



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, August 17, 2015
Council Room, 2nd Floor, City Hall, 4:30 p.m.**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director

1. Call to Order
2. Roll Call
3. Update on Healthy Kingsport – Heather Cook
4. Review of Items on August 18, 2015 Business Meeting Agenda
5. Adjourn

Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING
Tuesday, August 18, 2015
Large Courtroom – 2nd Floor, City Hall
7:00 p.m.

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – New Vision Youth

II.B. INVOCATION – Pastor Tiger Brooks, Indian Springs Baptist Church, Glenwood Campus

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards – Robin Cleary
2. Kingsport Police Department Employee Recognition – Chief Quillin

V. APPROVAL OF MINUTES

1. Work Session – August 3, 2015
2. Business Meeting – August 4, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Accept and Appropriate a \$13,100 Donation from the Friends of the Kingsport Public Library to the Kingsport Public Library for Landscaping (AF: 220-2015) (Morris Baker)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Receive and Appropriate Arts Project Support Grant (AF: 218-2015) (Bonnie Macdonald)
 - Ordinance – **Second Reading and Final Adoption**
2. Budget Cleanup Ordinance for FY15 (AF: 215-2015) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

Revised Exec. Summary
Attachment

1. Initial Bond and Issuance of General Obligation Public Improvement Bonds in an Amount Not to Exceed \$10,650,000 (AF: 227-2015) (Jim Demming, Jeff Fleming)
 - Resolution

E. APPOINTMENTS

None

VII. CONSENT AGENDA

1. Declaring Sole Source and Agreement with Source Technologies for Odor and Corrosion Control at Sewer Lift Stations (AF: 222-2015) (Ryan McReynolds)
 - Resolution
2. Amendment to the Contract between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 223-2015)
 - Resolution

3. Approve Offer for Property Acquisition for Storm Water Utilities (AF: 224-2015) (Ryan McReynolds)
 - Resolution
4. Agreement with Barge Waggoner Sumner and Cannon for Design Services (AF: 221-2015) (Chris McCartt)
 - Resolution
5. Condemn Easements and Right-of-Ways for Colonial Heights Sewer Project – Phase 2 (AF: 228-2015) (Mike Billingsley)
 - Resolution
6. Apply and Accept a Section 5307 Capital Federal Transit Administration Grant from the U.S. Department of Transportation (AF: 225-2015) (Chris McCartt)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 3, 2015, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Vice-Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham
(arrived right after roll call)

City Administration

Jeff Fleming, City Manager
Joseph May, Interim City Attorney
James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Vice-Mayor McIntire.
 2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Mayor John Clark.
 3. **REVIEW OF FIRE AERIAL PUMPER APPARATUS.** Assistant Fire Chief Scott Boyd gave a presentation on this item, highlighting the history of this request for a new pumper and the need for it in Kingsport. He confirmed there was no need for additional staffing at this time, but an additional six fire fighters would be required next year once the truck was received. He pointed out it would also add extra points for the ISO rating. Fleet Manager Steve Hightower provided further details.
 4. **REVIEW OF AGENDA ITEMS ON THE AUGUST 4, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:
 - VI.B.1 **Receive and Appropriate Arts Project Support Grant** (AF: 218-2015). Community Services Director Morris Baker gave details on this amount, noting the match has already been accounted for.
 - VI.B.2 **Budget Cleanup Ordinance for FY15** (AF: 215-2015). City Manager Fleming noted the property taxes and Hall income tax came back higher than expected.
- BOARD COMMENT.** Vice-Mayor McIntire recognized Ronnie Hammonds and his department for going one year with no accidents, noting there will be a breakfast Friday morning.
- PUBLIC COMMENT.** None.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, July 20, 2015**

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:05 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 4, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Vice Mayor Mike McIntire, Presiding
Alderman Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Vice Mayor Mike McIntire.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Tommy Olterman.
- II.B. **INVOCATION:** Alderman Michele Mitchell.
- III. **ROLL CALL:** By City Recorder Demming. Absent: Mayor John Clark.
- IV. **RECOGNITIONS AND PRESENTATIONS.** None.
- V. **APPROVAL OF MINUTES.**

Motion/Second: Parham/Olterman, to approve minutes for the following meetings:

- A. July 20, 2015 Regular Work Session
- B. July 21, 2015 Regular Business Meeting
- C. July 27, 2015 Called Work Session

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

- A. **PUBLIC HEARINGS.** None.

PUBLIC COMMENT. Vice Mayor McIntire invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Vice Mayor closed the public comment segment.

B. **BUSINESS MATTERS REQUIRING FIRST READING.**

1. **Receive and Appropriate Arts Project Support Grant**
(AF: 218-2015) (Bonnie Macdonald).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 4, 2015**

Motion/Second: George/Olterman, to pass:

Resolution No. 2016-028, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ARTS PROJECT SUPPORT GRANT FROM THE TENNESSEE ARTS COMMISSION

Passed: All present voting "aye."

Motion/Second: George/Mitchell, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

2. Budget Cleanup Ordinance for FY15 (AF: 215-2015)
(Jeff Fleming).

Motion/Second: Parham/Mitchell, to pass:

AN ORDINANCE TO AMEND VARIOUS OPERATING BUDGETS AND PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Annex/Adopt Plan of Service for the Bays Mountain Road Annexation and Amend Zoning (AF: 203-2015) (Corey Shepherd).

Motion/Second: George/Mitchell, to pass:

ORDINANCE NO. 6506, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BAYS MOUNTAIN PARK ROAD FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Duncan, George, McIntire, Mitchell, Olterman and Parham voting "aye."

2. Budget Ordinance to Transfer Funds for Roadway Improvements and Sidewalk Repair (AF: 205-2015) (Ryan McReynolds).

Motion/Second: Olterman/George, to pass:

ORDINANCE NO. 6507, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROADWAY IMPROVEMENTS AND SIDEWALK REPAIR PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 4, 2015**

Passed on second reading in a roll call vote: Duncan, George, McIntire, Mitchell, Olterman and Parham voting "aye."

D. OTHER BUSINESS.

1. Bid for the Purchase of One (1) Fire Aerial Pumper Apparatus
(AF: 216-2015) (Craig Dye, Chris McCartt, Steve Hightower).

Motion/Second: George/Parham, to pass:

Resolution No. 2016-029, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE FIRE AERIAL PUMPER APPARATUS TO MID-SOUTH EMERGENCY EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS.

Appointments/Reappointments are considered under one motion.

Motion/Second: Olterman/Duncan, to approve:

1. Appointments to the Tree Advisory Board (AF: 219-2015)
(Mayor Clark).

Approve:

APPOINTMENTS OF MR. STEVE BINGHAM TO FILL THE EXPIRED TERM OF MR. DAVE PETKE AND MR. JAMES BABB TO REPLACE MR. BRANDON LEMMONS AND FULFILL HIS UNEXPIRED TERM FOR TWO-YEAR TERMS ON THE **KINGSPORT TREE ADVISORY BOARD**. BOTH APPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON JUNE 30, 2017.

Passed: All present voting "aye."

VII. CONSENT AGENDA. (These items are considered under one motion.)

Motion/Second: Olterman/Mitchell, to adopt:

1. Bid for Purchase of Road Salt (AF: 210-2015)
(Ryan McReynolds, Chris McCartt).

Pass:

Resolution No. 2016-030, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF ROAD SALT TO CARGILL, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 4, 2015**

2. Easements and Right-of-Ways for Phase 3 of the Colonial Heights Sewer Project (AF: 213-2015) (Ryan McReynolds).

Approve:

OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR PHASE 3 OF THE COLONIAL HEIGHTS SEWER PROJECT

Passed: All present voting "aye."

**3. Bid for Purchase of Turnout Gear (AF: 212-2015)
(Craig Dye, Terry Arnold, Chris McCartt).**

Pass:

Resolution No. 2016-031, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TURNOUT GEAR TO MUNICIPAL EMERGENCY SERVICES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**4. Bid for the Landfill Clay Liner Project (AF: 214-2015)
(Ryan McReynolds).**

Pass:

Resolution No. 2016-032, A RESOLUTION AWARDING THE BID FOR THE LANDFILL CLAY LINER PROJECT TO THOMAS CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

5. Renew the Agreement with United Healthcare for Medicare Advantage Insurance (AF: 211-2015) (Terri Evans).

Pass:

Resolution No. 2016-033, A RESOLUTION RENEWING THE AGREEMENT WITH UNITED HEALTHCARE FOR MEDICARE REPLACEMENT INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE AND SIGN ALL APPLICABLE DOCUMENTS

Passed: All present voting "aye."

6. Reject All Bids for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements (AF: 217-2015) (Ryan McReynolds).

Pass:

Resolution No. 2016-034, A RESOLUTION REJECTING ALL BIDS RELATED TO THE SR-126 WILCOX DRIVE SIDEWALK PHASE 5 IMPROVEMENT PROJECT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 4, 2015**

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming commented on the success of East Stone Commons, noting their 15 year loan with the Economic Development Board was paid off in 10 years and the Pavilion was paid off in one year instead of two. He also mentioned that sales tax was higher than it had been in years.
- B. MAYOR AND BOARD MEMBERS.** Alderman George invited the public to see Kingsport Theatre Guild's presentation of "Steel Magnolias" this weekend at the Higher Ed Center, which coincides with the Wine Festival sponsored by DKA. Alderman Duncan invited everyone to the Lo Country Boil August 15 to benefit the Netherland Inn. He also congratulated the Public Works Department for one year being safe. Alderman Mitchell commented on kid being back in school as well as the pink wig fundraiser this month for Susan Komen. Alderman Parham stated his appreciation for city staff. Vice-Mayor McIntire reminded everyone to be careful with school back in session and thanked Streets and Sanitation for one year with no loss time accidents.
- C. VISITORS.** None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Vice Mayor McIntire adjourned the meeting at 7:31 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Accept and Appropriate a \$13,100 Donation from the Friends of the Kingsport Public Library to the Kingsport Public Library for Landscaping

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *EF*

Action Form No.: AF-220-2015
Work Session: August 17, 2015
First Reading: August 18, 2015

Final Adoption: September 8, 2015
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Friends of the Kingsport Public Library would like to donate \$13,100 to pay for landscaping the front area of the library on Broad Street and the side area of the library along New Street. The design has been approved by the Library Commission, City staff and by the Kingsport Historic Zoning Commission. The work will be done by Premier Landscaping this fall.

Attachments:

- 1. Resolution
- 2. Ordinance
- 3. Landscaping Master Plan

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE
FRIENDS OF THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the Friends of the Kingsport Public Library would like to donate \$13,100.00;
and

WHEREAS, the funds will be for landscaping the front area of the library on Broad Street
and the side area of the library along New Street; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the donation to the city from Friends of the Kingsport Library for
landscaping around the library in the amount of \$13,100.00, is accepted.

SECTION II. That this resolution shall take effect from and after its adoption, the public
welfare requiring it.

ADOPTED this the 18th day of August, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATION FUNDS RECEIVED FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Special Revenue Fund budget be amended by appropriating donation funds received from the Friends of the Library in the amount of \$13,100 to the Library Landscaping project (NC1601) to pay for landscaping the front area of the library on Broad Street.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Project-Special Rev. Fund			
Library Landscaping (NC1601)			
Revenues:	\$	\$	\$
111-0000-364-3000 From Non-Profit Groups	0	13,100	13,100
Totals:	0	13,100	13,100
Expenditures:	\$	\$	\$
111-0000-601-2023 Arch/Eng/Landscaping	0	13,100	13,100
Totals:	0	13,100	13,100

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Promier Landscapes, Inc.
 P.O. Box 1697
 Kingsport, TN 37660



Kingsport Office
 p (423) 246-7977
 f (423) 246-7903

www.premierlandscapes.com
PROPOSAL & CONTRACT FOR WORK

Date: _____	Phone: <u>229-9488</u>
Customer Name: <u>Helen Whittaker</u>	Alt. Phone: <u>0</u>
Job Name: <u>KPT Public Library</u>	Email: <u>0</u>
Job Address: <u>400 Broad St.</u>	Billing Address: <u>400 Broad St.</u>
City, State, ZIP: <u>Kingsport, TN 37660</u>	City, State, ZIP: <u>Kingsport, TN 37660</u>
We propose to furnish Labor, Equipment, Materials, and Supervision to do the following work on the above referenced project that is described below.	INTERNAL USE ONLY
	Contract # _____ Sales Rep: <u>Carli</u>
Detailed Job Description	
BULK MATERIALS:	\$1,181.23
Provide topsoil for front beds and mulch new beds with shredded pine bark mulch. Provide one (1) accent boulder as proposed in design.	
PLANTING:	\$3,154.24
Provide labor and materials to remove existing plant material and install new plant material as proposed in design.	
OUTDOOR LIGHTING:	\$0.00
N/A	
IRRIGATION/WATER FEATURE:	\$0.00
N/A	
PATIO	\$0.00
N/A	
BLOCK/ELEMENTS	\$2,283.94
Install sign utilizing existing sign and bring it up in elevation to approx 4' using columns made of Belgard's Country Manor wall block.	
MISC.	\$0.00
This bid is valid for 60 calendar days unless otherwise approved by Premier Landscapes, Inc.	
TOTAL	\$6,619.41
THIS IS NOT AN INVOICE	

TERMS AND CONDITIONS OF CONTRACT

Contract#

0

Warranties:

Plant Install: Full warranty for all plants under our care. The warranty covers the plant material and labor. Warranty does not cover annual plants or plants that have died due to excess or lack of water, physical damage, insects or diseases, neglect, extreme weather conditions, or other acts of God. Warrantied plants will be replaced in a timely manner, dependent upon availability and weather. Warranty does not apply to transplanted plants or plants provided by the customer. There is no guarantee that the replacement will be identical to the original plant.

