trenching or removal and any costs of repairing existing privately owned facilities shall be owned by the customer.

**ENVIRONMENTAL COMPLIANCE COST RECOVERY (ECCR):**

Does not apply to this rate schedule.

**PURCHASED POWER ADJUSTMENT (PCA):**

Does not apply to this rate schedule.”

8.

By adding a new Section 13.08.380, Riders and adjustments, as follows:

**“Section 13.08.380 Riders and adjustments**

**A. ENVIRONMENTAL COMPLIANCE COST RECOVERY (ECCR):**

The monthly environmental compliance cost recovery adjustment in cents per kWh shall be added to all metered bills for service. The ECCR shall represent an amount no higher than that which may be calculated using the economic compliance cost reporting issued from time to time by the city's principal electricity supplier, MEAG Power. ECCR changes will normally occur annually with changes becoming effective with the first day of a new fiscal year (July 1).

Current monthly environmental compliance cost recovery adjustment rates in cents per kWh may be obtained from the city's Billing Department, Covington City Hall, 2194 Emory Street, N.W., Covington, Georgia.

B. POWER COST ADJUSTMENT RIDER (PCA):

This Power Cost Adjustment Rider (PCA) is applicable to each of the city's retail tariffs which contains reference to it. The PCA is used to make interim adjustments to monthly rates for service to reflect known and measurable changes in the city's total costs of providing wholesale electricity to its customers.

The city's total costs of providing wholesale electricity are defined herein to include power and energy purchased from its primary energy suppliers (MEAG Power and Southeastern Electric Power Administration).

PCA changes will normally be made annually, with changes becoming effective with the first day of a new fiscal year (July 1). However, the City reserves the right to make changes more frequently if unexpected wholesale energy cost levels are incurred.

Current power cost adjustment rates in cents per kWh may be obtained from the city's Billing Department, Covington City Hall, 2194 Emory Street, N.W., Covington, Georgia.

9.

That portion of Subsection B of Section 13.08.320, Large industrial customer contracts, through the ninth line thereof is deleted in its entirety, and the following is substituted in lieu thereof:

- "B. Anything contained in any other provision of this code to the contrary notwithstanding, including, but not limited to, Sections 13.04.080, 13.04.100, 13.04.110, 13.04.130, 13.08.010, 13.08.040 and 13.08.160, the city may from time to time enter into electric power contracts as may be negotiated by and between the city and electric customers qualifying for the industrial service rate contained in Section 13.08.290, provided any such contract is ratified and approved by the mayor and council of the city and incorporated into the minutes of a city council meeting, addressing those matters necessary or appropriate to secure an industrial customer's selection of the city as its supplier of electrical power, including, but not limited to, the following:"

10.

This ordinance shall be effective for all applicable electric service provided by the city

after March 1, 2014. All ordinances and parts of ordinances in conflict herewith shall be and the same are hereby repealed.

EXACTED AND ADOPTED this 3rd day of February, 2014.

CITY OF COVINGTON

By: \_\_\_\_\_  
RONNIE JOHNSTON, MAYOR

Attest: \_\_\_\_\_  
AUDRA M. GUTIERREZ, City Clerk

(CITY SEAL)

1/3/14

Please accept this correspondence as notice of appeal of the Historic preservation commission decision that the shutters currently installed at 1157 Marshall St. be removed.

Please inform me of the next step to resolve this issue.

Thanks

Bonnie Johnson	50%
<i>[Signature]</i>	Owner
Kellay Johnson	50%
	Owner

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City of Covington

4:50 PM

*[Signature]*

**CITY OF COVINGTON  
HISTORIC PRESERVATION COMMISSION  
PUBLIC HEARING MINUTES  
DECEMBER 4, 2013**

**MEMBERS PRESENT:**

Jennifer Long, Chair  
Judy Hooten, Vice Chair  
Dorothy Smith  
Josephine Brown  
Lisa Hanson  
Jonathan Paschal  
Rosie Crawford

**MEMBERS ABSENT:**

Don Floyd

**STAFF PRESENT:**

Scott Gaither, Senior Planner  
Serra Phillips, Main Street Coordinator

**1. OPENING REMARKS:**

Mrs. Jennifer Long called the meeting to order welcomed all in attendance. She stated all the members present and absent.

**2. DETERMINATION OF A QUORUM:**

A quorum was present with seven of the eight members in attendance.

**3. APPROVAL OF THE AGENDA:**

Mr. Jonathan Pascal made a motion to approve the agenda. Mrs. Judy Hooten seconded the motion and the motion passed unanimously.

**4. APPROVAL OF THE MINUTES :**

Mrs. Dorothy Smith made a motion to approve the minutes of the June 27, 2013 meeting. Mrs. Judy Hooten seconded the motion and the motion passed unanimously.

**5. NEW BUSINESS:**

**ITEM – 1**

**COA #15(2013)**

**A CERTIFICATE OF APPROPRIATENESS TO:**

- 1) DEMOLISH THE EXISTING HOUSE;**
- 2) CONSTRUCT A NEW HOUSE SIMILAR TO THAT OF THE COVINGTON COTTAGES 800b PLAN; AND**
- 3) PROPOSED EXTERIOR MATERIALS TO BE USED ARE HARDI-PLANK SIDING, 3-TAB ARCHITECTURAL SHINGLES AND ENERGY EFFICIENT WINDOWS.**

**LOCATION:**

2220 Lee Street  
Covington, GA 30014

**TAX PARCEL(S):**

C0270-00060-002-000

**OWNER:**

Marion Hammonds

**APPLICANT:**

Julius Webb

Family Community Housing Association, INC.

**STAFF PRESENTATION:**

Mrs. Long introduced the item and Mr. Scott Gaither presented the applicant's request and provided a brief history of the property. The property is within the Covington Historic District although it is not a contributing source within the district as it does not have any historical or cultural architectural features and there are many homes of similar age and style in the immediate area and overall district.

**APPLICANT'S PRESENTATION:**

Mr. Marion Hammonds introduced himself and explained he had spoken with Mr. Julius Webb in February of this year after being approached about performing repairs to his house. Upon further inspection Mr. Webb suggested it would cost nearly the same to repair and weatherize the house versus tearing down and rebuilding. Mr. Hammonds continued by saying he read an article in the Covington News where veterans were able to get assistance and thought it was something the Veteran's Affairs were offering and being a veteran he wanted to take advantage of it. After signing up for Mr. Webb's program and not hearing back from him for many months he became concerned as he heard Mr. Webb would need the deeds to his house and wasn't clear as to what would happen to his property when he passed away or if he defaulted on any payment. Mr. Hammonds does have a mortgage on the house with Newton Federal and went to speak with them and was cautioned the bank would need the payoff before the house was demolished and to not tear down the house but to take a second mortgage for weatherization and repairs. He stated he does not want to tear his house down and wants to stop the process with Mr. Webb.

Mr. Webb explained his non-profit company and what they do and how they do it and stated a DCA qualified inspector did inspect Mr. Webb's house and due to its condition it would be just as costly to repair the house as it would be to build a new one. The reason for this is the house would have to come into current building code standards since the money being used is federal funds and it has lead based paint and asbestos so those things would have to be removed and replaced. These grant programs would take advantage of Community Home Improvement Program (CHIP) through DCA as well as funds from the Federal Home Loan Bank of Atlanta and would be forgivable if the homeowner stays in the house for a given amount of time. Typically the Federal Home Loan Bank of Atlanta program will lend up to \$15,000 for repairs and weatherization and is forgiven after five years whereas the CHIP grant can go as high at \$100,000.00 but with the amount we are talking about for Mr. Hammonds program, nearly \$100,000.00, the term would probably be between 15 and 20 years before it is forgiven.

Mrs. Lisa Hanson stated she has a procedural question as the owner does not want the COA to be considered however Mr. Webb is the agent.

Mr. Webb stated this is the first time he has heard Mr. Hammonds does not want to move forward and coming before the HPC was the first step in the process. Should the request be granted Mr. Webb would then begin the application process with DCA and the Federal Home Loan Bank of Atlanta.

Mrs. Hanson asked should the application be withdrawn then since the owner does not want to move forward.

Mr. Gaither said the HPC can allow the item to be withdrawn from the agenda, approve the item as requested, approve with conditions, or deny the request.

Mrs. Hanson said she does not want to approve something the owner is not wanting.

Dialog was had among the HPC members, Mr. Hammonds and Mr. Webb regarding an apparent miscommunication between the two and it was encouraged that the two go and speak with Newton Federal Bank.

**STAFF RECOMMENDATION:**

Staff did not have the chance to give a recommendation as the owner requested to not proceed with the request as he was unsure of what he was agreeing to with the applicant.

**MOTION:**

Mrs. Lisa Hanson made a motion to allow the application be withdrawn from the agenda. Mrs. Rosie Crawford seconded the motion and the motion carried unanimously.

**ITEM – 2**

**COA #17(2013)**

**A CERTIFICATE OF APPROPRIATENESS TO RE-CREATE/RE-OPEN  
THE FORMER STORE FRONTS ALONG THE EAST ELEVATION  
FACING CHURCH STREET.**

**LOCATION:**

1107 Washington Street  
Covington, GA 30014

**TAX PARCEL(S):**

C0270-00170-001-000

**OWNER:**

Salem Properties, LLC  
P.O. Box 2356

**APPLICANT:**

Covington, GA 30015  
Charles Tuller  
P.O. Box 2356  
Covington, GA 30015

**STAFF PRESENTATION:**

Mrs. Long introduced the item and Mr. Scott Gaither presented the applicant's request and provided a brief history of the property stating Mr. Tuller was before the HPC in June this year for a COA for the front of this same building facing Washington Street. The University of Georgia classification of historic structures designated the property as being a contributing resource within the Historic District due to its architectural features and age.

**APPLICANT'S PRESENTATION:**

Mr. Tuller introduced himself and stated he was previously anticipating a single tenant however that has not come to fruition so they moved on to plan B which is to add up to three stores facing Church Street. As it happens to be now, there is a single tenant interested in the space for a restaurant and he has seen the plans before you and if he goes forward we would probably eliminate some of the doors along Church Street. Overall it would be very similar to the plan. The thought on the plan before you is to have stores along Church Street and it has to be very attractive looking from the square hence the awnings and the lights. We have found the further you get away from the square the harder it is to rent so it has to look very appealing from the square. He would like some flexibility should he lease the entire building to a single tenant. These storefronts would be taking it back to how it originally looked as those fronts were brick up sometime in the last 35-40 years.

Mr. Paschal stated he is not sorry that Mr. Tuller may have a single tenant for the building he was looking forward to being able to turn the corner at the square and looking down Church Street and seeing store fronts with nice retails.



Mr. Gaither stated according to the United States Secretary of Interior's Published Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings; standards for storefronts, "Creating a false historical appearance because the replacement storefront is based on insufficient historical, pictorial, and physical documentation. Introducing a new design that is incompatible in size, scale, material and color. And using inappropriately scaled signs and logos or other type of signs that obscure, damage, or destroy remaining character-defining features of the historic building is not recommended." The uniqueness of this case is this building once had these storefronts so we are keeping within these design standards by opening these back up. While the doors may not be there the, doors don't have to be in order to create a glass storefront.

Mr. Paschal stated this is similar to the front of the building where you don't know if there will be one tenant or multiple tenants and what we did for the previous COA with what should be done this time with respect to the awnings and doors approved administratively with Main Street and Planning Staff input and approval. This would streamline the process and keep Mr. Tuller from having to come back each time.

Mrs. Long asked will the windows be metal or aluminum framed.

Mr. Tuller stated they will come with metal framing but he may wrap them in a wood finish.

Mrs. Long asked if there is a standard for the type of window that goes in a store front in the downtown district regarding quality and materials.

Mr. Gaither passed around the United States Secretary of Interior's Published Standards regarding storefronts facing and stated the storefronts facing Washington Street are aluminum framing which is obviously not original to the building and while it would be historically accurate to have wood framed storefronts be we must understand aluminum is already established.

Mr. Tuller stated it is often seen that these frames are wrapped with wood.

Mr. Paschal asked what does Scoops have.

Mr. Tuller stated those are aluminum.

**STAFF RECOMMENDATION:**

Mr. Gaither stated staff recommends **APPROVAL** of the request to re-create/re-open the store fronts along the east elevation facing Church Street and the installation of downward facing, goose-neck lighting above the awnings as indicated on the proposed elevations submitted with the application.

Staff also requests the ability to administratively approve an awning material, design and placement when the applicant decides to install an awning(s).

**MOTION:**

Mr. Jonathan Paschal made a motion to accept staff's recommendation and to approve the applicant's request and to specifically include Main Street review in administrative approvals. This would ensure continuity from one decision to another.

Mrs. Long asked if the flexibility of the doors should be included into the motion.

Mr. Gaither stated the glass storefront would be established and staff would view a glass door as an accessory to the storefront and would take into consideration the flexibility should the owner choose not to have a door per a tenant request.

Mrs. Judy Hooten seconded the motion and the motion carried unanimously.

ITEM – 3  
COA #18(2013)

**A CERTIFICATE OF APPROPRIATENESS TO PLACE SHUTTERS  
ALONGSIDE THE WINDOWS FACING MONTICELLO STREET AND  
REYNOLDS STREET.**

LOCATION: 1149 Monticello Street  
Covington, GA 30014  
TAX PARCEL(S): C0270-00170-005-A00  
OWNER: William B. Dobbs II  
APPLICANT: Kelley Johnston  
4118 Monticello Street  
Covington, GA 30014

**STAFF PRESENTATION:**

Mrs. Long introduced the item and Mr. Scott Gaither presented the applicant's request and provided a brief history of the property and stated the shutters were installed prior to seeking a COA. The 1,540 square foot masonry building was constructed around 1876 and is unique to Covington due to its distinct Spanish Colonial and Italianate architectural influences. The University of Georgia classification of historic structures designated the property as being a contributing resource within the Historic District due to its architectural features and age. The building is a mixed use building in that the upstairs is used as a residential unit and the street level is commercial use in the form of a bakery. The applicant has painted the building as well as installed the shutters and the contrasting color of the shutters on the building grabs your attention and brightens the area and I think that may have been the intent.

**APPLICANT'S PRESENTATION:**

Mrs. Kelley Johnston stated she apologizes for installing the shutters without first checking and getting approval. It didn't happen for the Mystic and she check about colors and understood there are not guidelines on them and didn't think shutters would be an issue. She is open to suggestions on how the HPC wants them designed or change them. She was trying to come up with a way to make the building go from blah to wow and the shutter idea came to mind. It is an idea of a way to make the building come alive.

Mr. Ronnie Johnston stated he wants to clarify his relationship with Dr. Dobbs. They have leased the entire building from Dr. Dobbs including the upstairs apartment as well. Dr. Dobbs is a great man but does not sell anything nor take care of anything. We leased the entire building with the stipulation of the first right of refusal to buy the building should he decide to sell or upon his death. When Dr. Dobbs agreed to that we became very aggressive and did more than just paint and put shutters on the building. We replaced rotten wood around the crown molding and a few other things. It never even occurred to him that the shutters were an issue and maybe it should have since he is the Mayor but we were aggressively trying to make it look better as we have in other parts of the square. We will do what we need to do to comply.

Mr. Paschal stated it is incumbent upon the applicant because of who they are and the HPC to hold to the strictest standards to avoid any appearance of favoritism. Paint color is something the HPC cannot control so technically shutters could be painted on the building.

Mrs. Johnston said she had heard that if the shutters were working and time period correct they could have them on the building.

Mr. Paschal stated that commercial building was never intended to ever have shutter on it as that is its design.

Mrs. Johnston asked if the building never had shutter that it cannot have them.

Mr. Paschal stated that is not what we, the HPC, are saying that is what the adopted standards tell us.

Mrs. Long stated it also has a lot to do with the architectural style. Often times a building is not just one particular style but influenced by several different styles so we have to rely on the expertise of professionals who study architecture. Typically shutters are not found on either Italianate or Spanish Colonial styled buildings.

Mrs. Dorothy Smith asked who has the problem with the shutters.

Mr. Paschal stated the HPC has the problem because shutters on this building are historically inaccurate.

Mr. Johnston stated if he heard Mr. Paschal correctly shutters could be painted on the building and in his opinion that would be very tacky.

Mr. Paschal stated while he is not suggesting shutters be painted on the building the nuances of the law and code state that if a historic preservation ordinance and commission is created after 1986 one of the things that cannot be regulated or suggest a paint color. What we have done as a commission is to identify a list of colors that when someone asks us what they should paint their house or building we show them the array of colors that we recommend, but we cannot make them choose from that list.

Ms. Serra Phillips stated Main Street has the ability to enforce paint color. Main Street now is a membership and once Main Street starts enforcing membership purchasing then we can enforce colors for those that are members of Main Street. Should someone want to take advantage of a Main Street benefit then we can hold them to specific standards and color choice is one of them.

Mr. Paschal stated what Main Street is doing is raising standards for a specific district where the member agree with those standards.

Ms. Phillips stated from Main Street standpoint and after speaking with the neighboring businesses around the Johnston's building they are thrilled with the update and others are looking at updating their storefronts as well. Personally she agrees with the historic value of keeping it with whatever it was before and keeping that theme, her recommendation would to be if they would like install shutters allow the shutters if they were Spanish style shutters that match up with a Spanish Colonial style building. As long as they match the historic style of that building.