Irrigation: 1-yr warranty for all irrigation installs unless otherwise specified on page #1. The warranty covers material and labor. Some components may carry a longer factory warranty. If so, then Premier will honor that warranty. Labor is not covered on those items past the 1-yr period. Damage to the system by physical damage or Acts of God are not covered by this warranty. Lightning damage is not covered by this warranty.

Hardscapes: 1-yr warranty for all interlocking concrete paver and segmental retaining walls unless otherwise specified on page #1. The warranty covers material and labor. For warranty to apply, Premier must provide all material, labor, and equipment. Physical damage or Acts of God are not covered under this warranty.

Water Features: 1-yr warranty on for water feature installs unless otherwise specified on page #1. Warranty covers parts & labor for the pump, plumbing and their components. The liner, underlayment, rock placement, and any other aspect of the water feature are not covered under this warranty. There is no warranty covering leaks. Physical damage or Acts of God are not covered by this warranty.

Outdoor Lighting: 1-yr warranty for all low-voltage lighting installs unless otherwise specified on page #1. Warranty covers parts and labor. Bulbs are not covered under this warranty. Physical damage or Acts of God are not covered under this warranty. Vista Stainless Transformers carry a lifetime parts only warranty.

Fuel Escalation: Premier Landscapes, Inc. reserves the right to add a fuel surcharge to this contract based on fuel prices at the time when the job is being completed.

Other:

Rock Clause: Removal of any rock incurred during excavation will be an additional expense not included in this proposal. Owner will be notified if rock is incurred and the approximate amounts based on hourly or daily rates to remove the rock.

Driveways: Damage done to driveways, sidewalks, or other existing paved surfaces caused by delivery of materials or necessary crossing by equipment is the owner's responsibility.

Underground: Premier will notify Tennessee one-call before starting this job and allow proper time for utility locates to be performed. Costs to repair downspout drains, propane lines, and other private lines damaged during job completion are the owner's responsibility. Premier can fix most of this type of damage but there may be additional cost to the owner.

Changes: Changes to the scope of work or to the design that was agreed upon may result in additional charges. Premier will notify the owner if this is the case.

Terms: This contract, in the amount of, **\$6,619.41** , is entered into between Premier Landscapes, Inc. and the person or company named on page #1 of this document to set forth the agreement between the parties concerning labor and work to be performed by Premier.

Premier will perform the labor and work as set forth on the attached Proposal & Contract for work. The proposal will set forth the nature and extent of the work along with the total cost. This proposal & contract for work requires one-half of the cost be paid when the work begins and the remaining balance to be paid on completion. Any amounts not paid within thirty days of the due date shall bear interest at a rate of 2% per month.

It is expressly agreed by the parties that if suit is necessary by Premier to enforce this agreement, it shall be entitled to costs, court fees, and attorney fees. The parties further agree that the contract shall be interpreted by the laws of Tennessee and that jurisdiction and venue shall be in Hawkins County, Tennessee.

This writing is the entire understanding of the parties and may not be modified except in writing signed by both parties.

Date: _____

Date: _____

Premier Landscapes, Inc.

Authorized Customer signatory

Promier Landscapes, Inc.
 P.O. Box 1697
 Kingsport, TN 37660



Kingsport Office
 p (423) 246-7977
 f (423) 246-7903

www.premierlandscapes.com
PROPOSAL & CONTRACT FOR WORK

Date: _____	Phone: <u>229-9488</u>
Customer Name: <u>Helen Whittaker</u>	Alt. Phone: <u>0</u>
Job Name: <u>KPT Public Library</u>	Email: <u>0</u>
Job Address: <u>400 Broad St.</u>	Billing Address: <u>400 Broad St.</u>
City, State, ZIP: <u>Kingsport, TN 37660</u>	City, State, ZIP: <u>Kingsport, TN 37660</u>
We propose to furnish Labor, Equipment, Materials, and Supervision to do the following work on the above referenced project that is described below.	INTERNAL USE ONLY
	Contract # _____ Sales Rep: <u>Carli</u>
Detailed Job Description	
BULK MATERIALS: Provide topsoil for bed on left side of building and mulch bed with shredded pine bark mulch.	\$2,430.09
PLANTING: Provide labor and materials for removal of all existing plant material and installation of new plant material as proposed in landscape plan.	\$3,995.30
OUTDOOR LIGHTING: N/A	\$0.00
IRRIGATION/WATER FEATURE: N/A	\$0.00
PATIO N/A	\$0.00
BLOCK/ELEMENTS N/A	\$0.00
MISC. N/A	\$0.00
This bid is valid for 60 calendar days unless otherwise approved by Premier Landscapes, Inc.	TOTAL \$6,425.39
THIS IS NOT AN INVOICE	

TERMS AND CONDITIONS OF CONTRACT

Contract#

0

Warranties:

Plant Install: Full warranty for all plants under our care. The warranty covers the plant material and labor. Warranty does not cover annual plants or plants that have died due to excess or lack of water, physical damage, insects or diseases, neglect, extreme weather conditions, or other acts of God. Warrantied plants will be replaced in a timely manner, dependent upon availability and weather. Warranty does not apply to transplanted plants or plants provided by the customer. There is no guarantee that the replacement will be identical to the original plant.

Irrigation: 1-yr warranty for all irrigation installs unless otherwise specified on page #1. The warranty covers material and labor. Some components may carry a longer factory warranty. If so, then Premier will honor that warranty. Labor is not covered on those items past the 1-yr period. Damage to the system by physical damage or Acts of God are not covered by this warranty. Lightning damage is not covered by this warranty.

Hardscapes: 1-yr warranty for all interlocking concrete paver and segmental retaining walls unless otherwise specified on page #1. The warranty covers material and labor. For warranty to apply, Premier must provide all material, labor, and equipment. Physical damage or Acts of God are not covered under this warranty.

Water Features: 1-yr warranty on for water feature installs unless otherwise specified on page #1. Warranty covers parts & labor for the pump, plumbing and their components. The liner, underlayment, rock placement, and any other aspect of the water feature are not covered under this warranty. There is no warranty covering leaks. Physical damage or Acts of God are not covered by this warranty.

Outdoor Lighting: 1-yr warranty for all low-voltage lighting installs unless otherwise specified on page #1. Warranty covers parts and labor. Bulbs are not covered under this warranty. Physical damage or Acts of God are not covered under this warranty. Vista Stainless Transformers carry a lifetime parts only warranty.

Fuel Escalation: Premier Landscapes, Inc. reserves the right to add a fuel surcharge to this contract based on fuel prices at the time when the job is being completed.

Other:

Rock Clause: Removal of any rock incurred during excavation will be an additional expense not included in this proposal. Owner will be notified if rock is incurred and the approximate amounts based on hourly or daily rates to remove the rock.

Driveways: Damage done to driveways, sidewalks, or other existing paved surfaces caused by delivery of materials or necessary crossing by equipment is the owner's responsibility.

Underground: Premier will notify Tennessee one-call before starting this job and allow proper time for utility locates to be performed. Costs to repair downspout drains, propane lines, and other private lines damaged during job completion are the owner's responsibility. Premier can fix most of this type of damage but there may be additional cost to the owner.

Changes: Changes to the scope of work or to the design that was agreed upon may result in additional charges. Premier will notify the owner if this is the case.

Terms: This contract, in the amount of, \$6,425.39 , is entered into between Premier Landscapes, Inc. and the person or company named on page #1 of this document to set forth the agreement between the parties concerning labor and work to be performed by Premier.

Premier will perform the labor and work as set forth on the attached Proposal & Contract for work. The proposal will set forth the nature and extent of the work along with the total cost. This proposal & contract for work requires one-half of the cost be paid when the work begins and the remaining balance to be paid on completion. Any amounts not paid within thirty days of the due date shall bear interest at a rate of 2% per month.

It is expressly agreed by the parties that if suit is necessary by Premier to enforce this agreement, it shall be entitled to costs, court fees, and attorney fees. The parties further agree that the contract shall be interpreted by the laws of Tennessee and that jurisdiction and venue shall be in Hawkins County, Tennessee.

This writing is the entire understanding of the parties and may not be modified except in writing signed by both parties.

Date: _____

Date: _____

Premier Landscapes, Inc.

Authorized Customer signatory



AGENDA ACTION FORM

Receive and Appropriate Arts Project Support Grant

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-218-2015
Work Session: August 3, 2015
First Reading: August 4, 2015

Final Adoption: August 18, 2015
Staff Work By: B. MacDonald, M. Baker,
J. Smith
Presentation By: Bonnie Macdonald

Recommendation:

Approve the ~~Resolution and~~ Ordinance.

Executive Summary:

The Tennessee Arts Commission annually calls for proposals for the Arts Project Support Grant. The Office of Cultural Arts has received this grant for the past 8 years. This application is for FY16 funding. The maximum award is \$9,000 and a 1:1 match will be provided by support of programming of the Farmers Market and Carousel Project. Funding from this grant will be used to support artist demonstration/residencies associated with the Farmers Market and Carousel.

Attachments:

- 1. Resolution
- 2. Ordinance
- 3. Contract

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



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	<u>Y</u>	<u>N</u>	<u>O</u>
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George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ARTS PROJECT SUPPORT GRANT FROM THE TENNESSEE ARTS COMMISSION

WHEREAS, the city would like to apply for a Tennessee Arts Commission Arts Project Support grant to support the artist demonstration and residencies associated with the Farmers Market and Carousel; and

WHEREAS, the maximum amount of the grant is \$9,000.00, and requires a one to one match, which will be provided by budget ordinance;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive a Tennessee Arts Commission Arts Project Support Grant in the amount of \$9,000.00.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 4th day of August, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$4,390 to support artist demonstration/residencies associated with the Farmers Market and Carousel. These funds are a 1:1 match and provided for in the FY16 operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-332-3200 TN. Arts Commission	\$ 0	\$ 4,390	\$ 4,390
Totals:	0	4,390	4,390
Expenditures:			
110-4512-471-2020 Professional Consultant	\$ 8,000	\$ 4,390	\$ 12,390
Totals:	8,000	4,390	12,390

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE ARTS COMMISSION
AND
CITY OF KINGSPORT FOR THE OFFICE OF CULTURAL ARTS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport for the Office of Cultural Arts, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical services- APS, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category APS identified below in accordance with application number 26398.
- a. Arts Access (AA): offers direct support for arts projects and/or technical assistance to arts organizations of color and arts project support to organizations whose programs and services primarily benefit diverse cultures of color and/or persons with disabilities.
 - b. Arts Education (AE)/Funds at Risk Youth (FAY): aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
 - c. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
 - d. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
 - e. Partnership Support (PS)-formerly General Operating Support (GOS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
 - f. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
 - g. Cultural Education Partnership (CEP): offers general, non-project support to well-established, free-standing, and accredited 501 (c) (3) college/university level arts educational institutions.
 - h. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
 - i. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
 - j. Touring arts program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.
 - k. Commission Initiatives (CI), including Targeted Arts Development Initiative: provides for funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.
 - l. Value Plus Schools (VP): provides additional support for arts integration in teacher planning and lessons for the Value Plus Schools programs.
 - m. Individual Artist Fellowships (IAF): awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents. No specific project has to be carried out with funds for this award.

- n. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
 - o. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.
- A.3. Required Use of Tennessee Arts Commission Logo. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://www.tn.gov/arts/logos.htm> .
- In addition, the Grantee is strongly encouraged to incorporate elements of the Arts License Plate Communications Toolkit at <http://www.tn.gov/arts/ArtsPlate.html> in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee.
- A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 26398 (which is on file with the State in the offices of the Tennessee Arts Commission) for Kingsport Carousel Education and Outreach subject to the policies of the State at <http://www.tn.gov/arts/legal.htm> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 26398.
- A.5. Affirmative Duty to Report Major Organizational Change. Any grantee whose contract maximum liability in section C.1. exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.
- A.6. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.
- A.7. Individual Artist Fellowships. For Individual Artist Fellowships described in A.2.m, the Grant provides funds to individual artists of all disciplines who live and work in Tennessee for the purpose of expanding, improving and further developing their artistic talents. NO matching funds are required and no specific project has to be carried out with the funds.
- A.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal on file at the office of the Tennessee Arts Commission incorporated to elaborate supplementary scope of services specifications.
- B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Thousand Three Hundred Ninety Dollars and No Cents (\$4,390.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission
401 Charlotte Avenue
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Arts Commission.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Anne B. Pope, Executive Director
Tennessee Arts Commission
401 Charlotte Avenue
Nashville, TN 37243-0780
Anne.B.Pope@tn.gov
Telephone # (615) 741-1701
FAX # (615) 741-8559

The Grantee:

Bonnie Macdonald, Director, Office of Cultural Arts
City of Kingsport for the Office of Cultural Arts
1200 East Center Street
Kingsport, TN 37660-4958
macdonald@kingsporttn.gov
Telephone # 423-392-8414
FAX # 423-392-8431

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event

results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

Tennessee Arts Commission

Revised Budget Form

Name of Grantee:

Tracking/Application Number:

Commission Funds Awarded:

Project Ending Date:

Expense:

	Applicant Cash Match	Arts Commission Funds	Total Expense
1. Permanent Personnel:			
Administrative	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
Artistic	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
Technical/Production	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
2. Contracted Fees and Services:			
Administrative	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
Artistic	<input style="width: 100%;" type="text" value="4,390"/>	<input style="width: 100%;" type="text" value="4,390"/>	<input style="width: 100%;" type="text" value="8,780"/>
Technical/Production	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
Other	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
3. Accessibility:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
4. Space Rental:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
5. Travel:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
6. Marketing:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
7. Remaining Operating Expenses:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="0"/>
8. Capital Expenditures/ Acquisitions:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text" value="*"/>	<input style="width: 100%;" type="text" value="0"/>
9. Total Cash Expenses:	<input style="width: 100%;" type="text" value="4,390"/>	<input style="width: 100%;" type="text" value="4,390"/>	<input style="width: 100%;" type="text" value="8,780"/>

* Tennessee Arts Commission funds cannot be used in this category



2016 Title VI Training & Certification

Applicant Information

Save your application frequently by scrolling to the top or bottom of this page and clicking the middle "Save" button

Applicant Legal Name:

MAILING ADDRESS

Mailing Address:

Mailing Address(continued):

City:

State:

9 Digit Zip:

County:

Contact Person:

E-mail:

Day Phone:

Fax:

Evening Phone:

Voice/TDD:

PHYSICAL ADDRESS

Address:

Address (continued):

City:

State:

9 Digit Zip:

County:



2016 Title VI Training & Certification

Training Modules and Required Information

True

I have met the above requirements for Title VI compliance.