Mr. Paschal stated the City has a dynamic group of people trying to get downtown right and he appreciates that and especially the applicant as they are putting money into the buildings. If there would be a way for staff to find a way to recommend doing that with a different style shutters I would suspect the HPC could go along with that. Just don't want to lower a standard.

Mrs. Lisa Hanson stated she would support that as well and asked Mr. Gaither if he could find examples or information on shutter styles for that era and that type of architecture.

Mr. Gaither said he's not certain but imagine that shutters have been adapted to those styles for residential construction. Shutters were once a valuable feature primarily found on homes in hot climates to minimize the heat gain from the summer sun. The residents would close the shutters to block the sun and depending upon the window construction they could be opened yet the shutters closed to allow air to flow into the house and adjacent rooms. For houses I'm sure there are Italianate or Spanish Colonial shutters that could fit. You never want to use residential features on a non-residential structure and by following the United States Secretary of Interior's Published Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, introducing features to building exteriors for storefronts such as, but not limited to, coach lanterns, wood shakes, non-operable shutters, and small-paned windows if they cannot be documented historically is not recommended. If there was historical evidence that this building once had shutters staff would not have a problem giving a positive recommendation.

Mrs. Judy Hooten stated it is obvious the building never had shutters.

Mr. Gaither stated developing the staff recommendation was not easy as he wants to see the downtown revived and thrive however it is imperative that we stay within the adopted historical standards. The HPC is more than welcome to go against the staff recommendation.

**STAFF RECOMMENDATION:**

Mr. Gaither stated staff recommends denying the applicant's request to install shutters alongside the windows facing Monticello Street and Reynolds Street as there is no historical or pictorial evidence to support that shutters were once a part of this building.

**MOTION:**

After much deliberation and discussion Mr. Jonathan Paschal made a motion to **DENY** the applicant's request to install shutters on the building as there is no historical evidence to support that shutters were once a part of the building.

**6. REPORTS:**

Ms. Serra Phillips gave an update and showed pictures of the status of the buildings downtown and how many of them are in terrible shape with mortar failing and bricks crumbling and it is imperative that the Historic Preservation Commission, Main Street, the City, and others to be cognizant of the status of these buildings and begin discussions on how to repair and restore these building.

Mr. Gaither stated he would like to extend thanks for many years of service to Mrs. Judy Hooten and Mrs. Jennifer Long as their terms have expired and both asked not to be re-appointed. In addition there is a training opportunity in Athens scheduled for April 11 and 12.

**7. PUBLIC COMMENTS (NOT REGARDING ITEMS ON THE AGENDA):**

Mr. Jonathan Paschal ask he would like to amend the agenda to add an item to discuss changing the meeting time from 7:00 pm to 6:00 pm. All were in agreement and Chairman Long amended the agenda and Mr. Paschal made a motion to change the meeting time from 7:00 pm to 6:00 pm. Mrs. Dorothy Smith seconded the motion and the motion carried unanimously.

**8. ADJOURNMENT:**

Mrs. Judy Hooten made a motion to adjourn. Mr. Jonathan Paschal seconded the motion and the motion carried unanimously. The meeting ended at 9:10 p.m.

These minutes of the December 4, 2013 public hearing are approved.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recorder

\_\_\_\_\_  
Date

The City of Covington  
**HISTORIC PRESERVATION COMMISSION**  
CERTIFICATE OF APPROPRIATENESS  
STAFF REPORT  
DECEMBER 4, 2013

<b>CASE NUMBER:</b>	COA#18(2013)
<b>CURRENT ZONING:</b>	TCM (Town Center Mixed Use)
<b>LOCATION:</b>	1149 Monticello Street
<b>PARCEL NUMBER:</b>	C0260-00170-005-A00
<b>CODE SECTION</b>	.02 AC

**Property Owner:** William B. Dobbs II  
1116 Clark Street  
Covington, GA 30014

**Applicant:** Kelley Johnston  
4118 Monticello Street  
Covington, GA 30014

The Applicant is requesting permission to:

*Install shutters alongside the windows facing Monticello Street and Reynolds Street.*

*According to the Tax Assessor's database, the 1,540 sq.ft. masonry building was constructed in 1876. The building is unique to Covington and the overall historic district due to its distinct Spanish Colonial and Italianate architectural influences.*

**I. STAFF OBSERVATIONS:**

1. The existing property is listed as a contributing source within the Historic District Sections 16.52.140, and 150.  
*The University of Georgia classification of historic structures designated the property as being a contributing resource within the Covington Historic Preservation District due to its architectural features and age.*
2. Section 16.52.240 Approval of Alterations in Historic Properties or Districts.  
*The request to install shutters alongside the windows facing Monticello Street and Reynolds Street.*
3. Section 16.52.250 Submission of Plans.  
*The applicant has complied with all the requirements of the Historic Preservation Ordinance and the COA application process.*
4. Section 16.52.280 Commission action on applications for certificate of appropriateness.
  - A. The Commission may approve, reject or modify an application for issuance of a COA.
  - B. The Commission shall issue a COA for proposed changes in appearance if such property conforms in design, scale, building material, setback, and site features to the United States Secretary of the Interior's Published Standards for Rehabilitation.
  - E. A decision by the commission approving or denying an application for a certificate of appropriateness for proposed new construction shall be guided by:
    1. The relationship of the proposed construction to the existing and historic character of the public streetscape;  
*The proposed construction will not enhance the public streetscape.*
    2. Visual compatibility with existing buildings in the immediate neighborhood;  
*The proposed construction will not be compatible with the existing buildings.*

3. Adherence to vernacular building traditions of Covington;  
*Shutters on a non-residential building is not concurrent with the vernacular building traditions of Covington.*
4. Whether the property is a site as defined in chapter 16.52  
*Yes.*

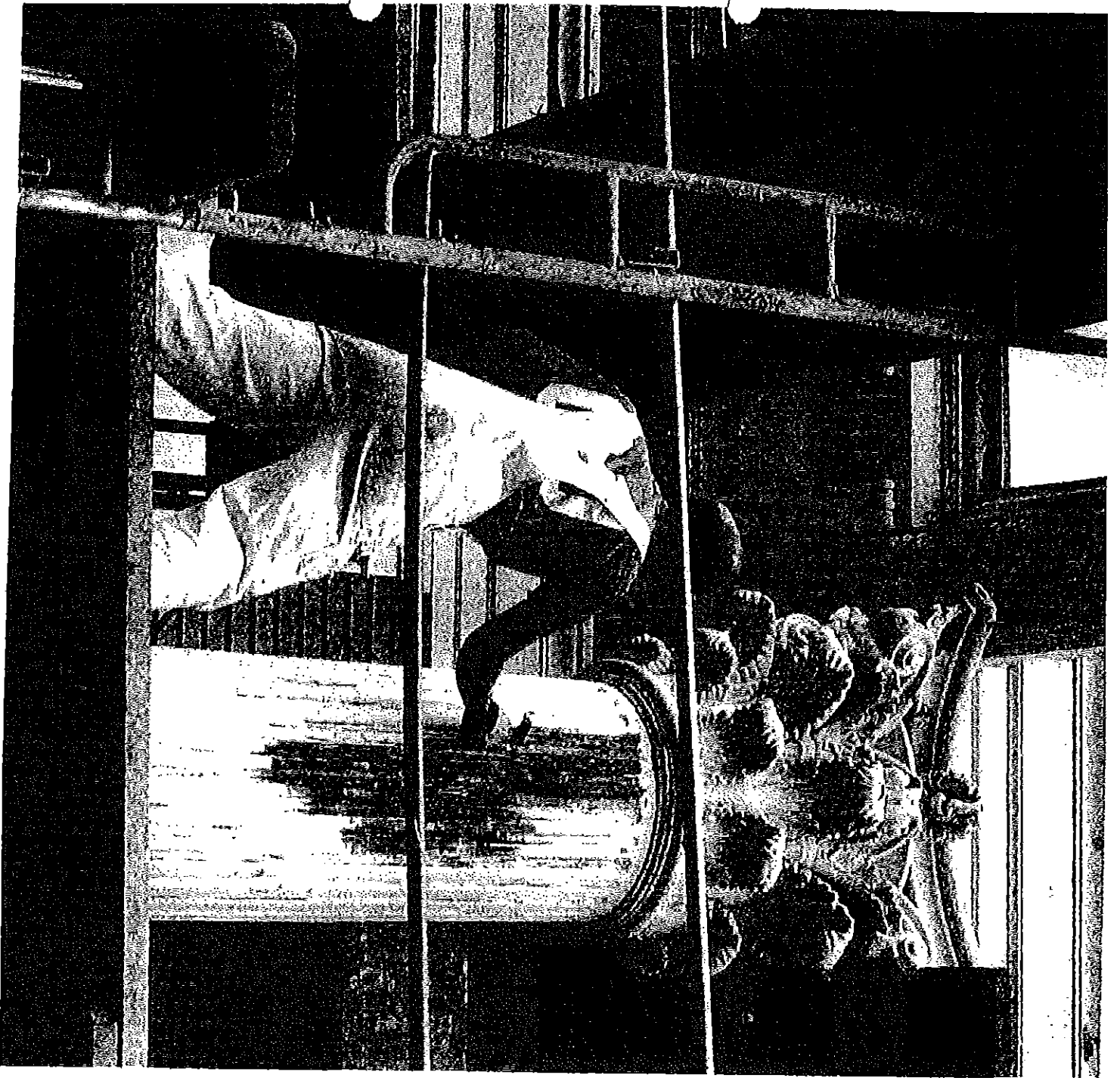
**II. Staff recommends the following in accordance with Section 16.52.280:**

The applicant has already installed non-functioning shutters made of 1"x4" pine in a detail representative of those found on modern construction and not time period correct for the architectural type of the building. Once staff was made aware of the shutters, notification to the business owner/tenant was made and the application was submitted.

According to the United States Secretary of Interior's Published Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, introducing features to building exteriors for storefronts such as, but not limited to, coach lanterns, wood shakes, nonoperable shutters, and small-paned windows if they cannot be documented historically is not recommended.

Shutters were once a valuable functioning feature primarily found on homes in hot climates to minimize the heat gain from the summer sun. The residents would close the shutters to block the sun and depending upon the window construction they could be opened yet the shutters closed to allow air to flow into the house and adjacent rooms.

Upon a drive through the downtown area, staff was able to identify four other buildings which have shutters. Only one of those buildings has historically accurate and functional shutters and pictorial evidence of shutters being a functioning part of this building could not be located. Therefore staff recommends **DENIAL** of the request to install shutters alongside the windows facing Monticello Street and Reynolds Street. Furthermore the shutters that have been installed shall be removed within 10 days should the HPC require removal.



The Secretary  
of the Interior's  
Standards for  
Rehabilitation &  
**I**llustrated  
Guidelines  
for  
Rehabilitating  
Historic  
Buildings



U.S. Department of the Interior  
National Park Service  
Cultural Resources  
Heritage Preservation Services



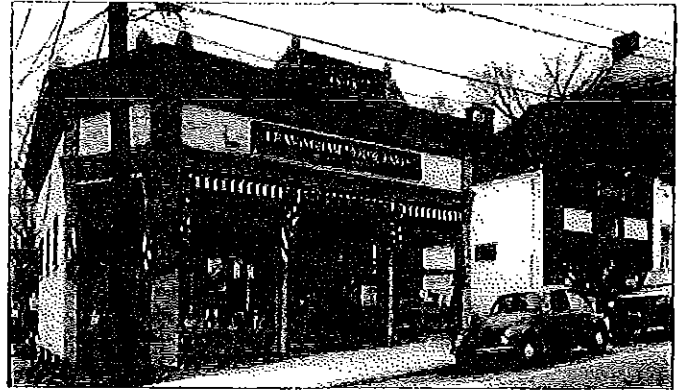
# Building Exterior

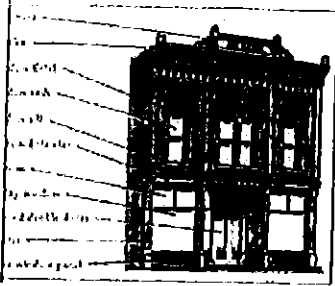
## Storefronts

The storefront is usually the most prominent feature of a historic commercial building, playing a crucial role in a store's advertising and merchandising strategy. Although a storefront normally does not extend beyond the first story, the rest of the building is often related to it visually through a unity of form and detail. Planning should always consider the entire building; window patterns on the upper floors, cornice elements, and other decorative features should be carefully retained, in addition to the storefront itself.

The earliest extant storefronts in the U.S., dating from the late 18th and early 19th centuries, had bay or oriel windows and provided limited display space. The 19th century witnessed the progressive enlargement of display windows

as plate glass became available in increasingly larger units. The use of cast iron columns and lintels at ground floor level permitted structural members to be reduced in size. Recessed entrances provided shelter for sidewalk patrons and further enlarged display areas. In the 1920s and 1930s, aluminum, colored structural glass, stainless steel, glass block, neon, and other new materials were introduced to create Art Deco storefronts.





*These architectural details are typical of historic commercial buildings (this particular one is No. 4046 in the George L. Merker and Company catalog of 1905). The design utilized both cast and galvanized iron.*

**Recommended**

***Identify, retain, and preserve***

Identifying, retaining, and preserving storefronts—and their functional and decorative features—that are important in defining the overall historic character of the building such as display windows, signs, doors, transoms, kick plates, corner posts, and entablatures. The removal of inappropriate, nonhistoric cladding, false mansard roofs, and other later alterations can help reveal the historic character of a storefront.

***Protect***

Protecting and maintaining masonry, wood, and architectural metals which comprise storefronts through appropriate treatments such as cleaning, rust removal, limited paint removal, and reapplication of protective coating systems.

Protecting storefronts against arson and vandalism before work begins by boarding up windows and installing alarm systems that are keyed into local protection agencies.

**Not Recommended**

Removing or radically changing storefronts—and their features—which are important in defining the overall historic character of the building so that, as a result, the character is diminished.

Changing the storefront so that it appears residential rather than commercial in character.

Removing historic material from the storefront to create a recessed arcade.

Introducing coach lanterns, mansard designs, wood shakes, nonoperable shutters, and small-paned windows if they cannot be documented historically.


Changing the location of a storefront's main entrance.

Failing to provide adequate protection of materials on a cyclical basis so that deterioration of storefront features results.

Permitting entry into the building through unsecured or broken windows and doors so that interior features and finishes are damaged through exposure to weather or through vandalism.

Stripping storefronts of historic material such as wood, cast iron, terra cotta, cast glass, and brick.

RECEIVED  
NOV. 21 2013  
BY: SA

 Planning and Zoning Department  
2116 Stallings Street, NW  
Covington, Georgia 30014  
Phone: (770) 386-2178  
Fax: (770) 386-2170

CERTIFICATE OF APPROPRIATENESS (COA)  
(Code Section 16B2)  
Received Date:  
COA# 105 (2-011-3)  
www.cityofcovington.org

1. A pre-application meeting shall be held with the Planning & Zoning Department prior to completing this application. Please call 770-385-2178 to schedule such meeting.
2. Applications for a Certificate of Appropriateness shall be submitted to the Planning & Zoning Department no less than 30 days prior to the next regularly scheduled Historic Preservation Commission meeting. The Historic Preservation Commission meets on the first Wednesday of each month at 7p.m.
3. Once an application has been submitted the Planning & Zoning Department will review the application, submit a written recommendation to the Historic Preservation Commission and at least 15 days prior to the date of the public hearing will erect a sign in a conspicuous place on the property in question.
4. The applicant and all interested parties shall attend the public hearing before the Historic Preservation Commission and shall be given an opportunity to address the Commission. During the public hearing the Commission shall review the facts presented and vote to approve, reject or modify an application for issuance of a Certificate of Appropriateness.

PLEASE COMPLETE THE FOLLOWING:

I. APPLICANT:

Name:	Kelley Johnston		
Mailing Address:	4118 Monticello St.		
Telephone:	770 262 1001	Email:	fan1momkj@gmail.com

II. CURRENT PROPERTY OWNER: (if different from the applicant)

Name:	Dr. Dolbs.		
Mailing Address:			
Telephone:		Email:	

III. PROPERTY INFORMATION:

Property Address:	1451 Monticello St.		1451 Monticello St
Parcel Number(s):	10-160-00170-005-160		Parcel Size: .02
Description:	Please describe what you intend to do, how you plan on doing it and what materials will be used. Attach another sheet(s) if necessary.		
	Deck on Shutters.		

**IV. PLEASE SUBMIT THE FOLLOWING:**

- One boundary survey of the entire property and site plan showing the location of all site improvements (i.e., buildings, parking areas, pools, etc.);
- One elevation drawing, or picture, of the existing structure and one elevation drawing, or picture of the proposed changes;
- A list of finished materials being proposed for the project;
- If exterior lighting is proposed please provide a photo and description of the lighting direction;
- If the request is for a demolition permit please provide an explanation and supporting documentation that the historic or contributing building(s) is incapable of earning an economic return on its value (as appraised). A narrative description and supporting documents of the proposed use for the site after demolition.
- If the structure(s) is being relocated within Covington please provide photographs of the proposed relocation site;
- The application fee of \$100.00 accepted in cash, check or money order payable to the City of Covington.

**V. AUTHORIZATION FOR REPRESENTATION:** (If the owner/applicant is requesting to be represented)

I, Dr. Dobbs, the owner of the subject property identified in this application, do hereby authorize Ronnie Johnston to act on my behalf in all matters pertaining to the processing and approval of this application, including modifying the project accordingly to the terms and conditions set forth by the City of Covington. I agree to be bound by all representatives and agreements made by my designated representative.

Signature of owner/applicant: [Signature] Date: 11-12-13

Signature of Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**VI. CERTIFICATION:**

I, Ronnie Johnston the owner or authorized representative of the owner(s), read and understand the contents of this application. I certify that the information contained herein, including attachments and all other supporting information is complete and true to the best of my knowledge and belief. I further certify that I understand that an approval of a COA in no way constitutes approval of an application for a building permit. A request for a permit to build requires a separate application, review and approval process.

Signature of owner/applicant or representative: [Signature]  
Date: 11/12/13

**THIS FORM TO BE COMPLETED BY STAFF**

**EXEMPTION OR ADMINISTRATIVE APPROVAL**

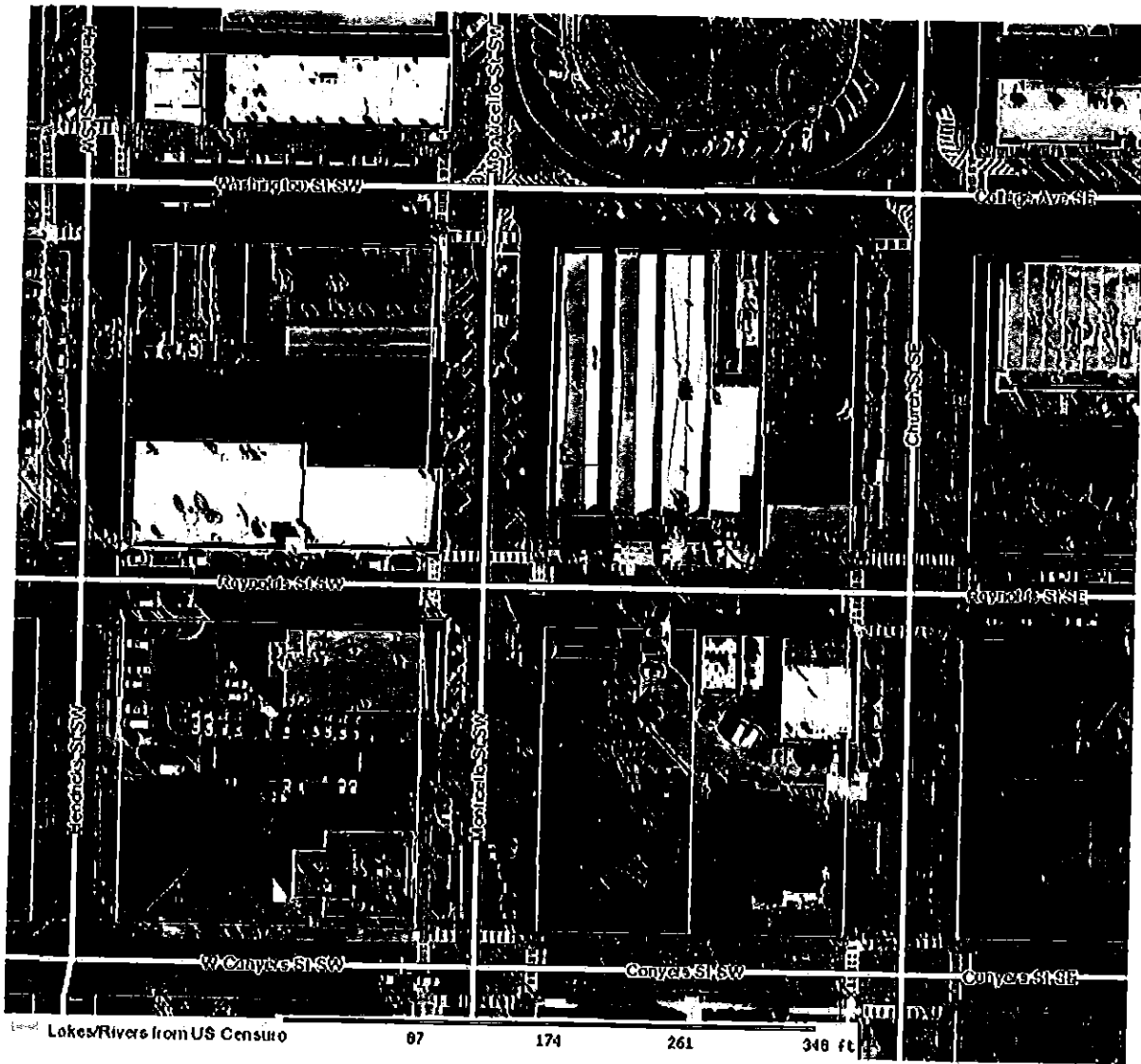
The building official may issue a Certificate of Appropriateness exemption for the erection, alteration, restoration, or removal of any accessory structures, fences, walls, steps and pavements or in cases where the building official finds that no material change in appearance is involved.

Reason(s) for exemption or administrative approval: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Planning & Zoning Director

\_\_\_\_\_  
 Date:

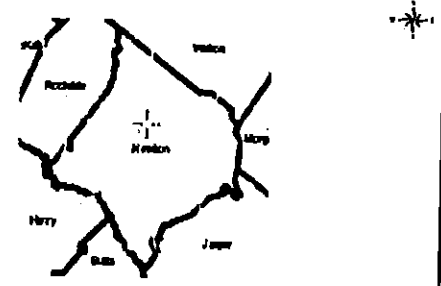
<b>HISTORIC PRESERVATION</b>		Is the property located within the Historic District? <input type="checkbox"/> Yes <input type="checkbox"/> No	HPC Date:
Approved <input type="checkbox"/> Denied <input type="checkbox"/>	<input type="checkbox"/> Approved with remarks:  <p align="center">Signature Zoning Administrator:                  _____</p>		
<b>MAIN STREET MANAGER</b>		Is property located within the TCR or TCM zoning districts? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Approved <input type="checkbox"/> <input type="checkbox"/> Comments:	Denied <input type="checkbox"/> Reason(s): _____ Main Street Covington's Signature: _____ Date: _____		
<b>SIGN REGULATIONS</b>		Inspection Date:	Inspector's Signature:
Approved <input type="checkbox"/> Denied <input type="checkbox"/>	Approved with Remarks <input type="checkbox"/>		



Hewton County Assessor

Parcel: C0260-00170-005-A00 Acres: 0.02

Name	DOBBS WILLIAM B II	Land Value	\$6,300.00
Site	1149 MONTICELLO ST	Building Value	\$50,100.00
State	\$0 on 07-2012 Reason=3033 478 Qual-U	Total Value	\$56,400.00
Mail	1116 CLARK ST COVINGTON, GA 30014		



The Hewton County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER NEWTON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--  
Date printed: 10/29/13 : 09:38:13

Monticello Street Southwest / Reynolds Street Southwest, Covington, Georgia, United States  
Address is approximate

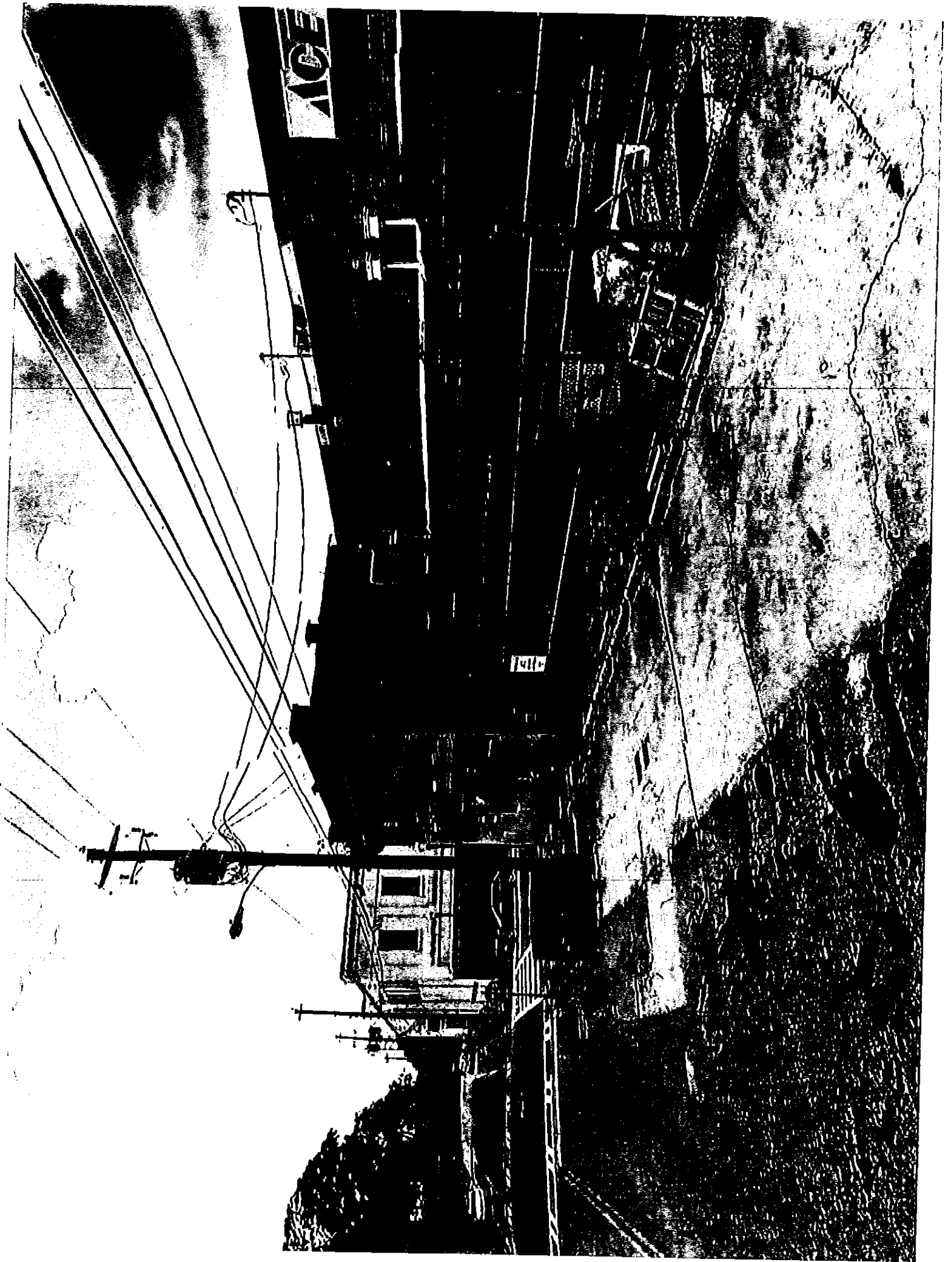


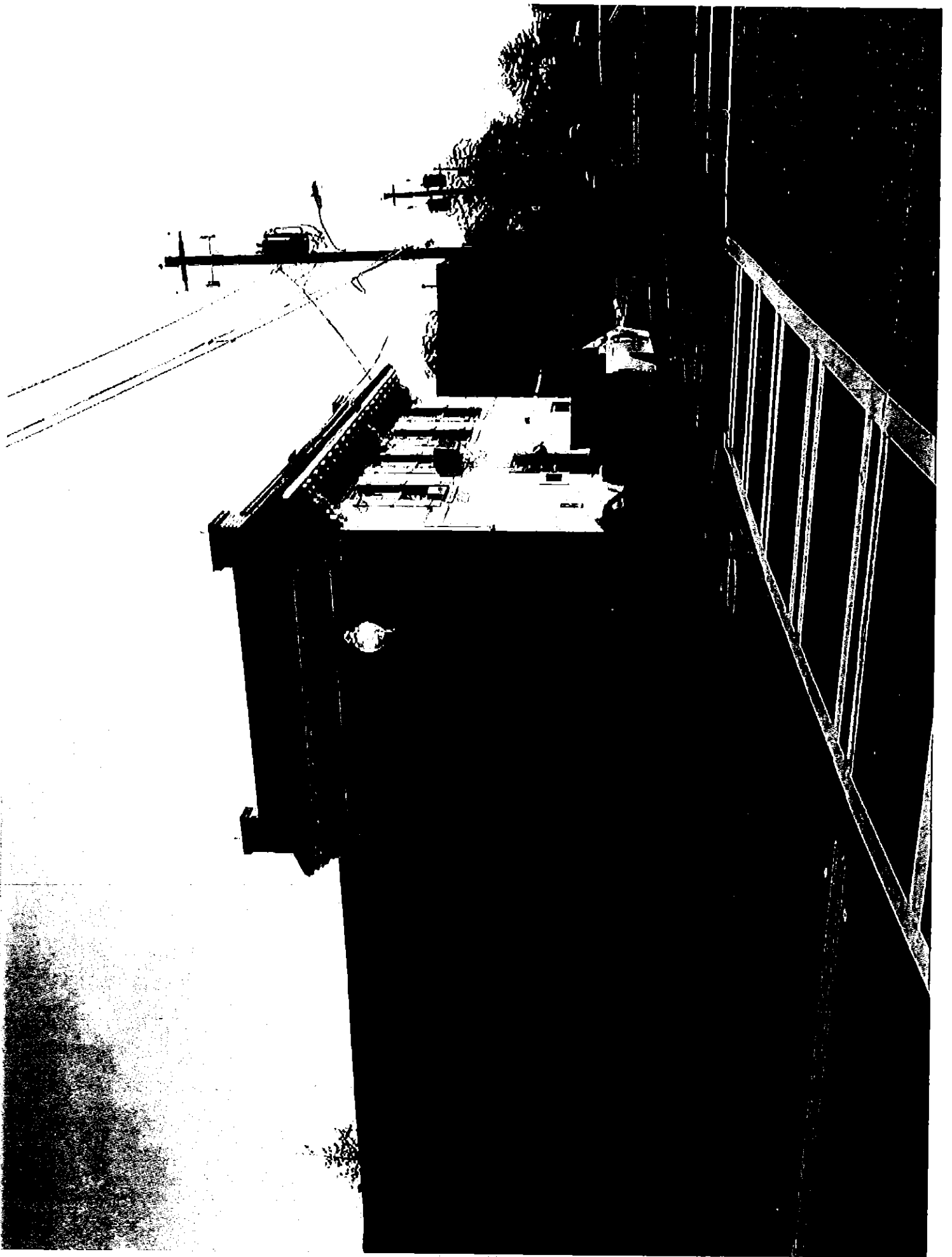


Report a problem

10/27/2016 10:02:13 AM

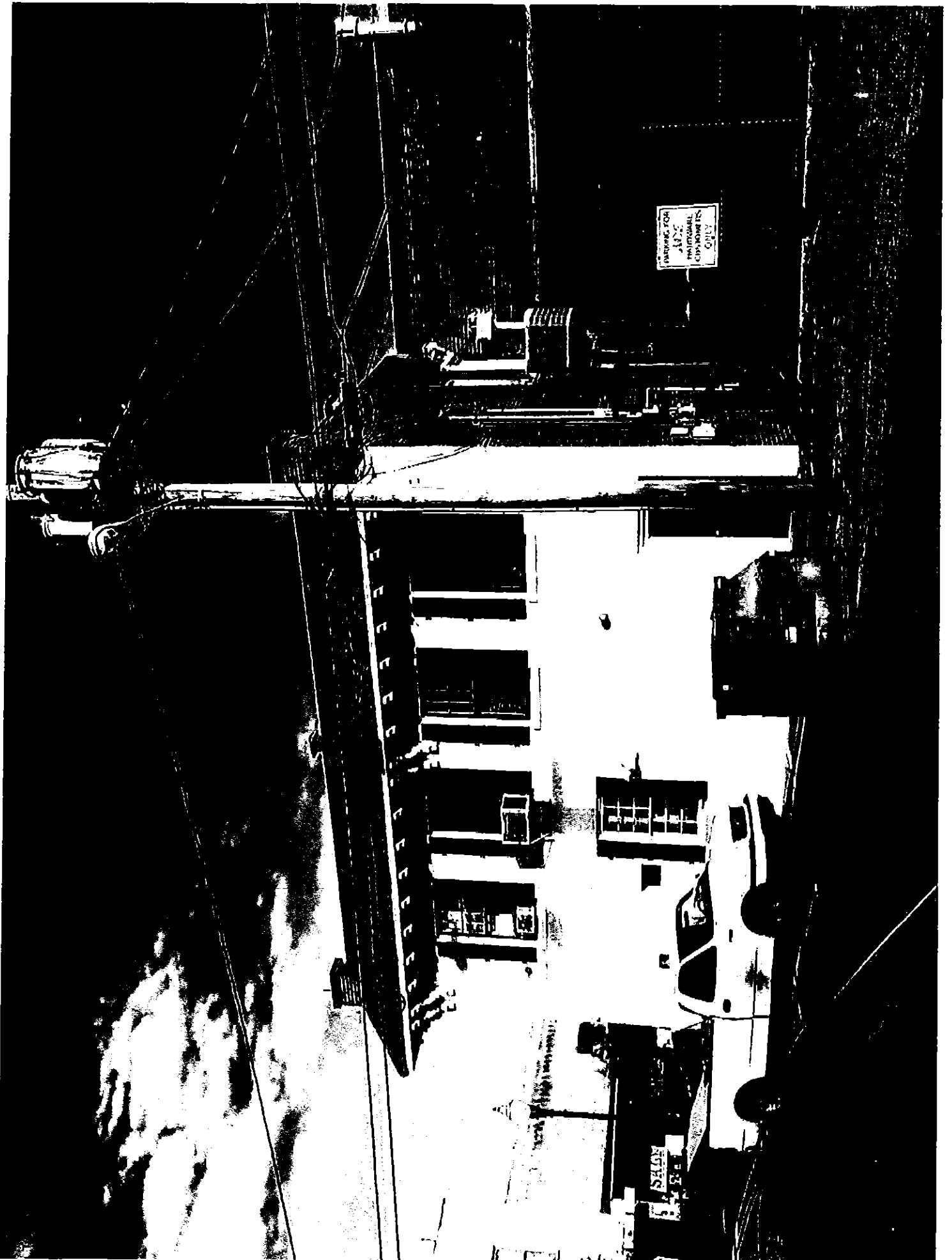












Notice is hereby given that at 6:30 p.m. on February 17, 2014, or as soon thereafter as the matter can be reached for hearing, there will come before the Mayor and Council of the City of Covington, Georgia, at Covington City Hall, 2194 Emory Street, N.W., Covington, Georgia, the passage of an ordinance entitled:

"AN ORDINANCE OF THE CITY OF COVINGTON, GEORGIA, TO ANNEX A TRACT OF LAND CONTAINING 0.917 ACRE, LOCATED ON U. S. HIGHWAY 142, IN LAND LOT 275, NINTH LAND DISTRICT, NEWTON COUNTY, INTO THE CORPORATE LIMITS OF THE CITY OF COVINGTON, GEORGIA, PURSUANT TO ARTICLE 2, CHAPTER 36, TITLE 36, OFFICIAL CODE OF GEORGIA ANNOTATED, TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES."