List staff member names who have participated in the training.

Bonnie Macdonald
Beth Estep
William Stephanos

Percentage of staff that has completed training: %



AGENDA ACTION FORM

Budget Cleanup Ordinance for FY15

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-215-2015
 Work Session: August 3, 2015
 First Reading: August 4, 2015

Final Adoption: August 18, 2015
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance is the final cleanup ordinance for FY15. The ordinance will transfer funds from the General Fund to the Health Insurance Fund in the amount of \$345,000, to the Fire Department Maintenance project in the amount of \$18,500, to the Facilities Maintenance project in the amount of \$105,000, to the Cardiac Monitors project in the amount of \$100,000, to fund a consultant for the power franchise in the amount of \$75,000, to fund a for a shed at Domtar Park in the amount of \$52,500, \$67,500 for street light installation, \$50,000 for website and marketing office and \$26,500 to land acquisition project.

This ordinance will also transfer \$10,000 from the Borden Park Improvements project to the Greenbelt East Extension project for environmental work, and transfer \$75,000 from the Brickyard Park project to the Veterans Memorial Phase II project.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



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	Y	N	O
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George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS OPERATING BUDGETS AND PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating \$18,500 to the Fire Department Maintenance project (NC1512), \$105,000 to the Facilities Improvements project (GP1531), \$105,000 to the Technology project (NC1513), \$100,000 to the Cardiac Monitors project (GP1537), \$75,000 to the Power Franchise project (NC1515), \$52,500 to the Domtar Park Maintenance Shed project (GP1539), \$67,500 to the Traffic Equipment project (GP1524), \$50,000 to the Website/Marketing Office project (NC1514), \$239,100 to the Miscellaneous operating budget, \$200,000 to the Aquatic Center operating budget and \$345,000 to the Health Insurance operating budget from the General Fund; and by transferring \$10,000 to the Greenbelt East Ext. Phase I project (GP1529) from the Borden Park Improvements project (GP1510), by transferring \$75,000 from the Softball Baseball Complex project (GP1409) to the Veterans Memorial Phase II project (GP1540), appropriate funding received from donations in the amount of \$44,859 to the Veterans Memorial Phase II project (GP1540), and by transferring \$26,500 from the General Fund to the Land Acquisition project (GP1515); and that the Debt Service Fund budget be amended by reducing the transfer from the General Fund by \$261,752.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 110: General Fund</u>			
<u>Revenues:</u>	\$	\$	\$
110-0000-333-1000 Sales Tax-Sullivan	15,900,000	378,163	16,278,163
110-0000-332-0500 Hall Income Tax	700,000	415,662	1,115,662
110-0000-332-1000 Sales Tax	3,536,700	301,124	3,837,824
110-0000-332-5000 TVA In-Lieu Of Tax	267,200	20,000	287,200
110-0000-311-1010 Commercial	10,609,800	110,000	10,719,800
110-0000-348-6800 Contracted Maint	155,000	30,000	185,000
110-0000-311-4000 Prior Years	846,398	100,000	946,398
110-0000-69/-9900 Miscellaneous	33,750	60,000	93,750
<i>Totals:</i>	32,048,848	1,414,949	33,463,797
<u>Expenditures:</u>	\$	\$	\$
110-4804-481-7039 Transfer to Aquatic Center	200,000	200,000	400,000
110-4804-481-7091 To Health Insurance Fund	0	345,000	345,000
110-4810-481-2099 Miscellaneous	0	269,949	269,949
110-4804-481-7035 To General Proj./Special Rev	479,640	248,500	728,140
110-4804-481-7036 To General Proj. Fund	126,606	351,500	478,106
<i>Totals:</i>	806,246	1,414,949	2,221,195

Fund 419: Aquatic Center Fund

Revenues:

419-0000-391-0100 From General Fund

Totals:

\$	\$	\$
200,000	200,000	400,000
200,000	200,000	400,000

Expenditures:

419-5019-501-1010 Salaries & Wages

Totals:

\$	\$	\$
368,600	200,000	568,600
368,600	200,000	568,600

Fund 625: Health Insurance Fund

Revenues:

625-0000-363-1035 City Contribution

625-0000-391-0100 From General Fund

Totals:

\$	\$	\$
5,068,100	628,808	5,696,908
0	345,000	345,000
5,068,100	973,808	6,041,908

Expenditures:

625-1704-413-5100 Insurance Claims

Totals:

\$	\$	\$
5,323,000	973,808	6,296,808
5,323,000	973,808	6,296,808

Fund 111: General Project Special Rev. Fund

Fire Department Maint. (NC1512)

Revenues:

111-0000-391-0100 From General Fund

Totals:

\$	\$	\$
0	18,500	18,500
0	18,500	18,500

Expenditures:

111-0000-601-3020 Operating Supplies & Tools

Totals:

\$	\$	\$
0	18,500	18,500
0	18,500	18,500

Fund 311: General Project Fund

Facilities Improvements (GP1531)

Revenues:

311-0000-368-1041 Series 2012C GO Pub Imp

311-0000-391-0100 From General Fund

Totals:

\$	\$	\$
20,000	0	20,000
1,499	105,000	106,499
21,499	105,000	126,499

Expenditures:

311-0000-601-2022 Construction Contracts

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
5,000	0	5,000
16,499	105,000	121,499
21,499	105,000	126,499

Fund 111: General Project –Special Rev.Fund

Technology (NC1513)

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	105,000	105,000
Totals:	0	105,000	105,000

Expenditures:	\$	\$	\$
111-0000-601-9004 Equipment	0	105,000	105,000
Totals:	0	105,000	105,000

Fund 311: General Project Fund

Cardiac Monitors (GP1537)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	0	100,000	100,000
Totals:	0	100,000	100,000

Expenditures:	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	0	100,000	100,000
Totals:	0	100,000	100,000

Fund 211: Debt Service Fund

Revenues:	\$	\$	\$
211-0000-391-2100 From School Fund	3,669,300	39,270	3,708,570
211-0000-391-3600 From Gen. Proj. Fund	507,400	107,264	614,664
211-0000-391-0100 From Gen. Fund	7,700,900	(261,752)	7,439,148
Totals:	11,877,600	(115,218)	11,762,382

Expenditures:	\$	\$	\$
211-4805-481-4009 Bond Interest-Schools	1,101,900	39,270	1,141,170
211-4805-481-4008 Bond Interest-General	3,100,600	127,264	3,227,864
211-4805-481-4013 Other Interest	20,000	(20,000)	0
211-4805-481-4006 Bond Principal-General Fund	5,114,100	(261,752)	4,852,348
Totals:	9,336,600	(115,218)	9,221,382

Expenditures:	\$	\$	\$
110-4804-481-7029 To Debt Service Fund	7,700,900	(261,752)	7,439,148
110-4804-481-7028 To School Fund Debt Int.	805,600	27,018	832,618
110-4804-481-2099 Miscellaneous	93,750	234,734	328,484
Totals:	8,600,250	261,752	8,600,250

Fund 111: General Project/Special Rev. Fund

Power Franchise (NC1515)

Revenues:	\$	\$	\$
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111-0000-391-0100 From General Fund	0	75,000	75,000
Totals:	0	75,000	75,000

Expenditures:	\$	\$	\$
111-0000-601-2000 Professional Consultant	0	75,000	75,000
Totals:	0	75,000	75,000

Fund 311: General Project Fund
Domtar Park Maintenance Shed (GP1539)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	0	52,500	52,500
Totals:	0	52,500	52,500

Expenditures:	\$	\$	\$
311-0000-601-9003 Improvements	0	52,500	52,500
Totals:	0	52,500	52,500

Fund 311: General Project Fund
Traffic Equipment (GP1524)

Revenues:	\$	\$	\$
311-0000-368-1047 Series 2014A GO Bonds	159,471	0	159,471
311-0000-368-2101 Premium From Bond Sale	16,699	0	16,699
311-0000-391-0100 From General Fund	0	67,500	67,500
Totals:	176,170	67,500	243,670

Expenditures:	\$	\$	\$
311-0000-601-2031 Electric-Street Lights	45,000	67,500	112,500
311-0000-601-2032 Traffic Signals	40,000	0	40,000
311-0000-601-4041 Bond Expense	2,170	0	2,170
311-0000-601-9006 Purchases Over \$5,000	89,000	0	89,000
Totals:	176,170	67,500	243,670

Fund 111: Sewer Project Fund
Website/Marketing Office (NC1514)

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	50,000	50,000
Totals:	0	50,000	50,000

Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	0	10,000	10,000
111-0000-601-9004 Equipment	0	40,000	40,000
Totals:	0	50,000	50,000

Fund 311: General Project Fund
Borden Park Improvements (GP1510)

Revenues:

	\$		\$		\$
311-0000-368-1047 Series 2014A GO Bonds	412,751		(10,000)		402,751
311-0000-368-2101 Premium From Bond Sale	47,986		0		47,986
Totals:	460,737		(10,000)		450,737

Expenditures:

	\$		\$		\$
311-0000-601-4041 Bond Sale Expense	6,237		0		6,237
311-0000-601-9003 Improvements	454,500		(10,000)		444,500
Totals:	460,737		(10,000)		450,737

**Fund 311: General Project Fund
Greenbelt East Ext. PH I (GP1529)**

Revenues:

	\$		\$		\$
311-0000-364-2000 From Corporations	20,000		0		20,000
311-0000-368-1047 Series 2014A GO Bonds	0		10,000		10,000
Totals:	20,000		10,000		30,000

Expenditures:

	\$		\$		\$
311-0000-601-2023 Arch/Eng/Landscaping	20,000		10,000		30,000
Totals:	20,000		10,000		30,000

**Fund 311: General Project Fund
Softball Baseball Complex (GP1409)**

Revenues:

	\$		\$		\$
311-0000-368-1046 Series 2013B GO Bonds	2,721,899		0		2,721,899
311-0000-368-1047 Series 2014A GO Bonds	3,666,008		(75,000)		3,591,008
311-0000-368-2101 Bond Premium	561,986		0		561,986
Totals:	6,949,893		(75,000)		6,874,893

Expenditures:

	\$		\$		\$
311-0000-601-2020 Professional Consultant	14,600		0		14,600
311-0000-601-2022 Construction Contracts	183,786		0		183,786
311-0000-601-2023 Arch/Eng/Landscaping	195,891		(75,000)		120,891
311-0000-601-2095 Public Art Contracts	35,000		0		35,000
311-0000-601-4041 Bond Sale Expense	84,002		0		84,002
311-0000-601-9001 Land	2,500		0		2,500
311-0000-601-9003 Improvements	6,434,114		0		6,434,114
Totals:	6,949,893		(75,000)		6,874,893

**Fund 311: General Project Fund
Veterans Memorial (GP1540)**

Revenues:

\$		\$		\$
----	--	----	--	----

311-0000-364-1000	Contributions/Individuals	0	34,859	34,859
311-0000-364-2000	From Corporations	0	10,000	10,000
311-0000-364-3000	From Non-Profits	0	183,315	183,315
311-0000-391-0100	From General Fund	0	26,490	26,490
311-0000-391-6900	From VEP Fund	0	3,510	3,510
311-0000-368-1047	Series 2014A GO Bonds	0	75,000	75,000
Totals:		0	333,174	333,174

Expenditures:		\$	\$	\$
311-0000-601-2022	Construction Contracts	0	277,674	277,674
311-0000-601-2023	Arch/Eng/Landscaping	0	50,000	50,000
311-0000-601-2075	Temporary Employees	0	5,000	5,000
311-0000-601-3022	Maintenance Supplies	0	500	500
Totals:		0	333,174	333,174

Fund 111: General Project Fund
Veterans Memorial Phase II (NC1503)

Revenues:		\$	\$	\$
111-0000-364-3000	From Non-Profits	183,315	(183,315)	0
111-0000-391-0100	From General Fund	26,490	(26,490)	0
111-0000-391-6900	From VEP Fund	3,510	(3,510)	0
Totals:		213,315	(213,315)	0

Expenditures:		\$	\$	\$
111-0000-601-2022	Construction Contracts	207,586	(207,586)	0
111-0000-601-2023	Arch/Eng/Landscaping	229	(229)	0
111-0000-601-2075	Temporary Employees	5,000	(5,000)	0
111-0000-601-3022	Maintenance Supplies	500	(500)	0
Totals:		213,315	(213,315)	0

Fund 311: General Project Fund
Land Acquisitions (GP1515)

Revenues:		\$	\$	\$
311-0000-368-1047	Series 2014A GO Bonds	54,465	0	54,465
311-0000-368-2101	Premium From Bond Sale	11,096	0	11,096
311-0000-391-0100	From General Fund	0	26,500	26,500
Totals:		65,561	26,500	92,061

Expenditures:		\$	\$	\$
311-0000-601-4041	Bond Sale Expense	1,442	0	1,442
311-0000-601-9001	Land	64,119	26,500	90,619
Totals:		65,561	26,500	92,061

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

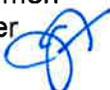
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:



AGENDA ACTION FORM

Initial Bond and Issuance of General Obligation Public Improvement Bonds in an Amount Not to Exceed \$10,650,000

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-227-2015
Work Session: August 17, 2015
First Reading: August 18, 2015

Final Adoption: August 18, 2015
Staff Work By: Jim Demming
Presentation By: Jim Demming/Jeff Fleming

Recommendation:

Approve an initial bond resolution authorizing the issuance of General Obligation Public Improvement Bonds in an amount not to exceed \$10,650,000.

Executive Summary:

Attached, for Board and Mayor and Aldermen consideration, is an initial bond resolution authorizing the City to issue up to \$10,650,000 of General Obligation Public Improvement Bonds to finance the various capital projects authorized in the FY2016 Capital Improvement Program (CIP) (see Attachment I). See attached summary for a more complete explanation.

Attachments:

1. Summary Sheet (continuation of Exec. Summary) (Revision attached)
2. Initial Resolution
3. Attachment

	Y	N	O
Duncan	—	—	—
George	—	—	—
Mitchell	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

SUPPLEMENTAL INFORMATION Action Form 227-2015

Executive Summary *continued*:

SUBJECT: Consideration of Initial Bond Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds in an Amount Not to Exceed \$10,650,000

The approved FY2016 CIP includes approximately \$10,400,000 of proposed financing for various capital projects including improvements to roads and sidewalks, new Greenbelt improvements, certain public safety equipment and significant upgrades and service extensions of the City Water and Sewer systems (see complete listing of projects in Attachment I).

Upon adoption of this resolution, staff will proceed with the appropriate legal advertisement required for the issuance of debt. A more detailed set of resolutions, which will authorize the terms and conditions of the sale of these bonds, will be presented to the BMA for consideration and approval at an upcoming regular BMA meeting.

It is recommended that the BMA adopt this initial bond resolution which authorizes the issuance of the General Obligation Public Improvement Bonds in an amount not to exceed \$10,650,000. The proposed amount of the bond issue exceeds the amounts estimated for the projects due to the inclusion of costs associated with issuing the bonds.

If additional information is needed, please advise.

RESOLUTION NO. _____

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,650,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2015 OF THE CITY OF KINGSPORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the City of Kingsport, Tennessee (the "Municipality"), to issue its General Obligation Public Improvement Bonds, Series 2015 (the "Bonds"), for the purpose of financing certain public works projects, as hereinafter specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE:

SECTION 1. That for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; the acquisition, construction, improvement and renovation of public school facilities; road, street, parking, and sidewalk construction, improvement and expansion, including Greenbelt improvements; the acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including renovations to the library and engineering building and including HVAC improvements; acquisition of public works equipment, including firefighting equipment for a fire ladder truck, a fire station generator, and improvements to the technology system infrastructure; construction, expansion and improvement of the Municipality's water system; construction, expansion and improvement of the Municipality's sewer system; the acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs, to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds, the issuance of the Bonds of the Municipality in the aggregate principal amount of not to exceed Ten Million Six Hundred Fifty Thousand Dollars (\$10,650,000) is hereby authorized. The Bonds shall be issued at a date, at a rate or rates of interest not to exceed the maximum rate allowed by law, and upon terms and conditions to be later determined.

SECTION 2. That the principal of, premium, if any, and interest on, the Bonds, shall be payable from funds of the Municipality legally available therefor, and to the extent necessary, from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Bonds, the full faith and credit of the Municipality will be irrevocably pledged. To the extent the proceeds of the Bonds are used to fund projects for the Municipality's water and sewer system, such Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality's water and sewer system.

SECTION 3. That the Bonds described and authorized by this Resolution shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act").

SECTION 4. That after the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. That this Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 18th day of August, 2015.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER

CITY ATTORNEY

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Kingsport, Tennessee, shall have been filed with the City Recorder protesting the issuance of the Bonds, such Bonds will be issued as proposed.

STATE OF TENNESSEE)
COUNTIES OF HAWKINS AND)
SULLIVAN)

I, James H. Demming, hereby certify that I am the duly qualified and acting City Recorder of the City of Kingsport, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of an Initial Resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen of said Municipality held on August 18, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$10,650,000 General Obligation Public Improvement Bonds, Series 2015 of said Municipality; (4) that the actions by the said Board of Mayor and Aldermen including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board of Mayor and Aldermen was present and acting throughout the meeting.

WITNESS my official signature and seal of said Municipality this 18th day of August, 2015.

CITY RECORDER

(SEAL)

City of Kingsport
Projects to be Included in Proposed Bond Issue
August 18, 2015

	FY2016 Amount
<u>General Fund Projects</u>	
Library Improvements	\$298,000
Engineering Building Renovations	\$250,000
School Improvements	\$350,000
Greenbelt Improvements (TODT Match)	\$170,000
Facilities Improvements & HVAC Replacement	\$350,000
Equipment for Ladder Truck (10 Year Life)	\$100,000
Generator for Fire Station #5	\$60,000
Technology Improvements (Servers, switches, etc.) (10 Year Life)	\$89,000
Model City Coalition	\$495,200 (1)
Local Roads and Sidewalks	\$500,000 (1)
Main Street Improvements	\$404,800 (1)
Sidewalk Improvements	\$100,000 (1)
Enterprise Place (Wa, Sw, Roads, Stormwater, Sidewalks, etc. on public right of way)	\$544,000
Greenbelt Imp./Resurfacing	<u>\$67,500</u>
	<u>\$3,778,500</u>
<u>Water Fund Projects</u>	
Master Plan Water Upgrades	<u>\$1,730,000</u>
<u>Sewer Fund Projects</u>	
Colonial Heights Sewer Extension	<u>\$4,900,000</u>
Total FY2016 Financed CIP Projects	<u>\$10,408,500</u>

(1) - note the FY2016 Adopted CIP included \$1,500,000 for construction of a new cell at the City's demolition landfill. In order to expedite this project, in July, the BMA authorized the use of funds available from a previous bond issue that were assigned to several previously approved projects. Funding for those projects are being replenished with proceeds from this proposed bond issue.



AGENDA ACTION FORM

Declaring Sole Source and Agreement with Source Technologies for Odor and Corrosion Control at Sewer Lift Stations

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-222-2015
Work Session: August 17, 2015
First Reading: N/A

Final Adoption: August 18, 2015
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:

Hydrogen Sulfide (H₂S) is the primary cause of sewer odors and pipe corrosion. Hydrogen sulfide is formed from naturally occurring sulfates in sewer. In oxygen-poor environments, such as long force mains, bacteria turn all the accumulated sulfates turn to sulfide, and ultimately to corrosive sulfuric acid. If not controlled, H₂S can cause objectionable sewer odors and corrode pipes leading to premature replacement or catastrophic failures.

A trial was conducted by Source Technologies at the Old Mill Court Sewer Lift Station utilizing hydrogen peroxide and Source Technologies' proprietary chemical ETX. The trial was successful in lowering H₂S levels below 10 mg/l, which is sufficient to minimize odor issues and prevent corrosion. Based on sulfide levels and chemical feed set points observed during the trial, it is estimated that the cost for H₂S control at Old Mill #203 and Hemlock #318 is \$80,000. The estimated annual cost for odor/corrosion exceeds the City's procurement requirement of bidding services greater than \$50,000. The ETX is a proprietary chemical and is a one source agreement. Funding is identified in the sewer operating budget.

Attachments:

1. Resolution
2. Source Technologies Proposal
3. Sole Source Recommendation

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION DECLARING SOURCE TECHNOLOGIES, LLC A SOLE SOURCE; APPROVING AN AGREEMENT WITH SOURCE TECHNOLOGIES, LLC , AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Source Technologies, LLC has created a chemical treatment process called ETX which minimizes odor issues and prevents corrosion at the sewer lift stations; and

WHEREAS, ETX is a proprietary chemical of Source Technologies, LLC, and it is the sole source for the ETX process; and

WHEREAS, it has been deemed as sole source by the city manager;

WHEREAS, the city would like to enter into an agreement with Source Technologies, LLC for a permanent ETX treatment process treatment system be installed at the Old Mill Pump Station and at the Hemlock Station, which will significantly reduce or eliminate odor and corrosion downstream; and

WHEREAS, Source Technologies, LLC will install the system and maintain the system at both stations at an estimated cost of \$80,000.00 for one year, with the option to renew for up to three years; and

WHEREAS, funding is identified in the sewer operating budget.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the board finds, based on the foregoing, including the determination of the city manager, that Source Technologies, LLC is the sole source for the ETX process treatment system.

SECTION II. That an agreement with Source Technologies, LLC for the ETX process treatment installation and maintenance at the Old Mill Pump Station and at the Hemlock Station, is approved.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Source Technologies, Inc. and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION IV. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION V. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION VI. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**Proposal for the Elimination of Odor and
Corrosion for the City of Kingsport at the Old
Mill Pump Station and Hemlock on the Bank
Pump Station**

**Submitted by Drew Kirby
Source Technologies, LLC**

July 29, 2015

Technology for a cleaner environment

Old Mill Pump Station

Site Background

The City of Kingsport's Old Mill Pump Station and Force main consists of 22,938 linear feet of 14 inch pipe. There is an estimated daily flow of 230,000 GPD and a detention time of approximately 19.1 hours.

Product Background

Source Technologies, LLC (Source) proposes the ETX Process for the primary treatment of hydrogen sulfides in the Old Mill force main. The ETX Process, developed by Source Technologies is an efficient, cost-effective, advanced oxidation process for treatment of sulfonated organics in wastewater and bio-solids where detention times range from 4-36 hours.

The ETX Process can be employed in a variety of ways and is easily adaptable to existing treatment systems. Application of the ETX Process is very straightforward, requiring metering of the ETX catalyst with an Oxidant, in this case Hydrogen Peroxide (H₂O₂) into the targeted wastewater with adequate mixing. The reaction occurs quickly thereafter.

Experience has demonstrated that the ETX Process is particularly efficient for treatment of sulfides in this detention time range for municipal and industrial applications. The cost of sulfide treatment using the ETX Process for this detention time range is the **lowest in the industry** as compared to all currently available technology.

Installation of Permanent Sites

Source recommends that a permanent ETX Process treatment system be installed at the Old Mill pump station. Source will provide an optimum pump system which is suited for this application. In addition, Source and/or its vendors will provide the installation services and chemical fills. The chemicals will be injected directly into the force main. **This will significantly reduce or eliminate odor and corrosion downstream.**

The system will be supplied and installed by Source Technologies. All equipment will be provided to the City of Kingsport and **Source Technologies will maintain the system for the City of Kingsport which is included in the chemical unit price.**

Standard Equipment (Provided by Source Technologies)

- One (1) chemical feed pump system (2 pumps) mounted in a containment box at the feed site.
- Tubing, calibration columns, and other miscellaneous parts relating to pumps and tanks. The pump manufacturer will assemble pump skid.
- One (1) 1050 gallon Double Wall HDPE tank and One (1) 2000 gallon Single Wall HDPE tank.
- Two (2) stainless steel injection piece at the site.
- Install 1/2 inch PVC conduits from the tanks to the injection points.
- Insert 3/8 OD polyethylene tubing in one conduit and 3/8 OD kynar tubing in the other.

Installation

Source will perform the complete installation of the system including calibrations, plumbing, and other miscellaneous tasks with the following exceptions:

The City of Kingsport and/or their subcontractors will be responsible for the following tasks;

- Provide a fencing if needed.
- Provide 2 all stainless steel taps on the force mains at each site if needed.
- Trench from tanks to the injection points.
- Have water hydrant at each feed site.

Treatment Objectives and Daily Operational Costs

The ETX system recommended in this proposal is uniquely capable of reducing sulfide and H₂S levels to less than 1.0 MG/L and less than an average of 10 ppm respectively.

Hemlock on the Bank Pump Station

Site Background

The City of Kingsport's Hemlock on the Bank Pump Station and Force main consists of 2,400 linear feet of 3 inch pipe. There is an estimated daily flow of 20,000 GPD and a detention time of approximately 1.06 hours.

Installation of Permanent Sites

Source recommends that a permanent STX Process treatment system be installed at the Hemlock on the Bank pump station. Source will provide an optimum pump system which is suited for this application. In addition, Source and/or its vendors will provide the installation services and chemical fills. The chemicals will be injected directly into the force main. **This will significantly reduce or eliminate odor and corrosion downstream.**

The system will be supplied and installed by Source Technologies. All equipment will be provided to the City of Kingsport and **Source Technologies will maintain the system for the City of Kingsport which is included in the chemical unit price.**

Standard Equipment (Provided by Source Technologies)

- One (1) chemical feed pump system (2 pumps) mounted in a containment box at the feed site.
- Tubing, calibration columns, and other miscellaneous parts relating to pumps and tanks. The pump manufacturer will assemble pump skid.
- One (1) 375 gallon Double Wall HDPE tank and One (1) 200 gallon Single Wall HDPE tank.
- Two (2) stainless steel injection piece at the site.
- Install 1/2 inch PVC conduits from the tanks to the injection points.
- Insert 3/8 OD polyethylene tubing in one conduit and 3/8 OD kynar tubing in the other.

Installation

Source will perform the complete installation of the system including calibrations, plumbing, and other miscellaneous tasks with the following exceptions:

The **City of Kingsport** and/or their subcontractors will be responsible for the following tasks;

- Provide a fencing if needed.
- Provide 2 all stainless steel taps on the force mains at each site if needed.
- Trench from tanks to the injection points.
- Have water hydrant at each feed site.