A copy of said proposed ordinance is posted on the bulletin board at the City Hall, 2194 Emory Street, Covington, Georgia.

This 4<sup>th</sup> day of February, 2014.

**THE CITY OF COVINGTON**  
**Audra M. Gutierrez**  
**City Clerk**

**BE IT ORDAINED** by the Mayor and Council of the City of Covington in Council duly assembled and it is hereby ordained that the following area contiguous to the corporate limits of the City of Covington is annexed into and made a part of the said City:

All that tract or parcel of land lying and being in Land Lot 275, Ninth Land District, Newton County, Georgia, containing 0.917 acre, and being more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

The City Attorney is hereby directed to send a report that includes such information as may be required under O.C.G.A. §36-36-3 to the Department of Community Affairs of the State of Georgia and to the Newton County Commission within thirty (30) days after the effective date of the annexation as set forth herein.

This ordinance shall become effective as provided in §36-36-2(a), O.C.G.A. All ordinances and parts of ordinances in conflict herewith shall be and the same are hereby repealed.

ENACTED AND ADOPTED THIS 17<sup>th</sup> DAY OF FEBRUARY, 2014.

By: \_\_\_\_\_  
RONNIE JOHNSTON, Mayor

Attest: \_\_\_\_\_  
AUDRA M. GUTIERREZ, City Clerk

(CITY SEAL)

## EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 275 of the 9<sup>th</sup> District, Newton County, Georgia, and being more particularly described as follows:

Beginning at an iron pin found on the southeasterly end of a mitered Right of Way corner located at the intersection of the southerly Right of Way line of Interstate 20 (R/W Varies) and the westerly Right of Way line of John R. Williams Parkway (a.k.a U.S. Highway 142 - 130' Right of Way), thence along the westerly Right of Way line of John R. Williams Parkway South 22 Degrees 35 Minutes 13 Seconds West a distance of 160.00 feet to an iron pin found; thence leaving said Right of Way line North 60 Degrees 21 Minutes 16 Seconds West a distance of 204.02 feet to an iron pin found; thence North 22 Degrees 35 Seconds 13 Minutes East a distance of 204.15 feet to an iron pin found on the southerly Right of Way line of Interstate 20; thence along the southerly Right of Way line of Interstate 20 South 60 Degrees 21 Minutes 16 Seconds East a distance of 141.51 feet to an iron pin found at the northwesterly end of said miter; thence along said miter South 27 Degrees 32 Minutes 05 Seconds East, 80.84 feet to The Point of Beginning containing 0.917 acres.



**REZONING & ANNEXATION RECOMMENDATIONS  
FOR CITY OF COVINGTON MAYOR & COUNCIL  
PUBLIC HEARING OF FEBRUARY 3, 2014**

---

**ITEM – 1**

**CASE #1(2014)                    A REQUEST TO REZONE AND ANNEX THE .917 ACRE  
PARCEL FROM NEWTON COUNTY COMMERCIAL  
NEIGHBORHOOD (CN) AND COMMERCIAL HIGHWAY  
(CH) TO CITY OF COVINGTON CORRIDOR MIXED USE  
(CM).**

LOCATION:                    10375 Highway 142  
TAX PARCEL:                00180-00000-088-000  
OWNER:                    Kemp Ridge Holdings, LLC  
                                  215 Pendleton Street  
                                  Waycross, GA 31501  
APPLICANT:                Terry Sullivan  
                                  The Trilogy Group, LLC  
                                  6400 Powers Ferry Road, Suite 100  
                                  Atlanta, GA 30319

**ZONING PROPOSAL REVIEW STANDARDS**

The planning and zoning director, the planning commission and the mayor and council shall consider the following standards governing the exercise of the zoning power whenever deliberating over any zoning proposal pursuant to this chapter.

1. The existing uses and zoning of nearby property;  
*The zoning of nearby properties is Corridor Mixed Use and the uses are commercial.*
2. The extent to which property values are diminished by their particular zoning restrictions;  
*Reduction of value due to zoning is difficult to measure as zoning is the use of land and value is set at what someone is willing to pay.*
3. The extent to which the possible reduction of property values of the subject property promotes the health, safety, morals or general welfare of the public;  
*There is no perceived reduction of value.*
4. The relative harm to the public as compared to the hardship imposed upon the individual property owner;  
*There is greater harm to the public should the zoning not be approved as the property will remain in its current state.*
5. The suitability of the subject property for the zoning proposal;  
*The property is surrounded by the requested zoning.*
6. The length of time the property has been vacant as zoned, considered in the context of land development in the vicinity of the property;  
*The property has been vacant for approximately six years. Within such time the area around it has developed into what is seen today.*

7. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;  
*The proposed zoning will permit development and uses that are similar and complimentary to those on adjacent and nearby properties.*
8. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;  
*The proposed zoning will not have an adverse affect.*
9. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;  
*Reasonable economic use is best identified by the property owner and not through zoning.*
10. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;  
*No more so than the surrounding developments and uses on a similar sized parcel.*
11. Whether the zoning proposal is in conformity with the policy and intended of the future land use map; and  
*The proposed zoning is consistent with the City of Covington 2028 Comprehensive Plan.*
12. Whether there are other existing or changing conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the zoning proposal.  
*No other known conditions.*

**STAFF ANALYSIS AND RECOMMENDATION:**

The .917 acre parcel is currently within the jurisdiction of Newton County and shares split zoning as both Commercial Neighborhood and Commercial Highway with all adjacent and nearby properties being within the City of Covington's jurisdiction and zoned Corridor Mixed Use. The applicant, The Trilogy Group, LLC, worked with Wal-Mart to rezone and annex the parcel where the big box is now located as well as the adjacent two parcels (McDonald's and Verizon Wireless) and now has an option to purchase and develop the subject parcel.

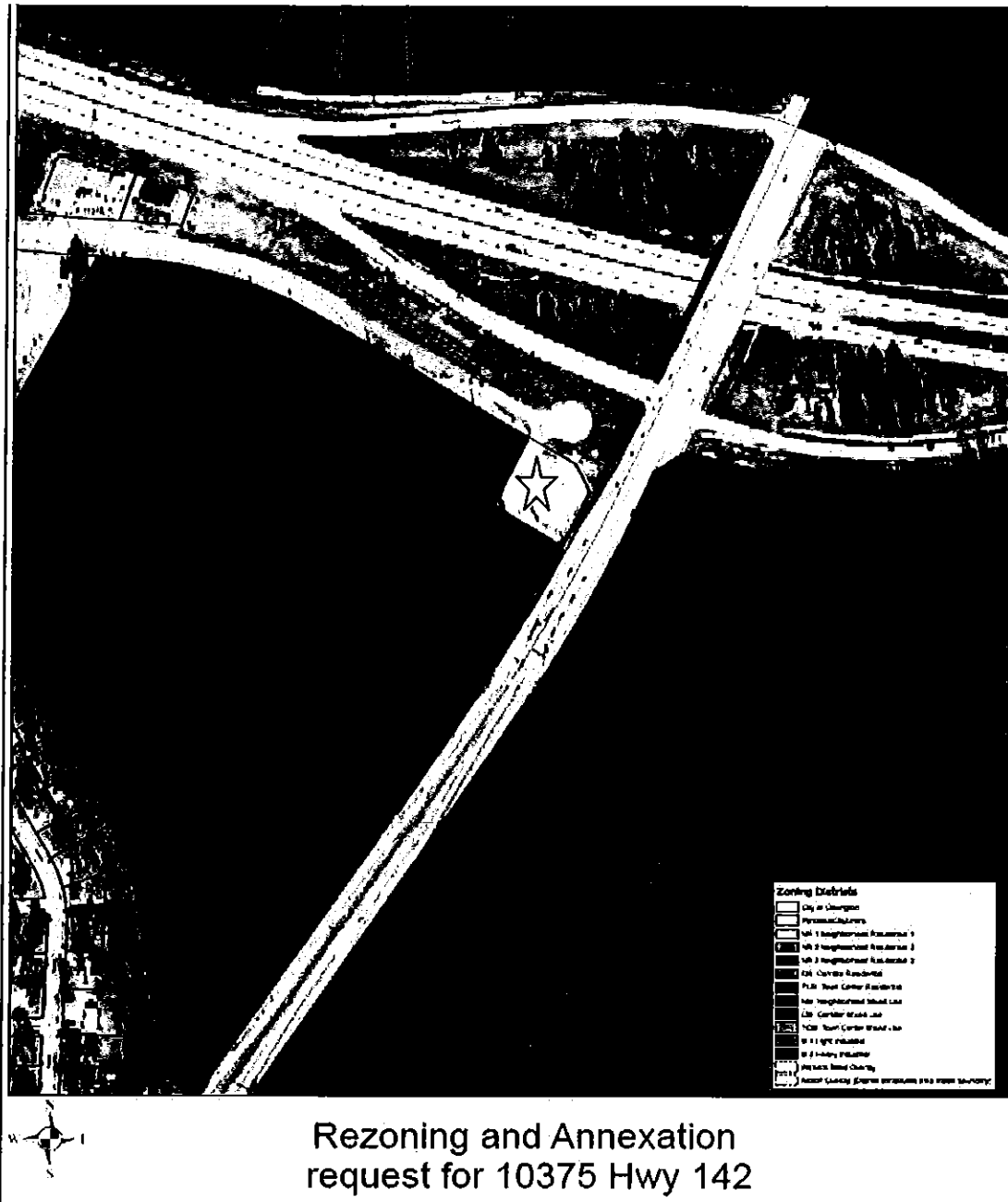
The Trilogy Group, LLC weighed their options to either develop this parcel under Newton County's jurisdiction versus the City of Covington and ultimately decided to apply for city zoning and annexation. The first step is to acquire a Covington zoning designation that is similar to its current zoning. If successful the next step is to annex the parcel into the City of Covington. Given the applicant's previous success in rezoning and annexing the adjacent parcels to City of Covington with Corridor Mixed Use zoning designation and all surrounding parcels are zoned the same, it only makes sense for the subject parcel to follow suit.

Staff recommends **APPROVAL** of the request to first rezone 10375 Highway 142, tax parcel 00180-00000-088-000, from Newton County Commercial Neighborhood (CN) and Commercial Highway (CH) to City of Covington Corridor Mixed Use (CM); then to annex said property from Newton County into the jurisdiction of the City of Covington.

**PLANNING COMMISSION RECOMMENDATION (JANUARY 14, 2014):**

Mr. Ray McFadden made a motion to recommend to the City Council to **APPROVE** the applicant's request to first rezone 10375 Highway 142, tax parcel 00180-00000-088-000, from Newton County Commercial Neighborhood (CN) and Commercial Highway (CH) to City of Covington Corridor Mixed Use; then to annex said property from Newton County into the jurisdiction of the City of Covington.

Mr. Greg Shy seconded the motion and the motion was unanimously approved.



**APPLICATION FOR ANNEXATION & REZONING**

APPLICATION DATE: 12/20/2013

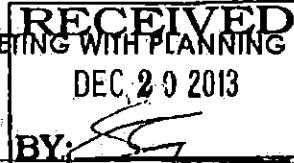
ORDINANCE #: \_\_\_\_\_

<http://www.cityofcovington.org>



Planning and Zoning Department  
2116 Stallings Street, NW  
Covington, Georgia 30014  
Phone: (770) 386-2020  
Fax: (770) 386-2170

\*PRIOR TO SUBMITTING THE COMPLETED APPLICATION A MEETING WITH PLANNING & ZONING STAFF IS REQUIRED\*



Date Received for Processing

Case Number CPC # 1 (2014)

This Annexation Application is made pursuant to the provisions of the Official Code of Georgia Annotated 36-36, Article 2, "Annexation Pursuant to Application by one hundred percent (100%) of Landowners".

Application is hereby made to the City of Covington, Georgia by the undersigned property owners to have the following described lands annexed into the corporate limits of the City.

All that tract or parcel of land lying and being in Land Lot(s) 225 of the 9th District(s), Parcel Number(s) 00180-00000-088-00, Newton County, Georgia, and being more particularly described in the attached legal description.

It is requested that a zoning classification of CORRIDOR MIXED USE (CM) be assigned to the property upon annexation. (Note: Different classifications can be requested for various portions of the property).

The property owner(s) intent is to develop and/or use the property as follows: (Include a timetable for development if available.)

SEE THE ATTACHED NARRATIVE EXPLAINING THE PROPOSED USE AND JUSTIFICATION FOR ANNEXATION AND REZONING

I hereby request that the property described in this application be rezoned from the Neighborhood Commercial (CN) district, to CM district.

Address of Property: JOHN R. WILLIAMS PARKWAY

Area: \_\_\_\_\_ Acres or square feet 0.917 ACRES

Applicant's Name: THE TRILOGY GROUP, LLC

Address of Applicant: 6400 POWERS FERRY RD, Suite 100

ATLANTA GA 30319  
City Zip

Email Address: TSULLIVAN@TRICOGYGROUP.NET

Telephone Number: (770) 955-0404

Owner of Property: KEMBRIDGE Holdings, LLC  
(if different from applicant)

215 PERFECT M ST

WOYACROSS, GA 31501  
City Zip

Telephone Number: (912) 285 4011

**ITEMS NECESSARY TO PROCESS APPLICATION:**

1. Boundary survey of property
2. Legal description with metes and bounds
3. \$100.00 application fee
4. Justification for rezoning (submit your own words on separate sheet of paper)
5. Narrative pertaining to and answering questions 1-12 regarding the rezoning. These questions are based on the criteria that will be considered in granting the petition.
6. Application shall be completed, signed and dated prior to submittal.

**STANDARDS AND CRITERIA FOR ZONING**

Please answer these questions of the proposed project and attached a narrative on a separate sheet of paper, including the number, height, square footage of structures and property uses.

The City Mayor and Council recognize that the proper exercise of its zoning powers requires considering and balancing of the interests in promoting the public health, safety, morality and general welfare against the right to unrestricted use of property. To ensure a proper balancing of the aforesaid interests, the Planning Commission and the Mayor and Council in making any zoning decision including, but not limited to, amendments to the zoning ordinance, the granting of special use permits, and considering applications to rezone property, the following standards and factors should be considered:

- (1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties.

**Yes, the property is currently zoned CN and CH in Newton County. The surrounding properties are currently zoned and developed as commercial uses.**

- (2) Whether the proposal will adversely affect the existing use of adjacent or nearby properties including, but not limited to, an adverse effect on property values, and whether the change will be a deterrent to the improvement or development of adjacent properties in accordance with existing regulations.

**No. The property is currently a closed abandoned gas station and an eyesore for the community. The zoning proposal will allow for redevelopment of the property consistent with the surrounding properties and will have a positive impact on nearby properties and property values. Eliminating the eyesore should enhance further development in the immediate vicinity consistent with the City's Master Plan.**

- (3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

**Yes, as to the current zoning but no as far as access.**

- (4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

**The zoning proposal will result in no added burden to traffic, utilities or schools as it was formerly operated as a full service gas station before the access and business was closed due to condemnation. In addition, the ramps and bridge at I-20 as well as Hwy 142 have been recently upgraded to accommodate future growth in the area.**

- (5) Whether the zoning proposal is in conformity with the policy and intent of any then-existing land use plan;

**Yes, as other properties in this area are zoned for commercial uses as part of the City's Master Plan.**

- (6) Whether there are other changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

**The property currently has poor and undesirable access through a cul-de-sac in the rear of the property. With the current access, it will most likely remain an abandoned and closed gas station. As the adjacent property owner, we can grant direct access to Industrial Blvd. through the common driveway of McDonald's and our shopping center making the property much more attractive for redevelopment. If we do not acquire the property then it is unlikely we would grant access to this driveway. Also, if the property is rezoned and annexed into the City of Covington then it will be redeveloped in a manner consistent the City's development criteria rather than that of Newton County.**

- (7) The possible creation of an isolated district unrelated to adjacent and nearby districts.

**The property is currently zoned as a commercial classification and should remain as a commercial classification to be consistent with the surrounding uses.**

- (8) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

**To our knowledge, there are no illogically drawn district boundaries other than the property lies in Newton County and is an island surrounded by the City of Covington.**

- (9) Whether past, present or future conditions would make the passage of the proposed amendment appropriate.

**The property was formally operated as a full service gas station and the request for a Corridor Mixed Use zoning classification is consistent with its past use and all other existing uses in this area..**

- (10) Whether the proposed change will create a drainage problem or seriously reduce light and air to adjacent areas.

**The property is fully improved with a concrete parking surface. The building and canopies which have been removed. The proposed change will create no drainage problem nor reduce light and air to adjacent areas.**

- (11) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

**The property was formally operated as a full service gas station and the requested zoning classification of Corridor Mixed Use is consistent with its past use and therefore does not constitute a grant of special privilege.**

- (12) Whether the change suggested is out of scale with the needs of the neighborhood or the local government.

**The requested zoning classification is the proper scale and consistent with all other surrounding commercial uses.**

**AUTHORIZATION**  
**BY**  
**PROPERTY OWNER**

I swear that I am the owner of the property that is the subject matter of the attached application, as shown in the records of Newton County, Georgia.

I authorize the person named below to act in my behalf in the pursuit of this Annexation and Rezoning request.

Name of Agent: FERRY W. SULLIVAN or DAVID SHROTTEN  
Address: 6400 POWERS FERRY RD, Suite 100, ARUNNIN, GA  
City State Zip: 30339  
Telephone Number: (770) 955-0404

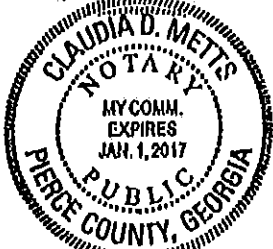
[Signature]  
Agent/Signature

[Signature]  
Signature of Owner

Personally appeared before me and swears the information contained in this authorization is true and correct to the best of his/her knowledge:

[Signature]  
Witness

[Signature] 12/19/13  
Notary Public Date





**OWNER'S CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT**

(To be completed by the owner of the property as it appears on Newton County Tax Records)

Owner(s): Keen Ridge Holdings LLC

Address: 215 Pendergrass Rd, Waycross, GA 31501

Telephone Number: 912-253-1661

No, I have not made, within two (2) years immediately preceding the filing of this application, campaign contributions or gifts of \$250.00 or more to a local government official of the City of Covington, Georgia and

I have not made campaign contributions or given gifts of any kind since the filing of this application.

Yes, I have made, within two (2) years immediately preceding the filing of this application, campaign contributions or gifts of \$250.00 or more to a local government official of the City of Covington, Georgia.

I have made campaign contributions and/or given gifts since the filing of the application.

(If yes, give the name and official position of the local government official to whom the campaign contribution was made, the dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application and any contributions made since the filing of this application and the date each contribution was made.)

\_\_\_\_\_

Owner's Printed Name me: \_\_\_\_\_

Owner's Signature: [Signature]

Date: 12/19/13

Owner's Printed Name: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

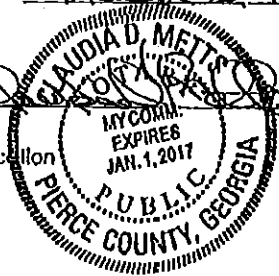
Notary's Printed Name: Claudia D. Metts

Date: \_\_\_\_\_

12/19/2013

Notary's Signature: [Signature] Expiration of Term: Jan 1st 2017

Annexation/Rezoning application



**FINANCIAL DISCLOSURE STATEMENT**

**Property Owner and Proposed Property Address:**

Does any member of the Mayor and Council or Covington Planning Commission have a property interest (direct or indirect, including any percentage of ownership less than total) in the subject property? Yes \_\_\_ No . If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

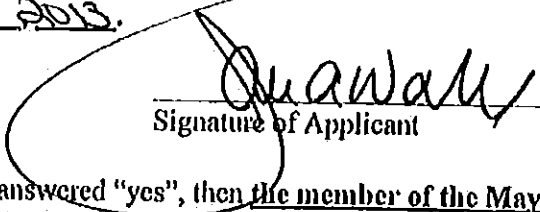
Does any member of the Mayor and Council or Covington Planning Commission have a financial interest (direct ownership interest of the assets or capital stock where such financial interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, or have a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? Yes \_\_\_ No . If yes, describe the nature and extent of such interest:

\_\_\_\_\_  
\_\_\_\_\_

Does any member of the Mayor and Council or Covington Planning Commission have a spouse, mother, father, brother, sister, son, or daughter who has a property interest as described above? Yes \_\_\_ No . If yes, please describe the relationship and the nature and extent of such interest:

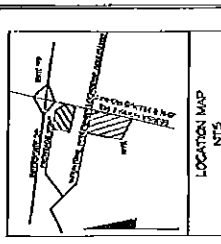
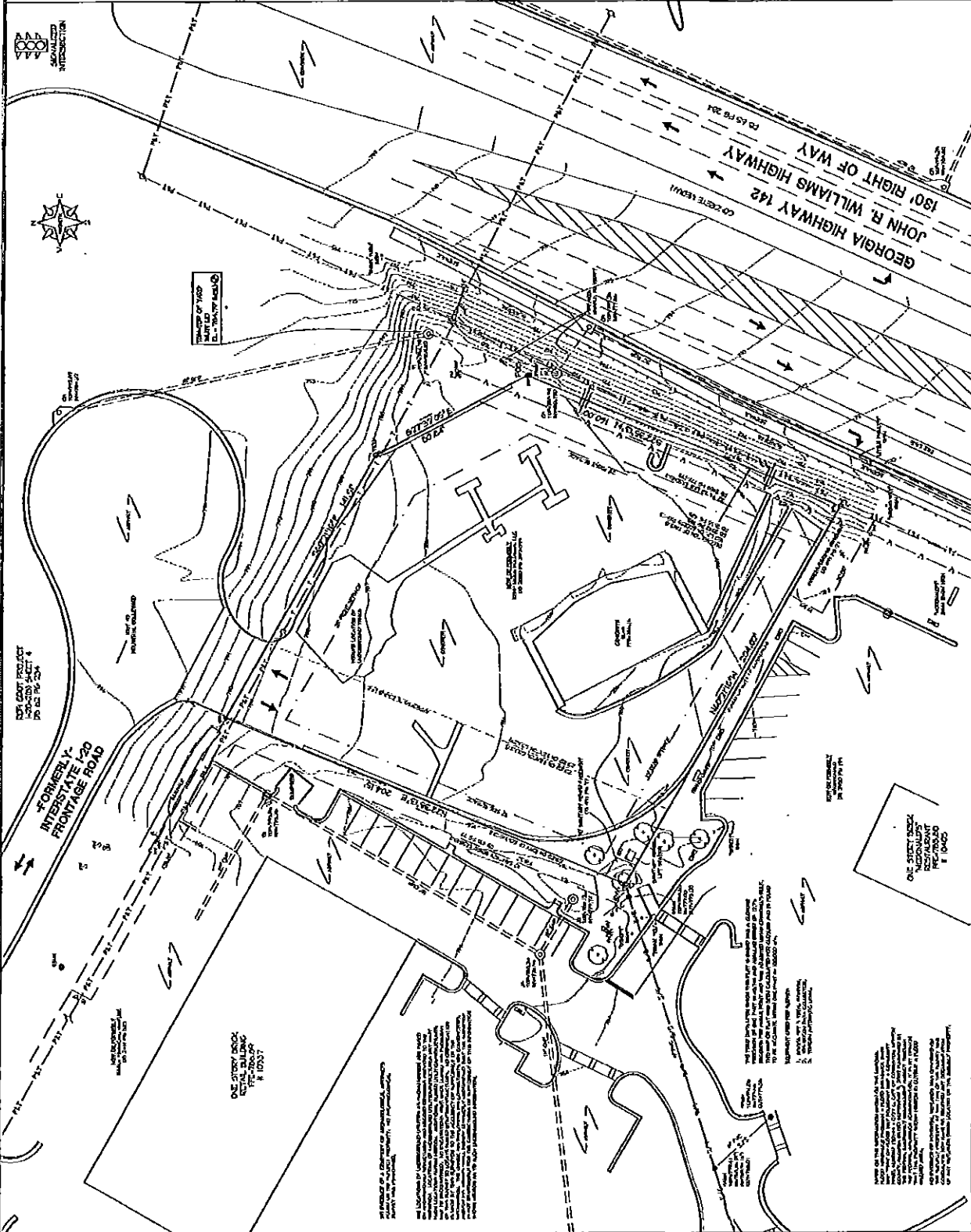
\_\_\_\_\_  
\_\_\_\_\_

I do hereby certify that the foregoing information is true and correct, this 19th day of December 2013.

  
\_\_\_\_\_  
Signature of Applicant

If any question above is answered "yes", then the member of the Mayor and Council, Board or Commission shall immediately disclose the nature and extent of such interest, in writing, to the Planning and Zoning Director. Also, a copy should be filed with the application. Such disclosures shall be public record and made available for public inspection during normal working hours.

Applicant means any person who applies for an appeal action and any attorney, or other person representing or acting on behalf of the person who applies for this decision.



NO.	DESCRIPTION	ACRES	TO WHOM ADJACENT
1	Lot 1	...	...
2	Lot 2	...	...
3	Lot 3	...	...
4	Lot 4	...	...
5	Lot 5	...	...
6	Lot 6	...	...
7	Lot 7	...	...
8	Lot 8	...	...
9	Lot 9	...	...
10	Lot 10	...	...
11	Lot 11	...	...
12	Lot 12	...	...
13	Lot 13	...	...
14	Lot 14	...	...
15	Lot 15	...	...
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36	Lot 36	...	...
37	Lot 37	...	...
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51	Lot 51	...	...
52	Lot 52	...	...
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54	Lot 54	...	...
55	Lot 55	...	...
56	Lot 56	...	...
57	Lot 57	...	...
58	Lot 58	...	...
59	Lot 59	...	...
60	Lot 60	...	...

**TOTAL SITE AREA**  
 34,986.5 SF  
 0.79 ACRES  
 CURBED  
 ON T.C. LOT



ALTA VISTA LAND TITLE SURVEY

NO.	DESCRIPTION	ACRES	TO WHOM ADJACENT
1	Lot 1	...	...
2	Lot 2	...	...
3	Lot 3	...	...
4	Lot 4	...	...
5	Lot 5	...	...
6	Lot 6	...	...
7	Lot 7	...	...
8	Lot 8	...	...
9	Lot 9	...	...
10	Lot 10	...	...
11	Lot 11	...	...
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36	Lot 36	...	...
37	Lot 37	...	...
38	Lot 38	...	...
39	Lot 39	...	...
40	Lot 40	...	...

NOVAK DEVELOPMENT CORPORATION  
 FIRST AMERICAN TITLE INSURANCE COMPANY

**Harkroad and Associates**

1875 HARKROAD LANE  
 SUITE 100  
 KENNESAW, GEORGIA 30144

All that tract or parcel of land lying and being in Land Lot 275 of the 9<sup>th</sup> District, Newton County, Georgia, and being more particularly described as follows:

Beginning at an iron pin found on the southeasterly end of a mitered Right of Way corner located at the intersection of the southerly Right of Way line of Interstate 20 (R/W Varies) and the westerly Right of Way line of John R. Williams Parkway (a.k.a. U.S. Highway 142 – 130' Right of Way), thence along the westerly Right of Way line of John R. Williams Parkway South 22 Degrees 35 Minutes 13 Seconds West a distance of 160.00 feet to an iron pin found; thence leaving said Right of Way line North 60 Degrees 21 Minutes 16 Seconds West a distance of 204.02 feet to an iron pin found: thence North 22 Degrees 35 Seconds 13 Minutes East a distance of 204.15 feet to an iron pin found on the southerly Right of Way line of Interstate 20; thence along the southerly Right of Way line of Interstate 20 South 60 Degrees 21 Minutes 16 Seconds East a distance of 141.51 feet to an iron pin found at the northwesterly end of said miter; thence along said miter South 27 Degrees 32 Minutes 05 Second East, 80.84 feet to The Point of Beginning containing 0.917 acres.

Notice is hereby given that after the passage of five (5) days from the publication of this notice, there will come before the Mayor and Council of the City of Covington, Georgia, the passage of an ordinance entitled:

"AN ORDINANCE OF THE CITY OF COVINGTON, GEORGIA, TO AMEND THE COVINGTON MUNICIPAL CODE, ENACTED AND ADOPTED ON THE 16TH DAY OF OCTOBER, 2001, AS AMENDED BY PREVIOUS AMENDMENTS, TO ALTER CERTAIN PROVISIONS OF SECTION 5.12.040 OF THE SAID CODE RELATING TO HOURS OF OPERATION OF PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION, TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES."

A copy of said proposed ordinance is posted on the bulletin board at the City Hall, 2194 Emory Street, Covington, Georgia.

This 4<sup>th</sup> day of February, 2014.

**THE CITY OF COVINGTON**  
**Audra M. Gutierrez**  
**City Clerk**

BE IT ORDAINED by the Mayor and Council of the City of Covington in Council duly assembled and it is hereby ordained that Section 5.12.040 of the Covington Municipal Code is amended as follows:

1.

By deleting Paragraphs 1. and 2. of Subsection C thereof in their entirety and substituting in lieu thereof the following:

“1. The hours of operation for licensees for retail sales of alcoholic beverages for on-premises consumption shall be between the hours of eight a.m. and two a.m., Monday through Saturday, and between the hours of twelve-thirty p.m. and twelve midnight on Sunday.

2. No licensee shall in any manner dispense alcoholic beverages on the licensed premises between the hours of one-thirty a.m. and eight a.m., Monday through Saturday, nor on Sunday, except between the hours of twelve-thirty p.m. and twelve midnight.”

2.

This ordinance shall be effective as of the date of its enactment. All ordinances and parts of ordinances in conflict herewith shall be and the same are hereby repealed.

ENACTED AND ADOPTED this 17<sup>th</sup> day of February, 2014.

By: \_\_\_\_\_  
RONNIE JOHNSTON, Mayor

Attest: \_\_\_\_\_  
AUDRA M. GUTIERREZ, City Clerk

(CITY SEAL)

**Bid tabulation 1/8/2014**

**Fire Training Center Supply List**

**For Water Main and Fire Hydrant Installation**

1. Consolidated Pipe and Supply	\$24,191.30
2. Southern Pipe and Supply	\$24,637.45
3. Fortiline Waterworks	\$26,214.47
4. HD Supply Waterworks	\$25,604.77
5. United Supply	No Bid
6. Vellano Corporation	\$27,686.50



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Covington / Newton Fire Training Facility Piper Road Covington, GA	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> January 3, 2014	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Sunbelt Builders, Inc. 10641 Hwy. 36 Covington, GA 30014	<b>ARCHITECT'S PROJECT NUMBER:</b> <b>CONTRACT DATE:</b> September 03, 2013 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
Rain Days (7) added to project for November and December 2013 (see attached).