Treatment Objectives and Daily Operational Costs

The STX system recommended in this proposal is uniquely capable of reducing sulfide and H₂S levels to less than 1.0 MG/L and less than an average of 10 ppm respectively.

Chemical Cost

Estimated Daily Cost

Old Mill Pump Station #203

\$160.21/day

**Feed rate ETX 17.8 GPD est. (\$6.00 per gal.)
Feed rate H₂O₂ 8.90 GPD est. (\$6.00 per gal.)**

Hemlock on the Bank Pump Station #318

\$40.03/day

**Feed rate STX 0.67 GPD est. (\$24.00 per gal.)
Feed rate H₂O₂ 4.00 GPD est. (\$6.00 per gal.)**

The feed rates will fluctuate up and down throughout the year based on sulfide levels but should average out at approximately what is stated above. Source will inform the City of Kingsport if they see that feed rates need to be increased more than projected and will get approval first before increasing them. Maximum yearly expense not to exceed \$15,000 for Hemlock on the bank and \$65,000 for Old Mill.

Service Agreement

Source will provide all service and maintenance on all the equipment they provide. This will include all chemical fills which are estimated to occur every 3-4 months. A pre-approved monthly report on performance will also be submitted.

Contract Agreement

Source proposes a one year contract with the option to renew. The City of Kingsport has the right to terminate this agreement with just cause of lack of performance by Source Technologies.

ETX and H₂O₂ are blended using some commodity ingredients. As such, the price for each chemical can fluctuate somewhat depending on fluctuations in commodity prices and the cost of fuel. Source reserves the right to pass major cost increases to its customers. While we do not anticipate major fluctuations from the prices from the original quote, Source will notify the City of Kingsport in writing if a change in price is forthcoming. With any price increase the City of Kingsport maintains the right to end their contract with Source Technologies.

Please feel free to contact me should you have any questions. We look forward to working with you on this project.

Respectfully,

Drew Kirby
Project Manager

Note: This proposal is valid for 30 days.

Approval to Proceed by the City of Kingsport of Kingsport, TN

Print

Signature of Authorized Agent



WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

Memo

To: Jeff Fleming, City Manager

From: Niki Ensor, W/WW Facilities Manager

Date: August 12, 2015

Re: Sewer Lift Station Odor/Corrosion Control – Source Technologies

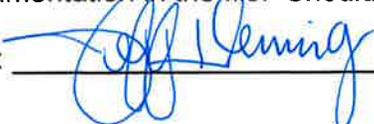
Hydrogen Sulfide (H₂S) is the primary cause of sewer odors and pipe corrosion. Hydrogen sulfide is formed from naturally occurring sulfates in sewer. In oxygen-poor environments, such as long force mains, bacteria turn all the accumulated sulfates turn to sulfide, and ultimately to corrosive sulfuric acid. If not controlled, H₂S can cause objectionable sewer odors and corrode pipes leading to premature replacement or catastrophic failures.

Control of sulfides within a collection system can be complex; force main length, detention time, and turbulence are few of the factors that can affect treatment. There numerous H₂S control solutions to choose. We previously used nitrate-based chemistry (Bioxide) in the past to control hydrogen sulfide in the system. However, it took a significant amount of chemical to oxidize the sulfides causing operational issues at pump stations. Lift station staff began talking with other municipalities and investigation other control strategies.

First Utility District of Knox County had recently switched from Bioxide to Source Technologies' ETX Process. After seeing their results, a trial was conducted at Old Mill Pump Station with similar success. The EXT Process combines hydrogen peroxide with a catalyst. The catalyst extends the effectiveness of the peroxide making it especially cost effective in long force mains like Old Mill (5 miles).

City Code Section 2-599 permits the City manager to enter into a one source contact when it is determined to be in the best interest of the City of Kingsport. It is my opinion a one source contract with Source Technologies is appropriate use of the above city code. The ETX Process was shown to be effective to control hydrogen sulfide during the trial and is expected to protect infrastructure, reduce objectionable sewer odors and eliminate issues previously experienced with Bioxide. The ETX process is not expected to cause any adverse operational issues at the pump stations.

If you are in agreement with this recommendation I would ask that you sign below in order to have documentation in the file. Should you have any questions please feel free to contact me.

Approved:  Date: 8/15/15



AGENDA ACTION FORM

Amendment to the Contract between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-223-2015
 Work Session: August 17, 2015
 First Reading: N/A
 Final Adoption: August 18, 2015
 Staff Work By: Ronnie Hammons
 Presentation By: Ryan McReynolds

Recommendation:
 Approve the Resolution.

Executive Summary:
 Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities. In June 1996, the City executed a contract in lieu of a performance bond. The present amount of financial assurance is \$1,955,801.00. This amount must be adjusted annually for inflation. The new amount of \$1,986,116.43 requires an amendment to the contract.

- Attachments:**
 1. Resolution
 2. Contract in Lieu of Performance Bond

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

WHEREAS, in 1996, the board approved a resolution authorizing the mayor to sign an Contract in Lieu of Performance Bond with the Tennessee Department of Environment and Conservation for the demolition landfill; and

WHEREAS, due to inflation, the amount of the financial assurance changes annually; and

WHEREAS, the amount of the financial assurance in the current contract should be changed from \$1,955,801.00 to \$1,986,116.43;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation for the demolition landfill and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment of Contract in Lieu of Performance Bond

Whereas, Kingsport, Tennessee and the State of Tennessee Department of Environment and Conservation, entered into Contract in Lieu of Performance Bond (Copy attached) for proper operation and closure and/or post-closure of the Kingsport Demolition Landfill, Registration Number DML 82-0016; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$1,955,801.00 from any funds being disbursed or to be disbursed from the State to Kingsport, TN as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Kingsport, Tennessee desire to change the amount of said financial assurance from \$1,955,801.00 to \$1,986,116.43.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure \$1,955,801.00 " is deleted and the figure "\$1,986,116.43" is substituted in lieu thereof.

Date of Amendment to Contract _____, 2015

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement as setout herein that do not substantially alter the

material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Financial Responsibility
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Ave., 10th Floor
 Nashville, TN 37243
 (615) 532-0851

June 9, 2015

The Honorable Dennis R. Phillips
 Mayor of Kingsport, TN
 C/O Mr. Ronnie Hammonds
 City Hall, 225 West Center Street
 Kingsport, Tennessee 37660-4237

RE: Annual Inflation Adjustment of the financial assurance for **City of Kingsport Demolition Landfill, Permit # DML 82-0016** as required by the Regulations of the Division of Solid Waste Management.

Dear Mayor Phillips:

The staff of the Financial Responsibility Group, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for 2015 inflation adjustments as **1.55%**. The amount of your financial assurance instrument(s) from the Year 2014 must be multiplied by **1.0155**. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U.S. Department of Commerce during the year.

Please review the amount(s) listed for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2015 Inflation Adjustment Required

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance On File	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total Required Amount of Financial Assurance:
DML 82-0016	Contract	6-24-15	\$ 1,955,801.00	\$ 30,315.43		\$ 1,986,116.43

Mayor Phillips
C/O Mr. Ronnie Hammonds
City of Kingsport
June 9, 2015
Page 2

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2015 annual inflation adjustment and/or post-closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

- (1) Any County and/or Municipal Contract In Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00).**

If you have any questions, please call me at (615) 532-0848 or you may email me at james.marks@tn.gov if you would like to receive an electronic copy of the blank contract via mail just let me know

Respectfully,

James Marks, ASA IV
Municipal & County Contract Administrator
TDEC – Division of Financial Responsibility

CC: Rick Whitson, Manager of Solid Waste Management, Johnson City Field Office, TDEC

Amendment of Contract in Lieu of Performance Bond

Whereas, **Kingsport, TN** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond (Copy attached) for proper operation and closure and/or post-closure of **Kingsport Demolition Landfill**, Registration Number **DML 82-0016**; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to **\$ 1,955,801.00** from any funds being disbursed or to be disbursed from the State to **Kingsport, TN** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and **Kingsport, TN** desire to change the amount of said financial assurance from **\$ 1,955,801.00** to **\$ 1,986,116.43**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure **“\$1,955,801.00”** is deleted and the figure **“\$ 1,986,116.43”** is substituted in lieu thereof.

Date of Amendment to Contract **June 9,** 2015.

Commissioner
Department of Environment
and Conservation

Title: **Mayor**
For the City of **Kingsport, TN**

Commissioner
Department of Finance
and Administration

Title _____
For the County of: _____

Title _____
For _____

(Please Type or Complete Form in Ink and Submit Three (3) Signed Originals of this Document)

Financial Responsibility Activity Log:

File/Company Name: _____

City of Kingsport, TN

Date:	Evaluated By:	Actions / Comments / Notices
7/2/2012	JEM	2012 Inflation Adjustment Notice Sent to Principal
9/11/2012	JEM	Signed 2012 Contract Sent to OGC
1/1/2012	JEM	Completed 2012 Contract mailed to Principal
5/30/2014	JEM	2014 Inflation Adjustment Notice sent to Principal
7/7/2014	JEM	2014 SECOND NOTICE sent to Principal
7/15/2014	JEM	Called the Mayor Phillips' office to ascertain the status of contract return. "Being mailed today"
7/23/2014	JEM	Contract received from Principal sent to OGC for review
8/11/2014	JEM	Completed contract mailed to Principal
6/9/2015	JEM	2015 Inflation Adjustment Notice MAILED to Principal
7/30/2015	JEM	2015 Inflation Adjustment SECOND NOTICE mailed to Principal

FINANCIAL RESPONSIBILITY

CUSTOMER DATABASE

DESCRIPTION	Solid Waste Management		Evaluated by: JEM
(UST ONLY)	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> ELIGIBILITY ASSUMED	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> NOT FUND ELIGIBLE	<input type="checkbox"/> NOT PARTICIPATING IN THE FUND
OWNER/ OPERATOR NAME	Kingsport Demolition Landfill		
ADDRESS	City Hall, 225 West Center Street Kingsport, TN 37660-4237	City Hall, 225 West Center Street Kingsport, TN 37660-4237	
CONTACT PERSON	Mr. Dennis R. Phillips	C/O Ronnie Hammonds	
TITLE	Mayor (Kingsport, TN)	Streets and Sanitation Manager	
TELEPHONE #	(423) 229-9400	(423) 229-9497	
FAX NUMBER	dennisphillips@kingsporttn.gov	ronniehammonds@kingsporttn.gov	
CORPORATE PARENT/OWNER ADDRESS	REGULAR MAIL (Until July 2015)		
CONTACT PERSON			
TITLE			
TELEPHONE #			
FAX NUMBER			
HW INSTALLATION ID # (EPA)			
SOLID WASTE PERMIT #	DML 82-0016		
UST OWNER ID #			
RADIOLOGICAL HEALTH PERMIT #			
SUPERFUND PERMIT #			
GEOLOGY (OIL & GAS) PERMIT #			
WATER POLLUTION CONTROL (SURFACE MINING) PERMIT #			

FACILITY ID#(s) OR PERMIT #(s) UNDER THIS OWNER

FACILITY OR PERMIT
ID #

LOCATION OR ADDRESS

DML 82-0016

Kingsport, TN

Summary Sheet
Amount of Financial Assurance Required

PERMIT ID # OR FACILITY ID # (s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY REQUIRED (A)	AMOUNT OF POST- CLOSURE REQUIRED (B)	AMOUNT OF 3RD PARTY LIABILITY REQUIRED (C)	AMOUNT OF CORRECTIVE ACTION REQUIRED (D)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
DML 82-0016	\$1,934,680.96	\$51,435.47					\$1,986,116.43
Total Required						Total (A,B,C,D)	
	\$1,934,680.96	\$51,435.47	\$0.00	\$0.00			\$1,986,116.43

Amount of Financial Assurance On File

PERMIT ID # OR FACILITY ID#(s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY ON FILE (AA)	AMOUNT OF POST- CLOSURE ON FILE (BB)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (CC)	AMOUNT OF CORRECTIVE ACTION ON FILE (DD)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
DML 82-0016	\$1,905,150.62	\$50,650.38			C 6/24/96	Kingsport, TN	\$1,955,801.00
Total on File						Total (AA,BB,CC,DD)	
	\$1,905,150.62	\$50,650.38	\$0.00	\$0.00			\$1,955,801.00
Net amount underfunded as of 08/10/2015	-\$29,530.33	-\$785.09					-\$30,315.43

ABBR. C - CONTRACT CB - CASHBOND, CHECK OR CASH CD - CERTIFICATE OF DEPOSIT CG-FT - CORPORATE GUARANTEE
 FINANCIAL TEST CI - CERTIFICATE OF INSURANCE FT - FINANCIAL TEST GG - GOVERNMENT GUARANTEE LC - LETTER OF CREDIT
 PB - PERFORMANCE BOND S - SECURITIES TF - TRUST FUND

Attachment 1 : Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

Facility :	City of Kingsport Demolition Landfill					
Permit# :	DML 82-0016					
Initial Year Calculated :	2004					
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CONTIN- GENCY COST (4) (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
Year	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
1996	1.025	\$1,272,900.00	\$36,000.00	\$15,000.00	\$66,195.00	\$1,390,095.00
1997	1.020	\$1,298,358.00	\$36,720.00	\$15,300.00	\$67,518.90	\$1,417,896.90
1998	1.020	\$1,324,325.16	\$37,454.40	\$15,606.00	\$68,869.28	\$1,446,254.84
1999	1.010	\$1,337,568.41	\$37,828.94	\$15,762.06	\$69,557.97	\$1,460,717.39
2000	1.015	\$1,357,631.94	\$38,396.38	\$15,998.49	\$70,601.34	\$1,482,628.15
2001	1.021	\$1,386,142.21	\$39,202.70	\$16,334.46	\$72,083.97	\$1,513,763.34
2002	1.022	\$1,416,637.34	\$40,065.16	\$16,693.82	\$73,669.82	\$1,547,066.13
2003	1.011	\$1,432,220.35	\$40,505.88	\$16,877.45	\$74,480.18	\$1,564,083.86
2004	1.016	\$1,455,135.87	\$41,153.97	\$17,147.49	\$75,671.87	\$1,589,109.20
2005	1.022	\$1,487,148.86	\$42,059.36	\$17,524.73	\$77,336.65	\$1,624,069.60
2006	1.027	\$1,527,301.88	\$43,194.96	\$17,997.90	\$79,424.74	\$1,667,919.48
2007	1.030	\$1,573,120.94	\$44,490.81	\$18,537.84	\$81,807.48	\$1,717,957.07
2008	1.027	\$1,615,595.20	\$45,692.06	\$19,038.36	\$84,016.28	\$1,764,341.91
2009	1.024	\$1,654,369.49	\$46,788.67	\$19,495.28	\$86,032.67	\$1,806,686.11
2010	1.012	\$1,674,221.92	\$47,350.14	\$19,729.22	\$87,065.06	\$1,828,366.35
2011	1.010	\$1,690,964.14	\$47,823.64	\$19,926.52	\$87,935.71	\$1,846,650.01
2012	1.024	\$1,731,547.28	\$48,971.41	\$20,404.75	\$90,046.17	\$1,890,969.61
2013	1.019	\$1,764,446.68	\$49,901.86	\$20,792.44	\$91,757.05	\$1,926,898.03
2014	1.015	\$1,790,913.38	\$50,650.39	\$21,104.33	\$93,133.40	\$1,955,801.50
2015	1.0155	\$1,818,672.54	\$51,435.47	\$21,431.45	\$94,576.97	\$1,986,116.43

(1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.