The original Contract Sum was	\$ 655,517.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 655,517.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 655,517.00

The Contract Time will be increased by Seven (7) days.  
The date of Substantial Completion as of the date of this Change Order therefore is February 23, 2014

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<b>ARCHITECT (Firm name)</b>	Sunbelt Builders, Inc.	City of Covington
<b>CONTRACTOR (Firm name)</b>	10641 Hwy. 36, Covington, GA 30014	<b>OWNER (Firm name)</b>
<b>ADDRESS</b>	<b>ADDRESS</b>	2194 Emory Street, Covington, GA 30014
<b>BY (Signature)</b>	<i>[Signature]</i>	<i>[Signature]</i>
<b>(Typed name)</b>	Steven C. Kapp	Ronnie Johnston
<b>DATE</b>	1.3.14	<b>DATE</b>



# November

## Covington / Newton Fire Training Facility

### Rain Log

<http://www.griffin.uga.edu/aemn/cgi-bin/AEMN.pl?site=GACV&report=rf>

18-Nov-13	0	0
19-Nov-13	0	0
20-Nov-13	0	0
21-Nov-13	0	0
22-Nov-13	0	0
23-Nov-13	0.36	0.36
24-Nov-13	0	0.36
25-Nov-13	0	0.36
26-Nov-13	1.08	1.44
27-Nov-13	0.16	1.6
28-Nov-13	0	1.6
29-Nov-13	0	1.6
30-Nov-13	0	1.6
1-Dec-13	0	1.6
2-Dec-13	0.13	1.73
3-Dec-13	1.14	2.87
4-Dec-13	0.16	3.03
5-Dec-13	0.2	3.23
6-Dec-13	0.14	3.37
7-Dec-13	0.04	3.41
8-Dec-13	0.09	3.5
9-Dec-13	0.22	3.72
10-Dec-13	0.11	3.83
11-Dec-13	0	3.83
12-Dec-13	0	3.83
13-Dec-13	0	3.83
14-Dec-13	0.6	4.43
15-Dec-13	0.03	4.46
16-Dec-13	0	4.46
17-Dec-13	0	4.46
18-Dec-13	0	4.46
19-Dec-13	0	4.46
20-Dec-13	0	4.46
21-Dec-13	0	4.46
22-Dec-13	2.64	7.1
23-Dec-13	1.14	8.24
24-Dec-13	0	8.24
25-Dec-13	0	8.24
26-Dec-13	0	8.24
27-Dec-13	0	8.24
28-Dec-13	1.38	9.62
29-Dec-13	0.72	10.34
30-Dec-13	0	10.34
31-Dec-13	0	10.34
1-Jan-14		10.34

2-Jan-13		10.34
3-Jan-13		10.34
4-Jan-13		10.34
5-Jan-13		10.34
6-Jan-13		10.34
7-Jan-13		10.34
8-Jan-13		10.34
9-Jan-13		10.34
10-Jan-13		10.34
11-Jan-13		10.34
12-Jan-13		10.34
13-Jan-13		10.34
14-Jan-13		10.34
15-Jan-13		10.34
16-Jan-13		10.34
17-Jan-13		10.34
18-Jan-13		10.34
19-Jan-13		10.34
20-Jan-13		10.34
21-Jan-13		10.34
22-Jan-13		10.34
23-Jan-13		10.34
24-Jan-13		10.34
25-Jan-13		10.34
26-Jan-13		10.34
27-Jan-13		10.34
28-Jan-13		10.34
29-Jan-13		10.34
30-Jan-13		10.34
31-Jan-13		10.34
1-Feb-13		10.34
2-Feb-13		10.34
3-Feb-13		10.34
4-Feb-13		10.34
5-Feb-13		10.34
6-Feb-13		10.34
7-Feb-13		10.34
8-Feb-13		10.34
9-Feb-13		10.34
10-Feb-13		10.34
11-Feb-13		10.34
12-Feb-13		10.34
13-Feb-13		10.34
14-Feb-13		10.34
15-Feb-13		10.34

Nov. 5 RAIN  
DAYS  
÷  
2  

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2 RAIN DAYS  
INCLUDED

3 RECORDED  
RAIN DAYS

Add  
1 Day to  
CALENDAR DAYS

December

**Covington / Newton Fire Training Facility**

**Rain Log**

<http://www.griffin.uga.edu/aemn/cgl-bin/AEMN.pl?site=GACV&report=rf>

18-Nov-13	0	0
19-Nov-13	0	0
20-Nov-13	0	0
21-Nov-13	0	0
22-Nov-13	0	0
23-Nov-13	0.36	0.36
24-Nov-13	0	0.36
25-Nov-13	0	0.36
26-Nov-13	1.08	1.44
27-Nov-13	0.16	1.6
28-Nov-13	0	1.6
29-Nov-13	0	1.6
30-Nov-13	0	1.6
1-Dec-13	0	1.6
2-Dec-13	0.13	1.73
3-Dec-13	1.14	2.87
4-Dec-13	0.16	3.03
5-Dec-13	0.2	3.23
6-Dec-13	0.14	3.37
7-Dec-13	0.04	3.41
8-Dec-13	0.09	3.5
9-Dec-13	0.22	3.72
10-Dec-13	0.11	3.83
11-Dec-13	0	3.83
12-Dec-13	0	3.83
13-Dec-13	0	3.83
14-Dec-13	0.6	4.43
15-Dec-13	0.03	4.46
16-Dec-13	0	4.46
17-Dec-13	0	4.46
18-Dec-13	0	4.46
19-Dec-13	0	4.46
20-Dec-13	0	4.46
21-Dec-13	0	4.46
22-Dec-13	2.64	7.1
23-Dec-13	1.14	8.24
24-Dec-13	0	8.24
25-Dec-13	0	8.24
26-Dec-13	0	8.24
27-Dec-13	0	8.24
28-Dec-13	1.38	9.62
29-Dec-13	0.72	10.34
30-Dec-13	0	10.34
31-Dec-13	0	10.34
1-Jan-14		10.34

2-Jan-13	10.34
3-Jan-13	10.34
4-Jan-13	10.34
5-Jan-13	10.34
6-Jan-13	10.34
7-Jan-13	10.34
8-Jan-13	10.34
9-Jan-13	10.34
10-Jan-13	10.34
11-Jan-13	10.34
12-Jan-13	10.34
13-Jan-13	10.34
14-Jan-13	10.34
15-Jan-13	10.34
16-Jan-13	10.34
17-Jan-13	10.34
18-Jan-13	10.34
19-Jan-13	10.34
20-Jan-13	10.34
21-Jan-13	10.34
22-Jan-13	10.34
23-Jan-13	10.34
24-Jan-13	10.34
25-Jan-13	10.34
26-Jan-13	10.34
27-Jan-13	10.34
28-Jan-13	10.34
29-Jan-13	10.34
30-Jan-13	10.34
31-Jan-13	10.34
1-Feb-13	10.34
2-Feb-13	10.34
3-Feb-13	10.34
4-Feb-13	10.34
5-Feb-13	10.34
6-Feb-13	10.34
7-Feb-13	10.34
8-Feb-13	10.34
9-Feb-13	10.34
10-Feb-13	10.34
11-Feb-13	10.34
12-Feb-13	10.34
13-Feb-13	10.34
14-Feb-13	10.34
15-Feb-13	10.34

Dec 9 RAIN  
Days Included

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15 RECORDED  
RAIN DAYS

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Add  
6 Days to  
Calendar Days

MAIN STREET PROGRAM SERVICE CONTRACT

STATE OF GEORGIA  
COUNTY OF NEWTON

This agreement ("Agreement") made and entered into effective as of \_\_\_\_\_, 2014 by and between the Covington-Newton County Chamber of Commerce, Inc., a Georgia non-profit corporation ("Chamber") and the City of Covington, a Georgia municipal corporation ("City").

WHEREAS, the City, as evidence by the Community Agenda component of the City's 2008-2028 Comprehensive Plan, supports having a vital Main Street program (the "Covington Main Street Program") as a component of the City's economic development strategy;

WHEREAS, the City finds that the Covington Main Street Program is an important component of the City's efforts to promote tourism;

WHEREAS, the City has certain obligations to the Georgia Department of Community Affairs' Office of Downtown Development ("DCA") to insure that the Covington Main Street Program is actively operated in accordance with DCA requirements;

WHEREAS, the City levies and collects certain taxes upon public accommodations within the City in accordance with O.C.G.A. § 48-13-51 ("Hotel/Motel Tax Revenues") to promote tourism within the City;

WHEREAS the Chamber is a qualified designee for receipt of certain Hotel/Motel Tax Revenues as both a private sector non-profit organization and a destination marketing organization as those terms are defined by O.C.G.A. § 48-13-50.2;

WHEREAS, the City is desirous of designating the Chamber as the recipient of certain Hotel/Motel Tax Revenues and contracting with the Chamber, as condition of such designation, to operate the Covington Main Street Program upon the terms and conditions contained herein and

WHEREAS, the Chamber is desirous of evidencing and acknowledging its agreement to accept the designation as the recipient of certain Hotel/Motel Tax Revenues and of contracting with the City to operate the Covington Main Street Program upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings hereinafter set forth, the parties hereto do hereby agree as follows:

1. Duties of Chamber. Throughout the term of this Agreement, and thereafter as expressly stated herein, and except to the extent of any DCA rule or regulation expressly to the contrary, the Chamber agrees to:

a. Assume and timely and fully fulfill all obligations to DCA of a Main Street designated sponsoring organization in accordance with all binding DCA rules and regulations and as more specifically set forth as the obligations of "Community" as defined in that certain Georgia Main Street Program Memorandum of Understanding executed by City on January \_\_\_\_, 2014, a copy of which is attached hereto at Exhibit "A" and incorporated herein by reference (as now or hereafter amended or extended the "DCA MOU");

b. Promptly execute such documentation as DCA may require from time to time to evidence Chamber's continued agreement to serve as the City's designated provider of the Covington Main Street Program, including, but not limited to, such Memoranda of Understanding, or any renewal or extension thereof, as DCA may require as of January 1, 2015 or thereafter during the term of this Agreement;

c. Maintain at all times the Chamber's status as a qualified designee for receipt of certain Hotel/Motel Tax Revenues as both a private sector non-profit organization and a destination marketing organization as those terms are defined by O.C.G.A. § 48-13-50;

d. Adhere to the Georgia Main Street Program's Minimum Standards as adopted by DCA from time to time;

e. Within one hundred twenty (120) days of the effective date of this Agreement, employ a paid professional Main Street Director who will be responsible for the day-to-day administration of the Covington Main Street Program ("Main Street Director"). In the event the Main Street Director position is vacated during the term of this agreement, the Chamber agrees as follows:

(i) to fill the position within one hundred twenty (120) days of any such vacancy;

(ii) to send the Main Street Director to manager's training as designated by DCA as soon as possible after the position has been filled;

(iii) to notify the City's City Manager within twenty (24) hours of a Main Street Director vacancy.

(iv) to appoint an interim Main Street Director until the vacancy can be filled.

f. Promptly and timely provide DCA and the City with all notices, information and copies of reports submitted by the Chamber to DCA and otherwise as necessary for the City or the Chamber to comply with the obligations of the Community (as defined in the DCA MOU) under the DCA MOU or any renewal, extension or successor agreement or memorandum of understanding between the City, the Chamber and the Georgia Department of Community Affairs regarding the Georgia Main Street Program.

g. Keep the City apprised of changes in leadership by furnishing and updating contact information for the chair, president, manager, and current Main Street Committee members, which include mailing addresses, phone, and email.

h. Expend funds and in-kind services for continuation of the Covington Main Street Program.

i. Implement a comprehensive approach to downtown revitalization following the Four-Point Approach recommended by the National Main Street Center and the Georgia Main Street Program, including development of annual written work plans for the Covington Main Street Program. The proposed program of work plan is to be submitted to City for review annually on or before March 31st. Upon request of the City, the Main Street Director shall meet with the City's Mayor and Council during the month of March to discuss such work plan.

j. Limit the Covington Main Street Program activities to the boundaries of the Main Street district as designated by the City from time to time.

k. Maintain a Main Street office with standard business operating hours within the Main Street boundaries.

l. Maintain data for monitoring the progress of the Covington Main Street Program, submit required quarterly progress reports using formats approved by the City, and provide other information requested by the City on or before the identified deadlines. Quarterly reports shall include a profit and loss statement for such period and a written update on the progress of the program of work and shall include an oral presentation to the City's mayor and council.

m. Maintain a committee, appointed by the Chamber, dedicated to consulting and advising the Main Street Director on the Main Street program of work and overseeing operation of the Covington Main Street Program.

n. To the extent that such laws are applicable to the Chamber, the Chamber shall comply with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1, et. seq., and the Georgia Open Records Act O.C.G.A. § 50-18-70, et. seq.

o. Within six (6) months following the end of every fiscal year of the Chamber of which the term was a part, provide City with a profit and loss report, financial statements, and review report prepared for the Chamber by an external certified public accountant.

p. In the event the Chamber is desirous of requesting that the City close any public streets, the Chamber shall, following approval of such request by the City's Police Department and Transportation Department and at least ten (10) days prior to the meeting of the city council at which such closure shall be considered, submit such request to the City's clerk.

2. Term. The term of this Agreement shall commence as of the date of last execution and shall end on June 30, 2014, unless earlier terminated by breach of Chamber of its obligations hereunder or by any party, with or without cause, upon ninety (90) days prior written notice, each to the other. This Agreement shall automatically renew absent the affirmative vote of any party not to renew and written notice of such non-renewal delivered to the other parties not less than thirty (30) days prior to the end of the then current term.

3. Consideration.

a. The Chamber shall submit a proposed line item budget to the City in March of each fiscal year setting forth its projected financial requirements for the next succeeding calendar year.

b. The proposed line item budget submitted by the Chamber shall be reviewed by the Mayor and Council of the City and approved at a level of funding which the City, in its sole discretion, may deem reasonable, necessary and adequate to allow the Chamber to fulfill its obligations under this Agreement.

c. Said funds may be distributed by the City to the Chamber on a monthly basis in the case of expenditures for normal maintenance and operations. Such funds may also be distributed to the Chamber at such other times or intervals as may be required for capital expenditures or in the case of abnormal maintenance and operations.

d. Said funds shall be in the amount of 40% of Hotel/Motel Tax Revenues that would be collected by the City at a Hotel/Motel Tax Revenues rate of 5% during such fiscal year.

e. In addition to the required line item budget and the requirements of Section 6, hereof, the Chamber shall submit to the City an annual expense report, to be received by the City on or before March 31 of the next succeeding year, of the Chamber's expenditure of Hotel/Motel Tax Revenues received by the Chamber pursuant to the provisions of O.C.G.A. §48-13-51(a)(3) in accordance with this Agreement. Such report shall include the name and description of each item for which such revenue was expended and the amount of expenditures for each item.

4. Default.

a. Failure on the part of the Chamber to (i) discharge its obligations under Section 1 hereof in a proper and timely manner or (ii) to remain solvent, shall constitute a breach of this Agreement and shall relieve the City of any obligation to provide further financial assistance to the Chamber for the Covington Main Street Program. For purposes of this paragraph, insolvency shall be defined as a reasonable belief on the part of City that the Chamber is insolvent (however evidenced), or has made any assignment for the benefit of creditors, or any proceeding is instituted by or against the Chamber alleging that the Chamber is insolvent or unable to pay debts as they mature. Likewise, failure of the City to provide financial assistance to the Chamber

as provided in Section 3 hereof, without cause, shall constitute a default under the terms of this Agreement and shall relieve the Chamber of any further obligation under this Agreement.

b. The parties acknowledge that they are parties to two (2) additional agreements, to wit that certain Service Contract with an effective date of July 1, 2009 for Chamber provision of tourism services for the City and that certain Service Agreement with an effective date of January 1, 2008 for Chamber provision of economic development services for the City (the "Tourism and Economic Development Agreements"). Chamber acknowledges that its breach of either of the Tourism and Economic Development Agreements, or of any successor agreements between the parties regarding the same subject matter, to (i) expend funds only for purposes set forth in either such agreements, or (ii) to make materially accurate financial reporting to the City as required under such agreements, shall constitute a breach of this Agreement.

5. Status. It is expressly understood that the Chamber shall at all times operate as an independent contractor and shall not at any time be the agent or employee of the City. The Chamber agrees that employees, if any, hired by the Chamber in order to discharge its duties under this Agreement shall be solely dependent upon the Chamber for compensation and all other benefits that may arise from such employment either by contract or by the law, and that such employees shall in no way be compensated by the City.

6. Books and Records. The Chamber shall maintain books and records accounting for the distribution and expenditure of all funds received from the City, and the same shall be open to the City, its agents and representatives, at all reasonable times for purposes of audit and inspection.

7. Non-Assignability. The Chamber shall not transfer, assign or sub-contract its duties or obligations hereunder to any other firm, person, corporation or other entity without first securing the prior written consent of the City, which consent City may withhold or delay in its sole discretion.

8. Miscellaneous Provisions.

a. The failure to enforce any breach of this Agreement by either party shall neither constitute a waiver as to the right to require that performance of such defaulted obligations nor waive any future breach of this Agreement.

b. This writing terminates and supersedes all prior agreements between the parties hereto pertaining to the subject matter hereof, whether oral or in writing, and constitutes the entire Agreement between the parties hereto, subject only to modification by subsequent writing of equal formality with this instrument executed by the parties hereto and making reference to this Agreement.

c. The terms and conditions of this Agreement are separate and severable, and, if for any reason any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this agreement shall remain valid and in full force and effect.

d. Time is of the essence in the performance of the terms of this Agreement.

e. The parties hereto each warrant and represent to the other that they have been duly authorized by their respective governing bodies to enter into and execute this Agreement.

f. The parties acknowledge that the recitals contained in this Agreement are true and correct.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers and representatives effective as of the day and year first above written.

**CITY OF COVINGTON**

BY: \_\_\_\_\_  
Ronnie Johnston, Mayor

Attest: \_\_\_\_\_  
Leigh Anne Knight, City Manager

(CITY SEAL)

**COVINGTON-NEWTON COUNTY  
CHAMBER OF COMMERCE, INC.**

BY: \_\_\_\_\_  
Hunter Hall, President

Attest: \_\_\_\_\_  
Sherry Dudley, Office Manager

(CORPORATE SEAL)



**HANGAR GROUND LEASE AGREEMENT**  
**(Existing Hangar)**

THIS GROUND LEASE AGREEMENT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF COVINGTON, a Georgia municipal corporation, ("Lessor"), and \_\_\_\_\_ ("Lessee").

W I T N E S S E T H

WHEREAS, Lessor owns the Covington Municipal Airport ("Airport");

WHEREAS, Lessor is desirous of leasing certain real estate at the Airport to Lessee for the purpose of enhancing the Airport and its operations;

WHEREAS, Lessee is desirous of leasing such real estate from Lessor for the purpose of maintaining thereon a \_\_\_\_\_ square foot aircraft Hangar.

NOW THEREFORE, in consideration of the Property and the mutual benefits flowing to the parties pursuant to the terms hereof, Lessor and Lessee hereby covenant and agree as follows:

1. **LEASE AND ACCEPTANCE.** The Lessor, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee to be performed, hereby demises and lets to the Lessee and Lessee leases and takes from Lessor certain real property, a more complete and accurate description of which is attached hereto as Exhibit "A" and by reference made a part hereof (the "Property"). The Property is known under the system of street numbering currently in use as \_\_\_\_\_ (insert address of the Property).

Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs restorations upon or to the Property or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Property by Lessee, its successors and assigns.

2. **TERM.** This agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Lease Commencement Date") and shall terminate at midnight on the tenth anniversary of the Lease Commencement Date. A "Lease Year" shall be those twelve months commencing

upon the month of the Lease Commencement Date, or each anniversary thereof, and continuing for the eleven consecutive months thereafter.

3. **RENTAL.** During the term of the Lease, Lessee shall pay unto Lessor the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) per month as rent for the Property commencing \_\_\_\_\_, 201\_\_\_\_. Commencing on the fifth (5<sup>th</sup>) anniversary of the Lease Commencement Date, the monthly rental shall be adjusted by adding, but in no event subtracting, the CPI Adjustment Amount as hereinafter defined and rounding such amount to the nearest five (\$5.00) dollars. In no event shall the CPI Adjustment Amount for Lease Years 7, 8, 9 and 10 exceed an amount equal to an annual average increase of five percent (5%) per year. The CPI Adjustment Amount shall be equal to the product obtained by multiplying (a) the monthly rental for the first month of this Lease, by (b) the percentage increase or decrease in the "CPI" as hereinafter defined, from the Lease Commencement Date through the anniversary date. "CPI" shall mean the Consumer Price Index, All Urban Consumers, U. S. Cities Average, All Items (1982-1984 + 100), published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is not available on the Lease Commencement Date or any anniversary date, the CPI last published immediately preceding the Lease Commencement Date and such anniversary date shall be used. The monthly rental shall be due on the first day of the month and if not paid by the fifth day, there shall be a late charge of 5% of such monthly rental due for such month. Rent payments shall be made to any party designated by Lessor upon written notice to Lessee. In the event Lessee prepays rent for any Lease Year in full at the time the monthly rental for the first month of such Lease Year is due, rental for such Lease Year shall be discounted by 10%.

The monthly rental above stated initially includes \$ \_\_\_\_\_ for the amount of the City of Covington's storm water utility fee initially allocable to the Property. Lessee's obligation for stormwater utility shall be calculated on a pro rata basis dividing the Property by the total of all building and leaseable (non-transient) tie-downs footprint area at the Covington Municipal Airport. In the event the amount of the City of Covington's storm water utility fee allocable to the Property increases during the term hereby granted, the amount of the monthly rental shall increase proportionately commencing the month following such adjustment. In the event the stormwater utility fee allocable to the Property for any calendar year is increased during a Lease Year, the amount of monthly rental for the remainder of such calendar year shall be increased to the extent necessary in order for Lessee to fully pay the storm water utility fee allocable to the Property for such calendar year.

4. **LESSEE TO PAY RENT.** The Lessee shall, during the term hereby granted, pay to the Lessor the net rent herein reserved and such additional other sums as may become payable by reason of any of the covenants herein contained on the Lessee's part to be performed, at the times and in the manner limited and prescribed herein for the payment thereof.

5. **IMPROVEMENTS.** Plans and specifications for all major repairs, construction, alterations, modifications, additions or replacements (hereinafter referred to as "improvements") undertaken by the Lessee shall be submitted to and require the written approval of the Lessor's designee (the "Airport Manager"), and no such work shall be commenced until such written approvals are obtained from the Airport Manager, which approval shall not be

unreasonably withheld or delayed. Airport Manager shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore. Upon completion of any improvements, Lessee shall provide Airport Manager two (2) completed sets of as-built drawings. Lessee agrees that upon request of Airport Manager, Lessee will inspect the improvements jointly with Airport Manager to verify the as-built drawings.

If Lessee makes any improvements without Lessor approval, then, upon notice to do so, Lessee shall remove the same or, at the option of Lessor, cause the same to be changed to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Lessor may effect the removal or change and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, it will neither give or grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.

6. **USE OF THE PROPERTY, MAINTENANCE AND REPAIR.** The Hangar/Hangar shall not be used for fuel/oil sales or any other revenue producing activities in direct competition with Lessor's airport operations.

Lessee shall throughout the term if this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Property and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

- a. keep at all times, in a clean and orderly condition and appearance, the property, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Property;
- b. provide and maintain on the Property all obstruction lights and similar devices, and safety equipment required by law;
- c. repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water or other parts of the Property caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and to remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;

- d. take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Property not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas;
- e. be responsible for the maintenance and repair of all utility service lines placed on the Property and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers;
- f. provide all necessary utilities to the Property at Lessee's sole expense;
- g. refrain from fueling on the Property;
- h. refrain from utilizing any kerosene or gas fired heaters or any type of open flame heaters or apparatus;
- i. refrain from starting or running any aircraft engine inside the Hangar.

In the event Lessee fails: (a) to commence to maintain, clean repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from Lessor to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventative maintenance, (b) or within a period of ninety (90) days of the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Agreement then, the Lessor may, as its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Property, and repair, replace, rebuild or paint all or any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Lessor or other tenants at the Airport, and the Lessor so states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay the Lessor the cost and expense of such performance on demand. Furthermore, should the Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the Lessor's sole gross negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the Lessor any obligations to maintain the Property, unless specifically stated otherwise herein.

7. **INGRESS AND EGRESS.** Lessee shall have the right of ingress and egress to and from the Property and the public landing areas at the Airport by means of connecting taxiways,

to be used in common with others having rights of passage thereon, except when the Airport is closed to the public. Lessee may at Lessee's sole expense provide access to the public landing areas and connecting taxiways by constructing, if necessary, an access taxilane, or by some other means, which is approved in writing by the Airport Manager. All taxilane(s) shall be constructed in accordance with Federal Aviation Administration (FAA) standards/guidelines. Lessee shall submit plans and/or detailed engineering drawings suitable for Airport Manager to evaluate proposed access taxilane or other means of access. Said plans shall be submitted no less than thirty (30) days prior to beginning construction of any access system. Approval by Airport Manager of said plans shall not limit Lessee's responsibility to obtain all necessary local, state, and federal permits or other documents.

The use of any such roadway or taxiway shall be subject to the Rules and regulations of the Airport which are now in effect or which may hereafter be promulgated. Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Property remains available to the Lessee whether within the Property outside the Property at the Airport unless otherwise mandated by safety considerations or lawful exercise of police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property or in any streets or roadways near the Property.

8. **ASSIGNMENT.** Lessee may not assign or sublease this Lease (including as security for any leasehold mortgage) without the prior written consent of the Lessor, which consent may be withheld by Lessor in its reasonable discretion, provided further that any approved assignment or sublease shall relieve Lessee or its obligations hereunder. In the event Lessee shall desire to assign this Lease, then Lessee shall (i) promptly notify Lessor in writing of such desire, identifying such assignee, and furnishing Lessor with financial information about such proposed assignee and (ii) simultaneously pay to Lessor a non-refundable processing and review fee in the amount of \$100.00.

9. **ORDINANCES AND REGULATIONS.** Lessee shall, at its own cost and expense, promptly observe and keep all laws, rules, orders, ordinances and regulations of the federal, state and city governments and any and all of their departments and bureaus and those of any other competent authority applicable to said Property; and shall promptly comply with all laws, rules, orders, regulations and requirements of the Board of Fire Underwriters or any similarly constituted body, and will use no part of said Property for any unlawful purposes. Lessee shall hold Lessor harmless of all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be

imposed because of the failure of the Lessee to comply with any law, rule, order, ordinance or regulation as aforesaid.

Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, **40 CFR. Part 122**, for “vehicle maintenance shops” (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it conducts or operates “vehicle maintenance” (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

The Lessee shall be solely responsible for the proper management, storage and disposal of hazardous substances and hazardous wastes used, generated stored, disposed, treated, or caused to be present on the leased premises by the activities of the Lessee. Notwithstanding any other provision of the Lease, the Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the leased premises of hazardous substances, extremely hazardous substance, or hazardous wastes, shall provide all notices to appropriate authorities and to Lessor of any releases to the environment of hazardous substances, extremely hazardous substance, or hazardous wastes, and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. The Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations. The Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by the lessee, its invitees, employees, agents, or contractors of any hazardous substances, extremely hazardous substance, or hazardous waste, oil or toher petroleum based substance.

10. **LESSOR PROTECTED FROM CLAIMS OR DAMAGES**. The Lessee, from and after the date of the commencement of the term of this Lease, assumes sole responsibility, indemnifies Lessor, holds Lessor harmless and incurs all liability for any and all injury, claims, suits, damages or causes or action for damages, to any person or property arising out of the use and occupancy of the Property by the Lessee or persons holding under the Lessee, its employees, agents, servants, contractors and materialmen and successive subcontractors and materialmen, including, but not limited to, injury caused by any act or omission of any person while on the Property, and against any orders or decrees of judgment which may be entered therein, brought for damages or alleged damages resulting from such use and occupancy of the Property and improvements thereon during the term hereby demised by any person or persons whatsoever. Lessee indemnifies Lessor and hold it harmless from any claim, suit, or demand arising out of any improvements to the Property or any indebtedness or obligations incurred by Lessee in making such improvements to the Property.

11. **HAZARD INSURANCE, DAMAGE OR DESTRUCTION**. To safeguard the interest of Lessor, the Lessee at its sole cost and expense shall procure and maintain throughout the term of this lease insurance coverages and protection for “all risk” coverage on the structure

and improvements of which the Property is a part, to the extent of one hundred percent (100%) of the actual replacement cost thereof, in insurance companies licensed to do business in the State of Georgia. If said insurance company becomes financially incapable of performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy as previously provided.

The above stated property insurance shall name the Lessor as Additional Insured, provide thirty (30) days notice of cancellation or material change, by registered mail, to the Landlord and have a deductible amount not to exceed one thousand dollars (\$1,000.00) per occurrence.

The Lessee shall provide a copy of the above stated property insurance policy to the Landlord at least seven (7) days after the inception of the Lease Agreement. Upon the failure of the Lessee to obtain or maintain such insurance as above provided, the Lessor, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder or may declare a default hereunder pursuant to Section 19 herein.

In the event any improvements, insurable or uninsurable, on the Property are damaged or destroyed (except damage or destruction caused by Lessee as set forth herein to the extent they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair, rebuild or replace the damaged or destroyed portion of the Property as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement.

In the event of damage or destruction to any of the improvements upon the Property, the Lessor shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Upon the failure of Lessee to repair or rebuild the Lessor may, as agent of the Lessee, repair or rebuild such damage or destruction at the expense of Lessee which expense shall be due and payable on demand.

Upon completion of all the work, the Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the Lessee and said costs are fair and reasonable and said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient the Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release the Lessee from any of its repair, maintenance or rebuilding obligations under this lease.

Lessee shall, at its expense, repair and replace any and all fixtures, equipment and other personal property necessary to properly and adequately continue its airport business on the Airport, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. During such period of repair or reconstruction, the rentals provided for elsewhere herein shall be proportionately abated during the period from the date of such damage, destruction or loss until the same is repaired, replaced, restored or rebuilt, provided, Lessee does not use said damaged Property or the location thereof for any purposes other than the repair or rebuilding of same. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. The proportional amount of reduction of rentals will be determined by the Lessor. Lessee agrees that such work will be

promptly commenced and prosecuted to completion with due diligence; subject to delays beyond Lessee's control.

In the event the improvements on the property are damaged or destroyed by fire or other cause by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect, notwithstanding the provisions of this Section 11, and the Lessee shall repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes at the time of repair or rebuilding.

12. **LIENS.** Lessee shall not incur any encumbrance that could result in a lien or claim of lien against the Property or this Lease. If any mechanics' or other liens or orders for the payment of money shall be filed against the Property, this Lease or any improvement thereon by reason of, or arising out of any labor or material furnished to, or for the Lessee at the Property or for or by reason or any change, alteration or addition, by Lessee, or the cost or expense thereof, or any contract relating thereto, or against the Lessor as fee owner thereof by reason of such work or contract relating thereto, or against the Lessor as fee owner thereof by reason of such work or contract of Lessee, Lessor shall have option, exercisable by Lessor in its sole discretion, of terminating this Lease in accordance with Section 14 hereof. In the event Lessor does not so elect to terminate this Lease, the Lessee shall cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of the Lessee, within seven (7) days of the filing of such lien. Lessee shall defend on behalf of the Lessor, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and the Lessee will pay any damages and discharge any judgment entered therein and hold harmless the Lessor from any claim or damage resulting therefrom. 13.

13. **LIABILITY INSURANCE.** Lessee shall maintain throughout the term of this Lease a policy for the Property of commercial general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence, no aggregate, with such deductible as Lessee may reasonably elect. Lessee shall cause the insurer to name Lessor as an additional insured. The policies required herein shall be issued by companies authorized to do business in the state of Georgia. Copies or certificates evidencing coverage shall be furnished to Lessor upon request.

14. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Lessor shall notify, authorize and direct the taxing authority and collector to send to Lessee all tax bills and assessments on Lessee's improvements, or Lessor shall timely forward to Lessee all such tax bills and assessments. Lessee covenants and agrees to pay or have paid throughout the term of this Lease, before any fine, penalty or costs be added thereto for non-payment thereof, all levies, real estate taxes, ad valorem taxes, water and sewerage charges and similar charges and to make all payments on account of special or general assessments against the Hangar and other leasehold improvements upon the Property (all of which are referred to in this Lease as "taxes" or "tax") which are levied or assessed against the leasehold improvements upon the Property, or any part thereof, and which may become payable during the term as aforesaid, whether such taxes are ordinary or extraordinary, when they shall respectively become due and payable. Written



evidence of the payment of said taxes and special assessments shall be furnished by the Lessee to the Lessor upon Lessor's written request therefore.

15. **CONDEMNATION.** In the event all or any portion of the Property shall be expropriated by a public or quasi-public authority so as to render the Property unsuitable for Lessee's use, Lessee shall have the option, in Lessee's reasonable discretion, to terminate this Lease as of the date Lessee shall be deprived thereof. In the event that this Lease shall be terminated pursuant to this paragraph, any rental and other charges paid in advance shall be refunded to Lessee. Lessee shall be entitled to any award made by reason of expropriation of Lessee's improvements on the Property, or any part thereof, by public or quasi-public authority, and Lessee shall be entitled to seek an award from the condemning authority for damages to its Leasehold interest created hereby.

16. **DEFAULT CLAUSE.** (i) If the Lessee shall default in the payment of rent on the date of payment as hereinabove provided, and if such default shall continue for a period of twenty (20) days, after receipt of written notice thereof, or (ii) (except as otherwise herein provided) in the event that Lessee shall default or fail in the performance of a covenant or agreement to be performed by it under this Lease or under those rules and regulations for operation of the Covington Municipal Airport specified at Section 32 of this Lease, and such default shall not have been cured for a period of thirty (30) days after receipt of written notice, (iii) if the Lessee in possession shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent by any court, or file a petition for reorganization or an arrangement under the National Bankruptcy Act or any state Insolvency Act, or a receiver or trustee for its property shall be appointed in any proceeding other than a bankruptcy proceeding, and such appointment shall not be vacated within ninety (90) days after it has been made, or (iv) if the Lessee shall default or fail in the performance of a covenant or agreement to be performed by it under Sections 10, 12 or 18 of this Lease, then after service of written notice informing Lessee of termination of this Lease, it shall be lawful for the Lessor, at its option, to terminate this Lease and to enter into said Property or any part hereof, and expel the said Lessee or any person or persons occupying said Property, and so to repossess and enjoy the said Property.

Should the Lease term at any time be ended under the terms and conditions hereof, or in any other way, Lessee hereby covenants and agrees to surrender and deliver up the Property peaceably to the said Lessor immediately upon the termination of said term.

In the event of termination of this Lease pursuant to the provision of this Section 16, the Lessee shall remain liable for the equivalent of the amount of all net rent reserved herein less any amounts received by Lessor from reletting, if any, after deducting therefrom the reasonable cost of obtaining possession of the Property and of any repairs and alterations necessary to repair them for reletting. Any and all monthly deficiencies so payable by the Lessee shall be paid monthly on the date herein provided for the payment of rent, with interest at the rate of 7% per annum.

In addition to the right to terminate, and all other rights and remedies set forth in this Section 16, Lessor shall also have the other rights and remedies which may be available under the laws of the State of Georgia, including the right to retain as liquidated damages for any

breach or default of Lessee, any rents which may have been prepaid by Lessee, and the right to have and recover of Lessee all expenses reasonably incurred by Lessor consequent upon any such breach or default of Lessee, including reasonable attorneys fees.

17. **NOTICES.** Any notice which, under the terms of this Lease or by any statute or ordinance now or hereafter in force, may or must be given shall be effective only if given by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

**To Lessor:** City of Covington  
P. O. Box 1527  
Covington, Georgia 30015-1527

**To Lessee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **LEASEHOLD MORTGAGES.**

Lessee shall not mortgage or pledge the Property or its interest in this Lease as security for any debt.

19. **LESSOR'S TITLE.** Lessor warrants and represents to Lessee that the Lessor is lawfully seized of the entire Property and has fee simple title to the Property; that the same is subject to no encumbrances, liens or defects in title, or leases or tenancies or agreements affecting the rights granted to Lessee in this Lease. Lessor covenants and warrants that Lessor has full right and lawful authority to enter into this Lease for the full term aforesaid, and that subject to the terms of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Property throughout the Lease term, free from hindrance or interference by anyone.

20. **TRIPLE-NET LEASE.** It is understood and agreed between the Lessor and Lessee that this is a "triple-net lease", and that the Lessee, during the period hereof, is to do all things and make all payments connected with or arising out of any occupancy of the Property or any part thereof, or its appurtenances, appliances and utilities, and that under no condition or contingency is the Lessor to be called upon to do or perform any act or acts or be subject to any liabilities or responsibilities or to make payments with respect to the Property or any part thereof, except as otherwise provided herein.

21. **LESSOR'S RIGHT TO CURE DEFAULTS.** Lessee will permit Lessor and its authorized representatives exhibiting proper credentials to enter the Property at all reasonable times for the purposes of making any necessary repairs thereto and performing any work required to be done by Lessee as provided herein, in the event that Lessee shall fail to cure a default by Lessee in making such repairs or performing such work within thirty (30) days after notice from Lessor in writing. Nothing herein shall imply any duty on the part of the Lessor to do any such work.

**22. TITLE TO IMPROVEMENTS, SECURITY INTEREST.** It is understood and agreed that any improvements erected on the Property, including, but not limited to the Hangar, furniture, furnishings and equipment therein, shall remain the property of the Lessee so long as this Lease shall continue in force and effect. Lessee hereby grants to Lessor a first priority security interest in the Hangar and all of Lessee's furniture, fixtures, equipment, inventory, goods, merchandise and other personal property now or hereafter located on the Property and upon the proceeds of any insurance with respect to such property as security for rent and all other sums due and to become due under this Lease for the remainder of the Term or in connection with any default by Lessee hereunder, which security interest shall not be in lieu of or in any way affect any statutory lien given to Lessor by law, but shall be cumulative thereto. In the event Lessee is in default under this Lease, Lessor may, in addition to any other remedies provided for herein or at law or in equity, (i) take possession of all of Lessee's property on the Property and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, and for such prices and terms as Lessor deems best, with or without having the property present at such sale, or (ii) exercise any other rights and remedies accruing to a secured lender under the Uniform Commercial Code. Lessor shall have the right to become the purchaser at any such sale. Any notice required to be given by Lessor of a public or private sale or other disposition of such property or any other intended action of Lessor with respect to such property may be given to Lessee in the manner provided in this Lease for the giving of notices at least five (5) business days prior to such proposed action and, if so given, shall constitute reasonable and fair notice to Lessee of such action. Notwithstanding any other provision herein, Lessee expressly acknowledges and agrees that Lessor shall not and shall not be deemed to accept a surrender or abandonment of the Property by exercising its rights under this section, nor shall any action of Lessor constitute a termination of this Lease without express written notice thereof to Lessee. Upon request by Lessor, Lessee shall execute and deliver to Lessor Uniform Commercial Code financing statements in form and substance sufficient to perfect the security interest granted herein.

**23. SURRENDER, ABANDONMENT.** Lessee shall not vacate or abandon the Property or the improvements at any time during the lease term. If Lessee abandons, vacates, or surrenders the Property or the improvements, or is dispossessed from same by process of law, or otherwise, any personal property belonging to Lessee and left in or on the Property or the improvements shall be deemed to be abandoned, at the option of Lessor.

Lessee covenants and agrees, at the termination of this Lease, whether by limitation, forfeiture, or otherwise, to quit, surrender and deliver to the Lessor possession of the Property. On any expiration or other termination of this lease agreement, Lessee shall quit and surrender the Property in good order and condition, except for ordinary wear and tear, and at its cost and expense shall repair any damage caused by such removal.

Provided Lessee is not in default of its obligations under this Lease at such time as the term is ended, Lessee shall have the right and option, for a period thirty (30) days following the end of the Lease term, to remove all of Lessee's improvements to the Property including the Hangar, and any personal property belonging to Lessee or third parties, which can be so removed

without material damage to the Property. Any improvements not removed in full by such date shall be deemed abandoned and shall become property of Lessor.

24. **HOLDING OVER.** In the event the Lessee shall continue to occupy the Property after expiration of the demised term, such holding over shall be deemed to constitute a tenancy from month to month on the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be one from year to year.

25. **ARTICLE HEADINGS.** The Article headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provision of this Lease.

26. **WAIVERS.** No waiver of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof by either party. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any occasion shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law, or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time, or separately.

27. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. **CUMULATIVE REMEDIES.** All rights and remedies of the Lessor herein enumerated shall be deemed cumulative and none shall exclude any other right or remedies allowed by law and such rights and remedies may be exercised and enforced currently and whenever and as often as the occasion therefore arises.

29. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Georgia and be binding upon the inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns and shall be amended except pursuant to a written agreement signed by the Lessor and Lessee. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies existing at law or equity.

30. **AIRPORT RULES AND REGULATIONS.** Lessor has adopted certain rules and regulations for operation of the Covington Municipal Airport, which regulation may be amended by the City from time to time. Such rules and regulations are imposed for the mutual safety, well being and protection of the Lessor, Lessee, and other airport tenants and users. Lessees execution of this lease evidences Lessee's agreement to such rules and regulations.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by its duly authorized officer, the year and day first above written.

Signed, sealed and delivered  
in the presence of:

LESSOR  
**CITY OF COVINGTON**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BY: \_\_\_\_\_  
AS: Mayor/City Manager (Select One)

\_\_\_\_\_  
Notary Public-State of Georgia  
My Commission Exp.: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
ATTEST: \_\_\_\_\_  
City Clerk

(SEAL)

Signed, sealed and delivered  
in the presence of:

LESSEE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BY:  
AS:

\_\_\_\_\_  
Notary Public-State of Georgia  
My Commission Exp.: \_\_\_\_\_  
(SEAL)

(SEAL)

D&J's Trenching Services Inc.  
Elizabeth Street Area Water Main Replacement  
Unforeseen Utility Conflicts

West Dr Station 8+18 - Storm Utility conflict @ Adams St - this required additional bends and mega lugs and time

5146 West Dr - Unable to bore large tree as required on plans because the City was afraid it would harm the tree so we had to cut the road to install pipe - this required additional concrete and asphalt and time

Hartsook Dr Station 8+00 - Storm Box and Drain conflict - this required us to extend the Fire Hydrant (FH) and time

Dearing St Station 0+00 @ Floyd St - we jack hammered 10" thick concrete where indicated by City but encountered a Storm Box conflict which caused us to have to move and jack hammer 10" thick concrete again - this required us to repair an 18" concrete pipe and time

N Dearing St Station 4+90 - Storm Utility conflict - this required more bends and mega lugs and time

Addresses 5144 & 5122 N Dearing St - Gas and Sewer Utility conflict - no sewer was marked and only 1 gas line marked but there were 2 - this required using short pieces of pipe to get under water and sewer lines because the pieces coming out of valve were higher than utilities and additional time. The Gas conflict required us to take out a Storm Drain crossing to make room for pipe installation, this also required additional time.

Had to rebuild a Storm Box that collapsed when installing FH - this required additional materials and time

Addresses 4124 & 4133 Rose Lane Station 3+00 - City wanted meter boxes moved closer to road - this required additional PVC and time

Phedora St Station 1+60 - City thought FH was to close to ditch and wanted it pushed back but caused a 30" Storm Utility conflict - this required us to tunnel under the pipe and thread 6" pipe under storm drain to accommodate FH and valve, additional material and time.

Elizabeth St Stations 1+00, 2+00, & 3+00 - Gas Utility conflict - required more bends and mega lugs and time

Elizabeth St Station 7+59 (4175) - Storm Drain Utility conflict - required additional time

Campbell St - Sewer Utility conflict - required additional materials and time  
Elizabeth St (from Phedora St to Newton Dr) - Sewer Utility conflict - the required an extension of FH, additional Sub-contractor work to mill road (684 LF), additional materials (crush-n-run, concrete, asphalt) and time (road compaction), we also had to shut down to wait on City to make a decision about how to proceed.

We stopped work there and began from Newton Dr moving toward Floyd St where we encountered a Sewer Utility conflict on 6" clay pipe - this required additional materials and time. We also had a Storm Utility conflict which required us to extend the FH using additional materials and time.

Cook St Station 0+00 - Gas, Sewer, & Storm Utility conflict - required us to move waterline and also cut sewer line, additional materials and time

Addresses 5134 & 5144 Cook St - the City wanted the FH moved to property line which caused a 24" Storm Utility conflict - this required us to extend the FH, also additional materials (restrained joints) and time

Cook St - Sewer & Storm Utility conflict - this required us to move concrete storm pipe to lay water line, additional materials and time

Cook St Staion 7+64 - Sewer & Storm Utility conflict - this required us to go around vault

Addresses 6136 & 6142 Gordy St - Ditch line Utility conflict - this required us to extend FH, additional materials and time

Peoples Bank - unmarked sprinkler lines - this required additional materials and time

Gordy St @ Hwy 278 Station 7+30 - City wanted to move valve closer to plug - this required us to raise FH, additional materials and time

Grody St - Water Utility conflict - doing water service punch water started shooting out hole caused by the vibration of punch and from a very old repair done there - this required us to cut a section of road which required additional materials (concrete, gravel, asphalt) and time (compacting)

5264 Adams St - Sewer & Storm Utility conflict - this required additional materials and time

5278 Adams St - Gas Utility conflict - unmarked gas service, we took off some coating had to wait on gas department to repair - this required additional time

5209 Hazel St drive-way was improperly marked for replacement - this required additional sub-contractor charges, materials and time



PLANNING COMIM:

Sec: 16.12.020 Members not less than 5 no more than 9. Meets 2<sup>nd</sup> Tues. Monthly 3 year terms. Members are residents of the City

	Appointed	Address	Home /Business phone	Cell Phone	Expiration	Preferred Correspondence
CHR. LEE ALDRIDGE	Feb-11	7219 LOUISE STREET	770-786-3122		7/1/2013	Mail or phone
JOHN TRAVIS	Feb-11	P. O. BOX -1801/ 2120 Washington St.		C770-595-6661	7/1/2013	email
V.CHR. RAY McFADDEN	Feb-11	6215 CRESTVIEW DRIVE	770-786 -7118		7/1/2013	email
RUJEL PARKER	Feb-11	8321 FAIRWAY DRIVE	H770-786-2161	C404-580-0789	7/1/2013	email
GREG SHY	2009	7143 LAETER STREET		C770-359-7925	7/1/2015	email
PAMELA MAXWELL	May-12	3135 PONDEROSA DRIVE	W678-625-1655	C678-768-4047	7/1/2015	email
JONATHAN PASCHAL	Apr-11	2207 E. CONYERS STREET	H678-658-9608	C404-316-1082	7/1/2015	email

Have been contacted and will continue to serve if appointed

**BOARD OF ADJUSTMENTS AND APPEALS (BOAA):**

Membership not less than 5, not more than 9 3 year term  
 Section:16.12.160 Mayor & Council appt.

	Appointed	Address	Home phone	Cell Phone	Preferred	
					correspondence	Expiration
LEE ALDRIDGE	Feb-11	7219 LOUISE STREET 30014	770-786-3122		Phone/Mail	12/31/2013
FRED HARWELL	Feb-11	6161 FARMINGTON LAINE SE 30014	770-786-0646	C678-231-1305	Email	12/31/2013
LIZ POPE	Originally 2008 Reappointed 4/2012	2115 USHER STREET	770-786-1095		Email	12/31/2015
HILLARY EDGAR	Feb-12	P.O. Box 187		C404-281-8283	Email	12/31/2015
CHR. SID HAGGARD	Originally 2009 Reappointed 4/2012	10139 Malcolm Dr SE. 30014	770-786-3620	C678-644-7240	Email	12/31/2015
V.Chr. JACK CLARK	Originally 2009 Reappointed 4/2012	6248 CRESTVIEW DR. / PO Box 2537			Email	12/31/2015

Have been contacted and will continue to serve if appointed

**COVINGTON REDEVELOPMENT AUTHORITY (CRA):**

Established 2009. 9 members w/3 year terms

	Appointed	Address	Home phone	Cell phone	EXPIRATION
MATT HARRIS	Feb-11	5168 PRATT ST.	678-520-2390		2 yr - 12/31/12
CHR. JUANITA (NITA) THOMPSON	2009	5119 Walnut Street, SW.	H770-786-2490	C770-298-1363	3 yr - 12/31/12
CAMIE MELLER	2/2011	2108 MONTICELLO ST.	503-317-0847		3 yr - 12/31/13
SCOTT SIROTKIN	Dec-11	6195 CHERRY VALLEY DR	678-625-1657 -Office		3 yr - 12/31/14
ROSELYN OSUAGWU	12/2011	5196 TEW LANE	678-294-8529		3 yr - 12/31/14
ROGER SMITH	Appointed 2011, RE-4/2012	10144 CARLTON TRAIL	770 787 2142		3 yr - 12/31/15
KIM CARTER	Apr-12	3117 FLOYD STREET	H 770-786-4493		3 yr - 12/31/15
ELISHA HUNT	4/2012	6116 WASHINGTON ST	H770-784-1592	C770-861-5236	3 yr. - 12/31/15

Emails: Michelle-emcitaly@yahoo.com; Clay-clay.newman@integrated-power.com; Roger-smithroger@bellsouth.net; ssirotkin@co.newton.ga.us; nita\_thompson@bellsouth.net; Matt-msharris@yahoo.com; Asher-asherdozier@hotmail.com; Camie-carniemeller@gmail.com; Roselyn-osuagwu@gmail.com; Kim-Kimcarter@business-works.us; Elisha-huntelisha@gmail.com

Have been contacted and will continue to serve if appointed

**HISTORIC PRESERVATION:**

City residents-interest, education or aptitude in history, architecture, historic resource preservation  
 Code Section 16.520 - 9 members meets monthly 1<sup>st</sup> Wed. 7p.m. 3 year term, staggered  
 Mayor & Council appt. Max- two consecutive terms

	Appointed	Address	Phone	Cell	Preferred Correspondence	Expiration
JUANITA R. THOMPSON	2010	5119 Walnut Street, SW.	H770-786-2490	C770-298-1363	Email	12/31/2012
V. CHR. JUDY HOOTEN	Feb-11	2140 EAST ST, NE 30014	770-786-6640		Email	12/31/2013
CHR. JENNIFER LONG	Feb-11	4104 FLOYD ST	678-625-3557		Email	12/31/2013
LISA HANSON	Feb-11	1184 FLOYD STREET	H770-787-7785	C678-787-2584	Email	12/31/2013
JONATHAN PASCHAL	Appointed 2/2011, RE - 4/2012	2207 E. CONYERS ST	H678-658-9608	C404-316-1082	Email	12/31/2015
JOSEPHINE BROWN	Apr-12	3217 WEST STREET	770-786-8018		phone/mail	12/31/2015
DOROTHY SMITH	Apr-12	8121 PUCKETT STREET	770-787-0560		Email	12/31/2015
ROSIE CRAWFORD	Apr-12	9282 WESTVIEW DRIVE	770-385-1186		phone/mail	12/31/2015
DON FLOYD	Apr-12	8107 MAE STREET	770-786-2668	770-842-1162	Email	12/31/2015

Have been contacted and will continue to serve if appointed

Have been contacted and do not wish to serve any longer

**Recommendations from Jonathon Paschal and Scott Gaither:**

Earon Cuniffiee 3115 Pennington Street - lives within the Historic district and worked with HPC on several occasions  
 Rosemarie Matthews 2118 Floyd Street - lives within the Historic district and has gone through the COA process before  
 Amanda Wagner 8294 Planation Trace  
 John Travis

**TREE PRESERVATION BD:**

Sec.14.28.060 members: 7 & 1 alternate. Meets Quarterly as called. 3 year term  
 M&C appt. (no less than 5, no more than 9 members)

	Appointed	Address	Home phone	Cell/Business phone	Preferred Correspondence	Expiration
CHR LOY SUMMERS	Apr-12	4190 CONYERS ST	H770-786-3556	C678-634-7193	phone/mail	12/31/2015
V.CHR BETTY BELLAIRS	Apr-12	4177 CHERRY LAUREL DR	770-786-2827		phone/mail	12/31/2015
MARSHALL GINN	Apr-12	4171 CONYERS STREET	H770-788-9289	B770-787-7777x446	email	12/31/2015
CAROL VELIOTIS	Apr-12	3239 LEGION DR.	H770-787-9354	C404-226-8690	phone/mail	12/31/2015
[REDACTED]						
WALTER CAMP, SR.	Apr-12	9115 CLEARVIEW DRIVE	770-786-1970		email	12/31/2015
LAURIE OLIVER	May-13	9216 CARLTON TRAIL		C 770-315-4778		12/31/2016

Advisory: Beryl Budd, Forestry Commission – 706-542-9609

[REDACTED]