(2) The summation of the required years of post closure cost as submitted by the owner/operator and approved or amended by the Division

(3) Calculated at 100 tons per day for individual year x 30 days at \$7.14 per ton.

(4) Calculated at 5% of items (1+2+3) above.

Note: The total amount of financial assurance can be reduced after certification of closure by the sum of closure cost, operations cost, and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.



AGENDA ACTION FORM

Approve Offer for Property Acquisition for Storm Water Utilities

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-224-2015
Work Session: August 17, 2015
First Reading: N/A

Final Adoption: August 18, 2015
Staff Work By: R. Trent; S. Robbins
Presentation By: R. McReynolds

Recommendation:
Approve the offer.

Executive Summary:

Storm Water Utilities has requested that a 0.13 acre tract of property referenced as tax map 061L, group D, parcel 027.00 be purchased in order to construct a water quality unit. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and the property appraised for \$6,700.00. The owners of the property, Roger & Nancy Williams, are willing to sell the 0.13 acre tract of property to the city for the amount of \$7,300.00. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #ST1302.

Attachments:

- 1. Resolution
- 2. Property Location Map

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF 0.13 ACRE TRACT OF REAL PROPERTY FOR STORM WATER UTILITIES; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order for Storm Water Utilities to install a water quality unit, the board finds that it is the best interest of the city to purchase a 0.13 acre parcel of property identified as tax map 061L; group D; parcel 027.00; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of property indicating the fair market value, an offer of \$7,300.00 is approved for the purchase of a 0.13 acre parcel of property identified as tax map 061L; group D; parcel 027.00, subject to such conditions as set out in the Purchase Agreement below.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement for a 0.13 acre parcel of property identified as tax map 061L; group D; parcel 027.00, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said draft of the agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Sellers's signatures between **LEWIS ROGER WILLIAMS and wife, NANCY ANN WILLIAMS**, (hereinafter referred to as the "Sellers"), and **THE CITY OF KINGSFORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SALE. Sellers agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Sellers, subject to the terms and conditions of this Agreement a 0.13 acre portion of that real property situate, lying and identified as tax map 061L; group D; parcel 027.00, Kingsport, Sullivan County, Tennessee, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditments and appurtenances thereunto belonging or

in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Buyer to Sellers for the Real Property shall be Seven Thousand Three Hundred and No/100 Dollars (\$7,300.00) (the "Purchase Price").

(b) Terms of Payment. Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Sellers in cash or certified funds payable to Sellers on the Closing Date.

3. CLOSING. The closing shall occur on or before September 30, 2015, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Sellers agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Sellers and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Sellers in writing of Buyer's objections to the survey and Sellers shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Sellers fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Sellers; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Sellers of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Sellers shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Sellers are unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Sellers hereby agree to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Sellers are unable to convey marketable title to the Real Property due to defects in Sellers' title, or Sellers are unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Sellers shall remove said title defects or exceptions. If Sellers are unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or

exceptions by so notifying the Sellers in writing, or if Sellers shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Sellers' ownership, and to the best of Sellers' knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Sellers are not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Sellers and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Sellers represent that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

8. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Sellers set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Sellers shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Sellers' part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Sellers, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

9. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLERS:	Roger & Nancy Williams 1585 Fort Henry Drive, Suite 2E Kingsport, Tennessee 37664
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660 Attention: J. Michael Billingsley

10. PRORATIONS. All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

11. EXPENSES OF SELLERS. In closing this transaction, Sellers shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Sellers in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Sellers in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

12. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

13. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Sellers until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Sellers regarding such loss or damage. If action is necessary to recover under any casualty policy, Sellers shall cooperate with Buyer in bringing such action in Sellers's name and Sellers shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

14. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

15. MERGER CLAUSE. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Sellers. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. POSSESSION. Delivery of possession of the Real Property shall occur at Closing.

17. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. ENTIRE AGREEMENT; MODIFICATIONS. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

Situate, lying and being in the 11th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEING Lot 8, Block 6, in Woodlawn Addition to the City of Kingsport as shown on plat of same dated September 19, 1956, and prepared by King Engineering Company, as recorded in the Register's Office for Sullivan County at Blountville, Tennessee, in Map Book 5, at page 146; and being a part of the same property as that conveyed to G. P. Roller by deed of record in said Register's Office in Deed Book _____, at page _____; to all of which reference is hereby expressly made. The Party of the First Part was vested with power of sale under the Last Will of George P. Roller, deceased, of probate in Will Book 5, at page 386, in the County Clerk's office at Blountville, Tennessee.

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and city attorney, to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION VI. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION VII. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August, 2015.

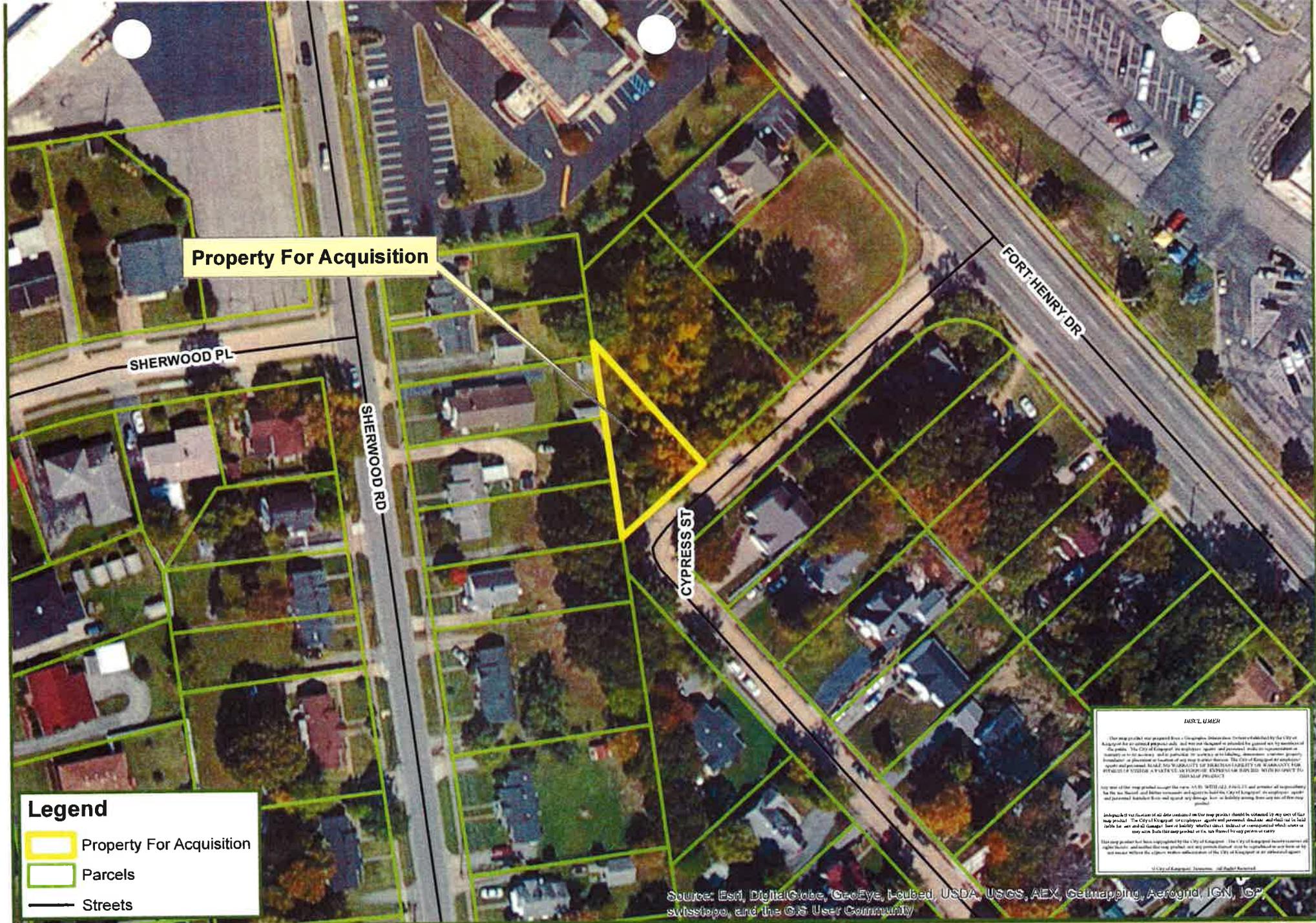
JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Property For Acquisition

SHERWOOD PL

SHERWOOD RD

CYPRESS ST

FORT HENRY DR

Legend

- Property For Acquisition
- Parcels
- Streets

DISCLAIMER

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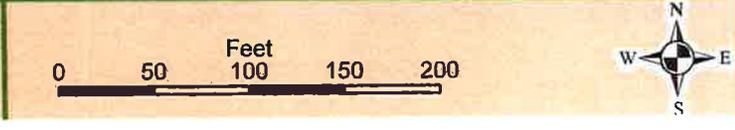
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Prepared by the City of Kingsport
 Geographic Information System (G.I.S.)
 Date: 08-10-15
 Map File Name: 17950wo10067





AGENDA ACTION FORM

Agreement with Barge Waggoner Sumner and Cannon for Design Services

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 

Action Form No.: AF-221-2015
Work Session: August 17, 2015
First Reading: N/A

Final Adoption: August 18, 2015
Staff Work By: J. Steinmann, D. Mason
Presentation By: Chris McCart

Recommendation:
Approve the Resolution.

Executive Summary:

As part of the City's 2017 Centennial celebration, the Kingsport Centennial Commission has been tasked with selecting a destination project to help celebrate the City's 100th anniversary. The Commission recently recommended approval of a concept design for the project, to be called Kingsport Centennial Park. The next step in developing the project is to move forward by entering an agreement with Barge Waggoner Sumner and Cannon (BWSC) to complete the design, construction documents and bid package for the project for an amount not to exceed \$196,015.00. As part of the design process, BWSC and the City will complete a review and selection process for a water feature vendor. After that process is complete we expect an additional \$20,000 to \$22,000 fee for completion of stamped drawings for the water feature from the water feature vendor.

Approval of this resolution will authorize the Mayor to sign all necessary documents for the City to enter into an agreement with BWSC. The lump sum proposal includes design, bidding and construction administration. At this time staff recommends entering into an agreement for design and bid documents only.

Attachments:

- 1. Resolution
- 2. BWSC Proposal

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH BARGE WAGGONER SUMNER & CANNON, INC. FOR DESIGN SERVICES FOR THE CENTENNIAL PARK PROJECT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, a new park facility will be located at the corner of East Main and Cherokee Streets; and

WHEREAS, it is recommended the city enter an agreement with Barge Waggoner Sumner & Cannon, Inc. for design services and a bid package for the project; and

WHEREAS, the estimated cost for the agreement is not to exceed \$196,015.00 and the funds are available in project account GP1533;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the agreement with Barge Waggoner Sumner & Cannon, Inc. in an amount not to exceed \$196,015.00, for design services and a bid package for the Centennial Park Project, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, an agreement with Barge Waggoner Sumner & Cannon, Inc. for design services, bidding and construction phase for the project, and all other documents necessary and proper, and to take such acts as necessary to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective on the 24th day of August, 2015, by and between Barge Waggoner Sumner & Cannon, Inc., hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for Centennial Park Design and Construction Services, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I

SCOPE OF SERVICES AND SCHEDULE

1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Items A and B of Section II Scope of Services in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.

1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with

Items A and B of the Scope of Work contained in Appendix A.

1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

ARTICLE II

INDEPENDENT CONTRACTOR

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

ARTICLE III

COMMITMENT OF PERSONNEL

3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.

3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

ARTICLE IV

COMPENSATION

4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed One Hundred Ninety-Six Thousand Fifteen Dollars and No Cents (\$196,015.00). Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.

4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.

4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to CONSULTANT only after CONSULTANT has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.

4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

ARTICLE V

PERIOD OF PERFORMANCE

5.1 The Scope of the Services to be performed by CONSULTANT shall be fully and finally completed within 161 calendar days from the date of this Agreement. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

ARTICLE VI

LIABILITY AND INSURANCE

6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

6.2 Insurance - Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 - \$1,000,000 combined single limit per occurrence;

2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 - \$1,000,000 combined single limit per occurrence;

3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

ARTICLE VII

TERMS AND CONDITIONS

7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.

7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute part of this Agreement.

7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.

7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.

7.6 Termination - If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by

CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.

7.8 Right to Rely – The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.

7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.

7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

ARTICLE VIII

OWNERSHIP OF DOCUMENTS

8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for

a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

August 10, 2015
9309180

Mr. Chris McCartt
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RE: Centennial Park Design and Construction Services

Dear Mr. McCartt:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to respond to your request for a proposal for the referenced project. We have revised our proposed scope of work as requested, which is detailed in Attachment "A".

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have other questions regarding the proposal, please advise me immediately by calling (423) 247-5525.

Sincerely,



Jennifer Salyer
Project Manager

Enclosure

Copy to: Nelson Elam

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide design, bidding and construction phase services for Centennial Park in accordance with the park master plan included as Attachment B. The park elements to be designed as part of the Phase 1 implementation include the following.

Base Bid:

- Utility Undergrounding and Relocation
- Parking Lot Improvements
- Walkways and Plazas
- Seat Walls
- Storm Drainage
- Site Utilities (water and sanitary sewer)
- Site Lighting and Electrical
- Landscaping
- Park Signage
- Interactive Water Feature
- Restroom / Pump Room Facility

Add Alternate 1:

- Enhanced Train Platform
 - Widened platform
 - Wooden roof structure and central support columns
 - Metal hip roof
 - Cable railing
 - Stair and ramp access

Add Alternate 2:

- Irrigation

Add Alternate 3:

- Covered Stage
 - 20' x 20' Elevated concrete stage
 - Overhead structure similar in architectural style to the train platform with a metal roof
 - Stair and ramp access

Add Alternate 4:

- Brick Paving

Design for associated site demolition, earthwork and erosion control are also included as part of this scope of work.

II. Scope of Services

BWSC proposes the following Scope of Services related to the above-noted items.

A. Survey / GPR Utility Location Services

Boundary Survey

1. Boundary survey with all existing easements.
2. Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify street monuments and show distance to the nearest intersection.
3. Plot location of structures on the property (see enclosed sheet for property survey limits). Dimension perimeters in feet and decimals to .05'. State the character and number of stories. Dimension to other buildings.
4. Show encroachments, including cornices, belt courses, etc., either way across property lines.
5. Describe fences and walls.
6. Show recorded or otherwise known easements and rights-of-way; state the owner of each.
7. Show building line and setback requirements, if any.
8. Prepare four easement documents for utility line relocation (two for new utility routes and two for abandonment of existing easements).

Topographical Survey

1. A minimum of one permanent benchmark on site and a description and elevation to nearest .01 foot.
2. Contours at one (1) foot intervals; error shall not exceed one half contour interval.
3. Plotted location of structures, above and below ground, man-made (e.g., paved areas) and natural features; all floor elevations and elevations at each entrance of buildings on the property.
4. Location, size, depth and pressure of water and gas mains, central steam and other utilities. BWSC will utilize GPR along with existing utility maps in order to locate underground utilities to the best of our ability. The Contractor will be responsible for utilizing Tennessee One Call to confirm utility locations.
5. Name of the operating authority of each utility.
6. Mean elevation of water in any excavation, well or nearby body of water.

7. Location of flood plain and flood level of streams or adjacent bodies of water.
8. Extent of watershed onto the property.
9. Locate all trees (including size and description) within the survey area.
10. Description of natural features.
11. Location of adjacent railroad as well as right-of-way determination.

Drawings

1. Drawings shall note all dimensions in equivalent feet and decimal to .05'.
2. Drawing sheets shall be as determined by BWSC.
3. Use scale 1"=50'-0" or larger. Include graphic scale.
4. Show NORTH arrow.
5. Include legend of symbols and abbreviations used on the drawing(s).
6. Spot elevations on paving or other hard surfaces shall be to the nearest 0.05', on other surfaces to the nearest 0.10'.
7. All information shall be shown on the same drawing.
8. State elevation datum on each drawing. Give location of benchmark used.
9. Furnish to the Designer two (2) CDs in .dgn/.dwg format and three prints of each drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown and in accordance with the State of Tennessee Registered Land Surveyor regulations.

B. Design & Permitting Services

Civil Engineering Design

Site and Utility Demolition Design

BWSC proposes to provide site and utility demolition design for the site. This will include details for the demolition of the existing train platform, existing driveways, curb and gutter, sidewalks, pavement, and utilities as required. BWSC will provide the appropriate specifications to perform the construction work.

Site Layout, Grading and Drainage Design

BWSC proposes to provide site layout, grading, and drainage design for the site. This will include details for the parking lot, curb and gutter, sidewalks, pavement, and base, designed to local specifications or geotechnical recommendations. Also included for the site will be inlet and pipe, size and location, drainage swales, and relevant spot elevations to achieve positive drainage. BWSC will provide the appropriate specifications to perform the construction work.

Sanitary Sewer Design

BWSC will provide detailed design for the proposed gravity sanitary sewer. BWSC will provide the appropriate specifications to perform the construction work.

Phased Erosion Control/Stormwater Management System Design

BWSC will provide storm drainage management system design, including surface conveyance system, pipe conveyance system, stormwater detention system, and

water quality system per the local requirements. Stormwater calculations will be accomplished using approved methods. Temporary sediment ponds may be required as part of the project detention/erosion and sediment controls. The stormwater design will accommodate on-street and off-street drainage. A stormwater pollution prevention plan (SWPPP) will be prepared as required. Plans will also include erosion, sediment, and pollution controls using accepted Best Management Practices (BMP's). BWSC will provide the appropriate specifications to perform the construction work.

Domestic Water System Design

BWSC will provide a domestic water system design illustrating connection to existing water lines adjacent to the project site, size and routing of the proposed system, point of connection for units within 5 feet of the proposed building, and fire hydrant location as required by local code. Typical details will be provided as well. BWSC will provide the appropriate specifications to perform the construction work.

Landscape Architectural Design

Planting Design

BWSC will provide professional landscape architectural design services illustrating the proposed planting design for the site and other amenity areas as permitted by the budget. A site landscape plan will be developed. BWSC will provide the appropriate specifications to perform the construction work. Plans will illustrate the following items:

1. Plant location
2. Plant type
3. Plant name (scientific and common)
4. Plant size
5. Notes
6. Details
7. Quantity

Hardscape Design

Provide professional landscape architectural design services illustrating the proposed hardscape features for the project area. Services are to include the following areas:

1. Specialty paving at the entrances
2. Specialty pedestrian areas
3. Seat walls
4. Water feature plaza
5. Plaza areas
6. Park Signage
7. Areas for Public Art

Plans will illustrate the following:

1. Material type and finishes
2. Dimensions and layout
3. Spot elevations and slopes
4. Notes, details, sections, etc.

Specifications for noted items will be included.

Irrigation Design

BWSC will provide professional irrigation design services illustrating the proposed irrigation design for the facility. Typical details will be provided as well. BWSC will provide the appropriate specifications to perform the construction work. Plans will be drawn to a known scale and will illustrate the following:

1. Point of connection to water source
2. Meter size and location
3. Backflow size and location
4. Controller location
5. Main line size and routing
6. Valve size, type, and location
7. Lateral line size and routing
8. Irrigation head, type, and location
9. Quick coupler location
10. Notes and details

Architectural Design

BWSC proposes to provide architectural design services for the restroom/pump room facility, train platform and covered stage. This will include plans, elevations, sections, details, materials, finishes, and door schedules as necessary for each structure.

The train platform and covered stage will reflect a heavy timber type design to reflect the previous train platform. The restroom/pump room facility will be constructed of masonry interior walls and a brick veneer on the exterior to blend into the existing structures and a metal roof. A guard rail system will be provided along the perimeter of the train platform and covered stage due to their elevated platforms. The design will also evaluate the future tower structure and any necessary provisions needed for future construction. BWSC will provide the appropriate specifications to perform the construction work.

Structural Design

BWSC proposes to provide structural design services for the restroom/pump room facility, train platform and covered stage. This will include foundation plans, roof framing plans, sections, and details for each structure. The scope includes one initial site visit to evaluate the condition of the existing platform. Necessary provisions needed for the future tower construction will also be evaluated. BWSC will provide the appropriate specifications to perform the construction work.

The structural engineer will coordinate the criteria, specifications and foundation interface with a specialty contractor regarding the design of the heavy timber structures for the train platform and stage. The specialty contractor will be responsible for providing stamped shop drawings prior to construction.

The fountain vendor/designer will be responsible for providing the required foundation interface requirements for BWSC's use, including but not limited to the extent of underground tanks, pits, vaults, etc.

Mechanical Design

BWSC proposes to provide mechanical design services for the restroom/pump room facility. Design will include the following.

- Heating and ventilation only
- Waste, vent and domestic hot and cold water piping to all toilet and any other fixtures requiring plumbing
- Plumbing provisions necessary within the pump room to facilitate the water feature
- Coordination with site utility requirements

The design will also evaluate the future tower structure and any necessary provisions needed for future construction. BWSC will provide the appropriate specifications to perform the construction work.

Electrical Design

BWSC proposes to provide electrical design services including site lighting, electrical service, relocation of overhead and underground electrical and communication utilities, and building structures. Specific items included are as follows.

- Restroom/pump room facility
- Train platform
- Covered stage
- Site lighting for the park and revised parking lot
- Electrical service
- Relocation of existing electrical and communication utilities
- Wifi rough-in (equipment and service to be provided by others)
- Coordination with AEP, Century Link and Charter
- Outdoor electrical receptacles

Design will include electrical site plans, lighting and power floor plans, schedules, and details as necessary for each component. The design will also evaluate the future tower structure and any necessary provisions needed for future construction. BWSC will provide the appropriate specifications to perform the construction work.

Permitting Services

BWSC will provide the following permitting services:

1. TDEC SWPPP Coordination – BWSC will prepare the SWPPP and Notice of Intent (NOI) and submit to TDEC.

C. Bid Administration

BWSC will provide professional services related to supporting the Client during bidding and awarding of the construction contract for the work outlined above under Construction Documents. These services will begin upon the successful completion of final construction documents and will include the specific tasks as follows:

1. Assist with advertisement and solicitation of bids.
2. Prepare and issue addendums as required during the bid phase.
3. Attend pre-bid meeting.
4. Prepare and issue meeting minutes of pre-bid meeting.
5. Respond to contractor questions.
6. Prepare certified bid tabulation.
7. Submit recommendation of award.
8. Prepare and issue notice of award.
9. Prepare and issue Notice to Proceed.

D. Construction Administration

Provide professional services related to construction administration of the project as outlined below. These services will begin at the pre-construction meeting. Specific items included are as follows:

1. Assist with the preparation of contract documents.
2. Assist with the preconstruction conference.
3. Assist with the preparation of meeting minutes of preconstruction meeting.
4. Review of up to two (2) reviews of contractor shop drawings and submittals.
5. Attend monthly construction progress meeting and issue meeting minutes.
6. Conduct bi-monthly site visits for an assumed 9-month construction period.
7. Provide support for the review of change order requests.
8. Provide necessary interpretations and clarifications of the contract documents.
9. Participate in punch list inspection.
10. Issue Certificate of Substantial Completion.
11. Participate in final inspection.

It is understood and agreed that BWSC's services under this agreement do not include full time construction representation or review of the Contractor's performance, and that such services will be provided by the Client. The Client waives any claims against BWSC that may in any way be connected thereto.

III. Project Understandings, Assumptions, and Exclusions

A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. BWSC will have access to the site and adjoining areas, as required.
2. BWSC will prepare a performance specification for the water feature for the City to solicit proposals from a pre-selected list of water feature vendors. The proposals will be evaluated and a single vendor selected to provide detailed design. Fees associated with vendor produced detailed drawings are not included in this scope of services.
3. The water feature vendor will be required to provide a complete design package including sealed engineering drawings. BWSC's design services related to the

water feature include site adapting the vendor's design to provide associated hardscape/plaza areas, drainage and utility connections and foundations for associated tanks, pits or vaults. The following information shall be provided to BWSC by the water feature vendor in order to appropriately size the pump room and provide utility connections.

- a. Equipment layout and size requirements
 - b. Field wiring requirements
 - c. Foundation interface requirements for associated tanks, pits or vaults
 - d. Drainage, water and sanitary sewer requirements
 - e. Hardscape and grading requirements
4. Construction duration is assumed to be nine (9) months.
 5. Permit, recording fees, advertisement fees, etc., are to be paid by the Client/Owner.
 6. Design will not be phased, and one set of construction documents will be produced.
 7. Appropriate sanitary sewer, water, gas, electric, and communication services are available to the site; offsite utility design services can be provided as an additional service.
 8. The site is within the Main Street Historic District, and plans will be presented to the Historic Zoning Commission.
 9. The site is properly zoned, and rezoning or variance applications are not necessary.
 10. Adequate water supply and pressure is available to achieve required fire protection flows and pressures.
 11. Adequate sanitary sewer service is available such that no pretreatment or lift station design is required.
 12. Design fee is based upon the site plan (Attachment B. Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
 13. Descriptions and exhibit drawings for the acquisition of easements are to be prepared one time if noted herein.
 14. Irrigation is to be from a domestic water source, and no supplemental pumping systems are required.
 15. All environmental, property, land acquisition, and zoning issues are assumed to have been resolved.
 16. Geotechnical report will be provided by others.
 17. Schedule is dependent upon the timely receipt of critical information, such as responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the design development project schedule. If the information is not received in a timely manner, then additional design fees may be required.
 18. Any easements for utilities or other site requirements not identified in the scope of work are assumed by others.
 19. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the contractor or Client.
 20. Any coordination or meetings involving CSX are not included, but can be provided on an hourly rate basis.
 21. In providing the OPCC, the Client understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that BWSC's OPCC are made on the basis of BWSC's professional judgment and experience. BWSC makes no

warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BWSC's OPCC.

- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
1. Design services for an upgraded stage structure, including, but not limited to sound and lighting design, electrical and storage rooms, etc.
 2. Record drawing preparation based upon markups prepared by the general contractor
 3. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
 4. Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase
 5. Preparation of multiple, separate construction contract packages
 6. Prepare revisions to plans to incorporate text revisions issued by bid document addendums.
 7. Site renderings
 8. Zoning variance applications
 9. Lead-based paint and asbestos testing
 10. Retaining wall design
 11. Sanitary sewer lift station design
 12. Traffic study
 13. Traffic signal design
 14. Offsite utility design services
 15. Permitting other than what is identified under the scope of work
 16. Environmental studies and sinkhole disturbance permitting and other environmental reports, unless noted herein
 17. Gas utility services design
 18. Platting
 19. Construction staking
 20. Foundation survey
 21. Review, approval, and recommendation of payment of contractor monthly pay requests for items related to our scope of services.

IV. Time of Performance

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, BWSC has prepared the following preliminary milestone schedule.

Tasks	Duration
Design	
1. Topographical Survey	2 weeks
2. Schematic Design (30%)	4 weeks
3. Client Review of Schematic Design	1 week

4. Design Development (60%)	4 weeks
5. Client Review of Design Development	1 week
6. Construction Documents (100%)	4 weeks
7. Client Review of Construction Documents	1 week
8. Issued for Construction Set	2 weeks
9. TDEC Review of Plans	4 weeks
10. Bidding, Award & Contract Execution	6-8 weeks
11. Construction Period	9 months

BWSC and Client are aware that many factors outside BWSC's control may affect BWSC's ability to complete the services to be provided under this Agreement. BWSC will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

V. Client's Responsibilities

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.
- E. Design submittals will be distributed by the Client to internal departments (Engineering, Planning, Stormwater, Water/Sewer, Parks & Recreation, etc.) to obtain review comments and final drawing approval.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of bid documents that will be produced as a part of this effort.

- A. Topographic survey
- B. Easement exhibits and descriptions
- C. Construction plans, notes, and details
 - a. Schematic Design Submittal (30%)
 - b. Design Development Submittal (60%)
 - c. Construction Documents Submittal (100%)

- d. Issued for Construction Set
- D. Project manual
- E. Opinion of Probable Construction Cost
- F. Permit documentation
- G. Certified bid tab, notice of award, and notice to proceed
- H. Final punch list and certificate of substantial completion
- I. Design Meetings
 - a. Project Kick-off Meeting
 - b. Schematic Design (30%) Review Meeting
 - c. Design Development (60%) Review Meeting
 - d. Construction Documents (100%) Review Meeting
 - e. Historic Zoning Commission Meeting (2)
 - f. BMA Meeting (1)

VII. Compensation

The compensation to be paid to BWSC for providing requested services is provided in the Fee Summary Table below.

Bid administration, and construction administration services are proposed to be a Cost Plus (CP) fee type, as our scope for these services may vary. The estimated fees for these three items are based on an allowance of hours for both services. The client agrees to pay BWSC on the basis of standard hourly billing rates in effect when these services are provided by various BWSC employees. Expenses incurred while performing CP services such as printing, survey stakes, mileage, etc., will be billed directly with a 15% markup for handling. The contract amounts for CP services, including direct project expenses, will not exceed the amounts shown below without prior authorization by the Client.

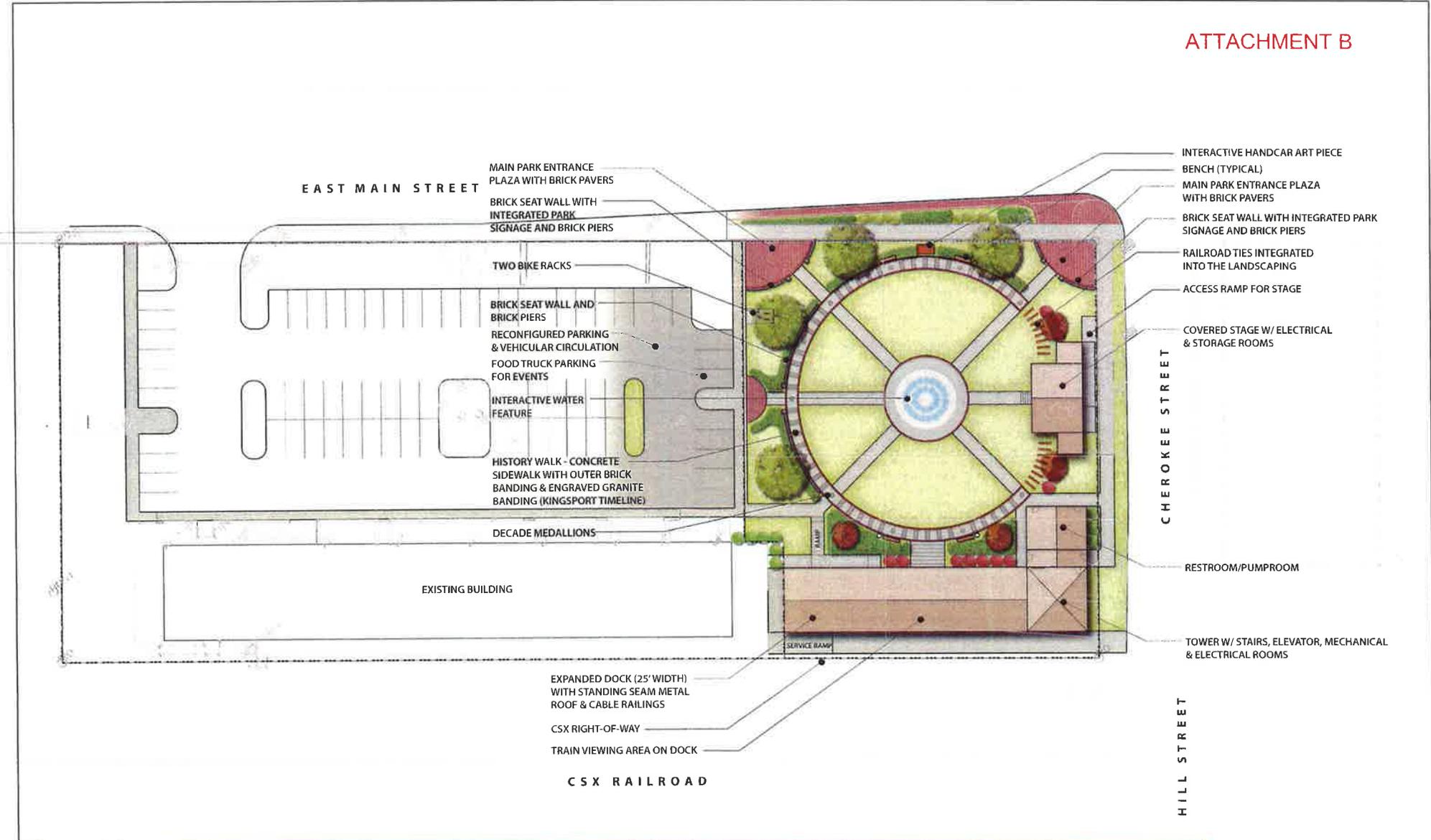
Fee Summary Table

Items	Fee Type	Fee Amount
A. Survey / GPR Utility Location Services	Lump Sum	\$2,250
B. Design & Permitting Services	Lump Sum	\$193,765
C. Bid Administration	Cost Plus	\$6,080
D. Construction Administration	Cost Plus	\$64,085

In the event additional work is requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals is provided in Attachment C.

The fees provided above are valid up to three (3) months from the date of this proposal.

ATTACHMENT B



KINGSPORT CENTENNIAL PARK

KINGSPORT, TENNESSEE



BWSC BARGE WAGGONER SUMNER & CANNON, INC.

JULY 24, 2015

F:\3036670\366700102_DESIGN\DESIGN_DOC\CONCEPTS



ATTACHMENT C

**SCHEDULE OF
STANDARD CHARGES**

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect	\$170 to \$280
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	100 to 180
Graduate Engineer, Planner, or Architect	70 to 130
Designer or Technician	60 to 120
Drafter, Administrative Assistant, etc.	50 to 100
Construction Representative	50 to 100
Surveyor	30 to 80

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued on a monthly basis.

NOTE: The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.



AGENDA ACTION FORM

Condemn Easements and Right-of-Ways for Colonial Heights Sewer Project – Phase 2

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-228-2015
 Work Session: August 17, 2015
 First Reading: N/A

Final Adoption: August 18, 2015
 Staff Work By: R. Trent; H. Clabaugh
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

In order to start the construction of Phase 2 of the Colonial Heights Sanitary Sewer Extension Project, the attached Resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire property that cannot be voluntarily secured from the property owners.

Attachments:

1. Resolution
2. Project Location Map
3. Ordinance #6443Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE CONDEMNATION
PROCEEDINGS FOR PHASE 2 OF THE COLONIAL
HEIGHTS SANITARY SEWER EXTENSION PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of Phase 2 of the Colonial Heights Sanitary Sewer Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #6443 authorized and directed the City Attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary property cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owners of record its offer to purchase certain property in the Colonial Heights area situated in the 14th Civil District of Sullivan County, to-wit:

Gary & Corlis Robe Property – Gary & Corlis Robe
Jerry & Patsy Ann Sharrett Property – Jerry & Patsy Ann Sharrett

WHEREAS, since said owners have either rejected the offer to purchase by the City of Kingsport or have, to this date, not executed a deed, the Public Works Department has requested that the City Attorney institute condemnation proceedings to acquire said property for the sanitary sewer extension project.

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

1. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved.

2. Further, that the city attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire certain property located in the Colonial Heights area situated in the 14th Civil District of Sullivan County, to-wit:

Gary & Corlis Robe Property – Gary & Corlis Robe
Jerry & Patsy Ann Sharrett Property – Jerry & Patsy Ann Sharrett

ADOPTED this the 18th day of August, 2015.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. 6443

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the construction of the Public Works Projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the City has embarked upon the accomplishment of the herein named Public Works Project in accordance with the terms and provisions of said Act; and

WHEREAS, the City is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the City, for present or future public use, and in accordance with the terms and provisions of the general law of the State regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named Public Works Projects to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named Public Works Project; and

WHEREAS, time is of the essence in the accomplishment of the herein named Public Works Project,

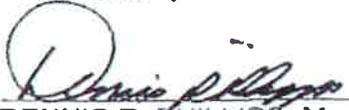
Now therefore,

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following Public Works Project:

Colonial Heights Sanitary Sewer Extension Project– Phases I & II

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the City Attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.


DENNIS R. PHILLIPS, Mayor

ATTEST:


ANGELA MARSHALL
Deputy City Recorder



APPROVED AS TO FORM:


J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: September 23, 2014

PASSED ON 2ND READING: October 7, 2014



AGENDA ACTION FORM

Apply and Accept a Section 5307 Capital Federal Transit Administration Grant from the U.S. Department of Transportation

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager 

Action Form No.: AF-225-2015
 Work Session: August 17, 2015
 First Reading: N/A
 Final Adoption: August 18, 2015
 Staff Work By: Gary Taylor/Chris Campbell
 Presentation By: Chris McCart

Recommendation:
 Approve the Resolution.

Executive Summary:

Annually, the Board of Mayor and Aldermen approves a Resolution authorizing the filing of an application with the Federal Transit Administration (FTA) for Public Transportation Capital expenditures. In FY 16 the funding will be utilized to purchase two buses and two vans each ADA/Handicapped equipped. These purchases follow KATS' Capital Replacement Plan and will be used as replacements on both Fixed Route and Paratransit Services. It is anticipated that the old vans will be traded in while the old buses will be transferred to the Paratransit Service to provide for additional capacity. FTA rates the new buses with seven years of useful life and the new vans with four years of useful life. The \$38,250 local match was previously allocated in the FY 16 budget. Once FTA approves the grant a budget ordinance will be presented for BMA approval.

Below are the program category amounts for Capital Vehicles

	Purchase		Federal/State/Local
Capital	2- Buses/Lift Equipped	\$325,000	83% 8.5% 8.5%*
	2- Vans/Lift Equipped	\$125,000	
	Total	\$ 450,000	

*Matching shares are; Local - \$38,250, State - \$38,250, Federal Transit Administration - \$373,500.

Attachments:

- Resolution

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SECTION 5307 CAPITAL FEDERAL TRANSIT ADMINISTRATION GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, the city, through the Kingsport Area Transportation Service (KATS), would like to apply for a Section 5307 Capital Federal Transit Administration Grant offered through the United States Department of Transportation; and

WHEREAS, if awarded, the grant funds would be used to purchase two buses and two vans, each ADA/Handicapped equipped replacement vehicles; and

WHEREAS, the maximum amount of the grant award is \$450,000.00 and the grant requires a 8.5 percent match, in the amount of \$38,250.00, which was allocated in the FY16 budget.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Section 5307 Capital Federal Transit Administration Grant offered through the United States Department of Transportation for the purchase of two buses and two vans and which will require a 8.5 percent match of \$38,250.00.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY