



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Monday, June 3, 2019, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

Mayor John Clark	
Vice Mayor Mike McIntire, Presiding	Alderman Betsy Cooper
Alderman Jennifer Adler	Alderman Colette George
Alderman Joe Begley	Alderman Tommy Olterman

#### **Leadership Team**

Jeff Fleming, City Manager	Scott Boyd, Fire Chief
Chris McCartt, Assistant City Manager for Administration	David Quillin, Police Chief
Ryan McReynolds, Assistant City Manager for Operations	George DeCroes, Human Resources Director
J. Michael Billingsley, City Attorney	Heather Cook, Marketing and Public Relations Director
Sid Cox, City Recorder/Chief Financial Officer	

1. Call to Order
2. Roll Call
3. KEDB / NETWORKS – Craig Denison, Clay Walker
4. PETWORKS – Tom Parham, Russ Adkins
5. Review of Items on June 4, 2019 Business Meeting Agenda
6. Adjourn

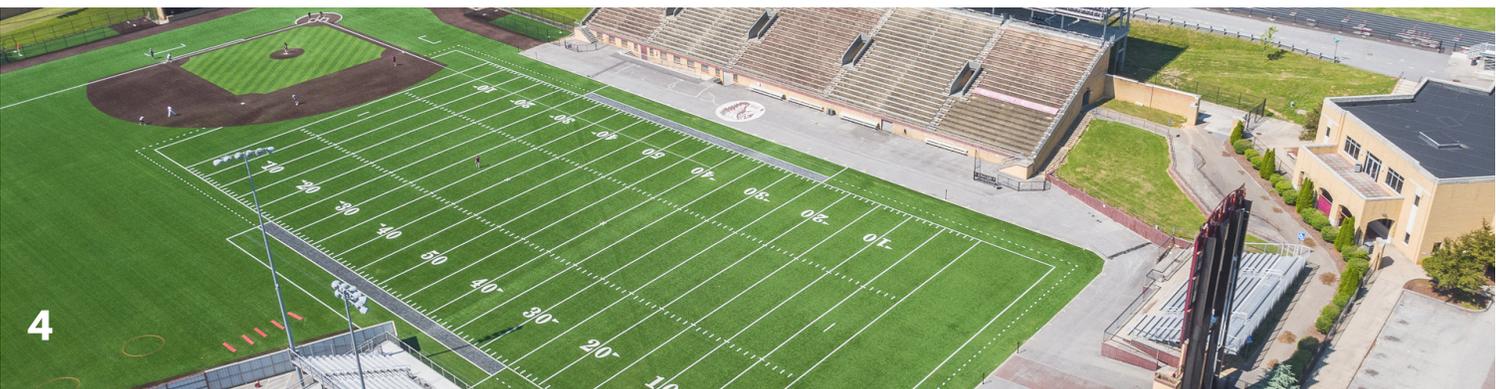
**Next Work Session, June 17:** Neighborhood Commission

***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.***

# City of Kingsport

## Project Status in Pictures

June 4, 2019



### 1 Lynn View Community Center

*The bleachers and new announcer box are complete, with only minor electrical work and clean up left.*

### 2 Bloomingdale Pike Culvert

*The existing road and culvert have been removed and concrete footers have been placed.*

### 3 Regional Science & Technology Center

*Current project work entails work on the entrance canopy, pedestrian bridges and interior painting.*

### 4 J Fred Johnson Stadium

*The turf part of the project is complete. Decals and custom color work will happen after baseball season.*

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2020	Preliminary plans expected Summer 2019.
\$4,400,000.00	Niki Ensor	<b>WWTP Electrical Improvements</b>	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Plans and specification have been finalized. Target bid date set for August. Following bid of West Kingsport.
\$4,186,000.00	Chris	<b>New KATS Transit Center</b>	Construction of a new KATS Transit Center on the former foundry property.	6/14/2019	Security cameras and door access controls being installed and tested.
\$3,867,000.00	Chad Austin	<b>Border Regions Sewer Extensions</b>	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Plans and easements have been submitted to the City's Water/Sewer Division for review. Contractor work required to validate depth of gas lines.
\$3,750,000.00	Niki Ensor	<b>Chemical Feed Design</b>	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bids opening 5/7. Bids were received, but exceeded Engineer's estimate. Bid were rejected 5/21/19. Project will be broken into two separate projects and rebid.
\$3,300,000.00	Michael Thompson	<b>Indian Trail Drive Extension</b>	The extension of Indian Trail Drive to Eastman Road at the current Reedy Creek Road / Eastman Road intersection. The project includes a bridge over Reedy Creek and realigning Reedy Creek Road to tie into the new Indian Trail Drive Extension.	6/30/2021	Project has been put on hold indefinitely due to a stalemate in communication with the existing East Stone Commons property owner necessary to move forward. Funding to be used to progress other projects in the absence of FY19 & FY20 "Local Roads" funding.
\$2,888,300.00	Niki Ensor	<b>Water &amp; Wastewater Facilities SCADA/Telemetry Project</b>	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	Received Bids on sewer portion of SCADA project on 2/19. Resolution to award bid to Frizzell Construction for \$2,888,300 on 3/19/19
\$2,380,000.00	Ryan McReynolds	<b>City Hall Relocation - Phase 1</b>	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	12/31/2019	Plans have been submitted to City staff and the Building Department for review.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,700,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	4/1/2020	MOU for AEP design and easements is being routed for signatures. Expect to have construction contract information for BMA consideration June 2019. Spring 2020 construction start anticipated.
\$1,074,738.00	Chad Austin	<b>Phase 4 Water Improvements</b>	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/16/2020	Testing underway on Mill Creek Road waterline. Subcontractor boring waterline on Clover Bottom Drive.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Received Contract 5/10/2109. Expected BMA consideration 5/21/2019.
\$961,140.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Working thru the requirements of the right of way process.
\$937,442.00	Kitty Frazier	<b>Kingsport Greenbelt - Eastern Extension - Phase 1</b>	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Contractor expeted to mobilize next week with signage, etc.
\$881,182.00	Schools	<b>J Fred Johnson Stadium - Turf Replacement</b>	The replacement of approximately 162,100 square feet of artificial grass surface at J Fred Johnson Stadium (football and baseball fields) and associated logos/markings. Work also includes the removal and offsite disposal of the existing artificial surfac	6/30/2019	The standard turf project is complete. Decals and custom color work will be completed after baseball season.
\$697,475.00	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	12/7/2019	Working to finalize the right of way phase of this project.
\$577,000.00	Niki Ensor	<b>Tri-County Tank Replacement Project</b>	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Week of 5/6 Cleaning weld seams and applying primer.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	TDOT Letting Date: 6/21/2019; Construction to begin mid- to late-July 2019
\$400,000.00	Ryan McReynolds	<b>Wilcox Bridge (Wilcox Dr. &amp; E. Sullivan St.)</b>	Bridge re-painting and landscaping	11/1/2019	Advertise May 5th for bids. Bid opening May 29th.
\$391,711.50	David Edwards	<b>Bloomington Culvert Replacement</b>	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	7/1/2019	Contractor is placing footers for culvert.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$373,871.00	Rob Cole	<b>Bays Mountain Septic System Upgrades</b>	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	5/31/2019	Installation of force main began the week of 4/30. Lift station is being installed by in-house crews.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$262,770.00	Chris McCart	<b>Lynn View Community Center Site Improvements Phase 2</b>	New metal bleachers and two new pre-Engineered metal buildng for Electrical Room and Storage Building.	6/26/2019	Bleachers and Press Box installed. Contractor addressing punch list items.

# Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$373,871.00	Rob Cole	<b>Bays Mountain Septic System Upgrades</b>	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	5/31/2019	Installation of force main began the week of 4/30. Lift station is being installed by in-house crews.
\$4,186,000.00	Chris McCartt	<b>New KATS Transit Center</b>	Construction of a new KATS Transit Center on the former foundry property.	6/14/2019	Security cameras and door access controls being installed and tested.
\$262,770.00	Chris McCartt	<b>Lynn View Community Center Site Improvements Phase 2</b>	New metal bleachers and two new pre-Engineered metal building for Electrical Room and Storage Building.	6/26/2019	Bleachers and Press Box installed. Contractor addressing punch list items.
\$881,182.00	Schools	<b>J Fred Johnson Stadium - Turf Replacement</b>	The replacement of approximately 162,100 square feet of artificial grass surface at J Fred Johnson Stadium (football and baseball fields) and associated logos/markings. Work also includes the removal and offsite disposal of the existing artificial surfac	6/30/2019	The standard turf project is complete. Decals and custom color work will be completed after baseball season.
\$391,711.50	David Edwards	<b>Bloomington Culvert Replacement</b>	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	7/1/2019	Contractor is placing footers for culvert.
\$577,000.00	Niki Ensor	<b>Tri-County Tank Replacement Project</b>	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Week of 5/6 Cleaning weld seams and applying primer.
\$937,442.00	Kitty Frazier	<b>Kingsport Greenbelt - Eastern Extension - Phase 1</b>	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Contractor expeted to mobilize next week with signage, etc.
\$400,000.00	Ryan McReynolds	<b>Wilcox Bridge (Wilcox Dr. &amp; E. Sullivan St.)</b>	Bridge re-painting and landscaping	11/1/2019	Advertise May 5th for bids. Bid opening May 29th.
\$697,475.00	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	12/7/2019	Working to finalize the right of way phase of this project.
\$2,380,000.00	Ryan McReynolds	<b>City Hall Relocation - Phase 1</b>	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	12/31/2019	Plans have been submitted to City staff and the Building Department for review.
\$1,074,738.00	Chad Austin	<b>Phase 4 Water Improvements</b>	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/16/2020	Testing underway on Mill Creek Road waterline. Subcontractor boring waterline on Clover Bottom Drive.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$3,867,000.00	Chad Austin	<b>Border Regions Sewer Extensions</b>	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Plans and easements have been submitted to the City's Water/Sewer Division for review. Contractor work required to validate depth of gas lines.
\$1,700,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	4/1/2020	MOU for AEP design and easements is being routed for signatures. Expect to have construction contract information for BMA consideration June 2019. Spring 2020 construction start anticipated.
\$2,888,300.00	Niki Ensor	<b>Water &amp; Wastewater Facilities SCADA/Telemetry Project</b>	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	Received Bids on sewer portion of SCADA project on 2/19. Resolution to award bid to Frizzell Construction for \$2,888,300 on 3/19/19
\$4,400,000.00	Niki Ensor	<b>WWTP Electrical Improvements</b>	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Plans and specification have been finalized. Target bid date set for August. Following bid of West Kingsport.
\$3,740,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bids opening 5/7. Bids were received, but exceeded Engineer's estimate. Bid were rejected 5/21/19. Project will be broken into two separate projects and rebid.
\$961,140.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Working thru the requirements of the right of way process.
\$3,750,000.00	Niki Ensor	<b>Chemical Feed Design</b>	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$7,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2020	Preliminary plans expected Summer 2019.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	TDOT Letting Date: 6/21/2019; Construction to begin mid- to late-July 2019

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$3,300,000.00	Michael Thompson	<b>Indian Trail Drive Extension</b>	The extension of Indian Trail Drive to Eastman Road at the current Reedy Creek Road / Eastman Road intersection. The project includes a bridge over Reedy Creek and realigning Reedy Creek Road to tie into the new Indian Trail Drive Extension.	6/30/2021	Project has been put on hold indefinitely due to a stalemate in communication with the existing East Stone Commons property owner necessary to move forward. Funding to be used to progress other projects in the absence of FY19 & FY20 "Local Roads" funding.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Received Contract 5/10/2109. Expected BMA consideration 5/21/2019.



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **BUSINESS MEETING**

**Tuesday, June 4, 2019, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

Mayor John Clark  
Vice Mayor Mike McIntire, Presiding  
Alderman Jennifer Adler  
Alderman Joe Begley

Alderman Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

#### **City Administration**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager of Operations  
J. Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Scott Boyd, Fire Chief  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **II.B. INVOCATION – Dr. Kenneth Sprinkle, Pastor of Mafair United Methodist Church**

#### **III. ROLL CALL**

#### **IV.A. RECOGNITIONS & PRESENTATIONS**

None

#### **IV.B. APPOINTMENTS**

1. Reappointment to PETWORKS (AF: 137-2019) (Mayor Clark)
  - Reappointment

**V. APPROVAL OF MINUTES**

1. Work Session – May 20, 2019
2. Business Meeting – May 21, 2019

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. Public Hearing and Ordinance to Adopt the FY19-20 Water Fund Budget (AF: 124-2019) (Ryan McReynolds)
  - Public Hearing
  - Ordinance – First Reading
2. Public Hearing and Ordinance to Adopt the FY19-20 Sewer Fund Budget (AF: 125-2019) (Ryan McReynolds)
  - Public Hearing
  - Ordinance – First Reading
3. Public Hearing and Ordinance to Adopt the FY19-20 Budget (AF: 123-2019) (Jeff Fleming)
  - Public Hearing
  - Ordinance – First Reading

**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. Adopt the FY19-20 Special Schools Projects Grant Fund Budget (AF: 128-2019) (Jeff Fleming, David Frye)
  - Ordinance – First Reading
2. Adopt the FY19-20 School Public Law 93-380 Grant Project Fund Budget (AF: 129-2019) (Jeff Fleming, David Frye)
  - Ordinance – First Reading
3. Adopt the FY19-20 Metropolitan Planning Project Grant Budget (AF: 126-2019) (Ryan McReynolds)
  - Ordinance – First Reading
4. Adopt the FY19-20 Urban Mass Transit Budget (AF: 127-2019) (Chris McCartt)
  - Ordinance – First Reading
5. Budget Adjustment Ordinance for FY19 (AF: 135-2019) (Jeff Fleming)
  - Ordinance – First Reading

Added 6/3/19

6. Ordinance Providing for the FY20 Community Development Block Grant Budget (AF: 143-2019) (Mark Haga)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amend the FY 2019 General Purpose School Fund Budget (AF: 108-2019) (David Frye)
  - Ordinance – Second Reading & Final Adoption
2. Amend the FY 2019 Schools Federal Projects Fund Budget (AF: 109-2019) (David Frye)
  - Ordinance – Second Reading & Final Adoption
3. Amend the FY 2019 School Special Projects Fund Budget (AF: 110-2019) (David Frye)
  - Ordinance – Second Reading & Final Adoption
4. Enter into Agreement with TDOT for West End Greenbelt Extension (AF: 111-2019) (Chris McCartt)
  - Resolution
  - Ordinance – Second Reading & Final Adoption

**D. OTHER BUSINESS**

1. Authorizing a Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 132-2019) (Bill Albright)
  - Resolution
2. Awarding the Bid for the Purchase of One (1) Cab Chassis with Leaf/Refuse Compactor (AF: 136-2019) (Ryan McReynolds, Steve Hightower)
  - Resolution
3. Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2008 (AF: 119-2019) (Joe May)
  - Resolution
4. Approving the Public Official Bond for Christopher W. McCartt as City Manager (AF: 113-2019) (Mike Billingsley)
  - Resolution
5. Approving the Donation of Real Property to Petworks Kingsport Animal Services (AF: 122-2019) (Ken Weems)
  - Resolution
6. Contract Renewal with MedFit Center for a Physical Wellness Program (AF: 134-2019) (Chad Austin)
  - Resolution

**VII. CONSENT AGENDA**

1. Awarding the Bid for the Purchase of Road Salt for FY20 (AF: 130-2019) (Ryan McReynolds)
  - Resolution
2. Accept an Award from the National Fire Protection Association (AF: 89-2019) Scott Boyd, Barry Brickey
  - Resolution
3. Issuance of Certificate of Compliance for Retail Food Stores to Sell Wine (AF: 138-2019) (Sid Cox)
  - Certificate of Compliance
4. Apply for and Receive a LSTA Technology Grant for the Library (AF: 139-2019) (Chris McCartt)

**VIII. COMMUNICATIONS**

- A. City Manager
- B. Mayor and Board Members
- C. Visitors
- D. Report on Debt Obligations (Sid Cox)

**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**



**AGENDA ACTION FORM**

**Reappointment to PETWORKS**

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

Action Form No.: AF-137-2019  
 Work Session: June 3, 2019  
 First Reading: N/A

Final Adoption: June 4, 2019  
 Staff Work By: Board  
 Presentation By: Mayor Clark

**Recommendation:**

Approve reappointment.

**Executive Summary:**

It is the recommendation of the PETWORKS Board to reappoint Dr. Gary Andes for a two-year term. This will be Dr. Andes' second term. It is also recommended to end all terms on the 1<sup>st</sup> of July of the appropriate year. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms vary with no term limits. The commission is composed of nine (9) members; 7 at-large, 1 city staff liaison and 1 appointed by the Humane Society.

<b>Current Commission</b>				
Member	Eligibility	Term Expires	Appointed	Terms Served
Tom Parham	At-large	7/31/19	7/1/12	Unknown
Susan Krein	At-large	7/31/19	7/1/12	Unknown
Russell Adkins	At-large	7/31/20	7/1/12	Unknown
Carol Perkins	Humane Society Rep	7/31/21	N/A	2
Dr. Gary Andes	At-large	2/28/19	2/6/18	1
Terri Jones	At-large	2/28/20	2/6/18	1
Dr. MaryLee Davis	At-large	2/28/21	2/6/18	1
John Campbell	At-large	11/30/20	11/20/18	1
Judy Smith	City Staff Liaison	11/30/20	11/20/18	1

<b>Recommended Commission</b>				
Member	Eligibility	Term Expires	Appointed	Terms Served
Tom Parham	At-large	7/1/19	7/1/12	Unknown
Susan Krein	At-large	7/1/19	7/1/12	Unknown
Russell Adkins	At-large	7/1/20	7/1/12	Unknown
Carol Perkins	Humane Society Rep	7/1/21	N/A	2
Dr. Gary Andes	At-large	7/1/21	2/6/18	2
Terri Jones	At-large	7/1/20	2/6/18	1
Dr. MaryLee Davis	At-large	7/1/21	2/6/18	1
John Campbell	At-large	7/1/20	11/20/18	1
Judy Smith	City Staff Liaison	7/1/20	11/20/18	1

**Attachments:**

None

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oltzman	—	—	—
Clark	—	—	—

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, May 20, 2019, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark (*via telephone*)  
Vice-Mayor Mike McIntire  
Alderman Jennifer Adler  
Alderman Joe Begley

Alderman Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager  
J. Michael Billingsley, City Attorney  
Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Vice-Mayor McIntire.
2. **ROLL CALL:** By City Recorder Cox.
3. **REVIEW OF AGENDA ITEMS ON THE MAY 21, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.AA.1 Appoint Christopher W. McCartt as City Manager for the City of Kingsport Subject to Acceptance of Memorandum of Understanding and Fix the Salary of the City Manager** (AF: 114-2019). City Manager Fleming provided information on this item which has elements from contracts of previous city managers. City Attorney Billingsley provided further details noting this was fairly standard in historically speaking and answered questions from the board. Alderman Adler expressed concerns that there was no board input in the MOU and the severance package included. Alderman Begley also commented on the process not being the same. Alderman George stated each City Manager since Ray Griffin has been somewhat different than the previous one and there is no set standard. She further stated in regards to the backup data presented by Mr. Fleming she was comfortable with moving forward with the contract as presented. Mayor Clark commented this contract needs to be competitive and he feels this contract accomplishes that goal. Vice-Mayor McIntire and Alderman Olterman agreed. Alderman Cooper pointed out this position is unique because it is at the will of the board which changes every two years. The mayor also pointed out we should be focused on what we can do to attract and keep this candidate rather than what happens if he ends up leaving. There was considerable discussion.

**VI.B.4 Enter into Agreement with TDOT for West End Greenbelt Extension** (AF: 111-2019). Alderman Olterman commented he has heard complaints regarding the greenbelt and the sidewalk on Stone Drive. He stated we need to do a better job of explaining these projects to the citizens. Alderman George pointed out the information is on the website and in

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 20, 2019**

the newspaper and encouraged him to ask these citizens the best way to reach them. Discussion ensued on how to accomplish this.

**VI.D.4 Purchase Chromebooks from Firefly Computers for 4<sup>th</sup>, 5<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Grade Students in the Kingsport City School System (AF: 118-2019).** David Frye provided information on this item, confirming that all have been purchased at this point and they are in replacement mode.

**4. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:16 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, May 21, 2019, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

Sidney H. Cox, City Recorder/Chief Financial Officer

**I. CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.

**II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by New Vision Youth.

**II.B. INVOCATION:** Minister Jonathan Hermes, St. Timothy's Episcopal Church.

**III. ROLL CALL:** By City Recorder Cox. All Present.

**IV.A. RECOGNITIONS AND PRESENTATIONS.**

1. Dobyns-Bennett High School Awards (Mayor Clark)
  - John Fulkerson, Sasha Neglia & Courtney Whitson
2. Public Works Week (Alderman Cooper)
3. Keep Kingsport Beautiful Beautification Awards (Director Robin Cleary and Alderman Olterman)

**IV.B. APPOINTMENTS/REAPPOINTMENTS.**

1. **Reappointments to the Regional Planning Commission**(AF: 107-2019)  
(Mayor Clark).

Motion/Second: McIntire/George, to approve:

REAPPOINTMENTS OF MS. PAULA STAUFFER AND MR. PHIL RICKMAN TO SERVE A FOUR-YEAR TERM ON THE **REGIONAL PLANNING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2023.

Passed: All present voting "aye."

**V. APPROVAL OF MINUTES.**

Motion/Second: Adler/Begley, to approve minutes for the following meetings:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 21, 2019**

- A. May 6, 2019 Regular Work Session
- B. May 7, 2019 Regular Business Meeting
- C. May 9, 2019 Budget Work Session

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**AA. CITY MANAGER SELECTION.**

**1. Appoint Christopher W. McCartt as City Manager for the City of Kingsport Subject to Acceptance of Memorandum of Understanding and Fix the Salary of the City Manager (AF: 114-2019) (Mayor Clark).**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2019-185**, A RESOLUTION APPOINTING CHRISTOPHER W. MCCARTT AS CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WHICH INCLUDES FIXING THE SALARY AND BENEFITS OF THE CITY MANAGER AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

**A. PUBLIC HEARINGS.** None.

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

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

**1. Amend the FY19 General Purpose School Fund Budget Fund (AF: 108-2019) (David Frye).**

Motion/Second: McIntire/Cooper, to pass:

**AN ORDINANCE TO AMEND THE FY 2018-19 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**2. Amend the FY19 Schools Federal Projects Fund Budget (AF: 109-2019) (David Frye).**

Motion/Second: George/Olterman, to pass:

**AN ORDINANCE TO AMEND THE FY 2019 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; 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, May 21, 2019**

Passed on first reading: All present voting “aye.”

**3. Amend the FY19 School Special Projects Fund Budget** (AF: 110-2019) (David Frye).

Motion/Second: McIntire/Cooper, to pass: AN ORDINANCE TO AMEND THE FY 2019 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

**4. Enter into Agreement with TDOT for West End Greenbelt Extension** (AF: 111-2019) (Chris McCartt).

Motion/Second: McIntire/Adler, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Budget Ordinance to Appropriate \$12,000.00 from the Tennessee Highway Safety Office (THSO) 2018-2019 Specialized Motorcycle Enforcement Grant** (AF: 94-2019) (David Quillin).

Motion/Second: George/Begley, to pass:

**ORDINANCE NO. 6788**, AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

**2. Enter into Agreement with TDOT for Island Road Improvements** (AF: 97-2019) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

**Resolution No. 2019-186**, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE ISLAND ROAD IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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, May 21, 2019**

Motion/Second: McIntire/Adler, to pass:

**ORDINANCE NO. 6789**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

**3. Budget Adjustment Ordinance for FY19 (AF: 96-2019) (Jeff Fleming)**

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6790**, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

**4. Amend FY19 General Purpose School Fund and the General Project Fund Budgets (AF: 105-2019) (David Frye)**

Motion/Second: Olterman/George, to pass:

**ORDINANCE NO. 6791**, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

**D. OTHER BUSINESS.**

**1. Purchase MathXL Digital Courseware Licensing for Grades 8-12 from Pearson Education (AF: 117-2019) (David Frye).**

Motion/Second: Adler/George, to pass:

**Resolution No. 2019-187**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR MATHXL DIGITAL COURSEWARE TWO YEAR LICENSES FOR GRADES 8-12 FROM PEARSON EDUCATION

Passed: All present voting “aye.”

**2. Approve Amendment Two to the Perkins & Will Professional Services Agreement for Architectural Services for the Dobyns-Bennett High School Science and Technology Center Project (AF: 115-2019) (David Frye)**

Motion/Second: McIntire/Begley, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 21, 2019**

**Resolution No. 2019-188**, A RESOLUTION APPROVING AMENDMENT NUMBER 2 TO THE ARCHITECTURAL SERVICES AGREEMENT WITH PERKINS + WILL, INC. FOR THE DOBYNS BENNETT HIGH SCHOOL SCIENCE AND TECHNOLOGY CENTER PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**3. Purchase Foodservice Equipment for School Nutrition Services from Tri-Mark Strategic Equipment, Inc. Utilizing the Sourcewell Cooperative Purchasing Agreement (AF: 116-2019) (David Frye).**

Motion/Second: George/Olterman, to pass:

**Resolution No. 2019-189**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO TRI-MARK STRATEGIC EQUIPMENT, INC. FOR FOODSERVICE EQUIPMENT FOR SCHOOL NUTRITION SERVICES AT VARIOUS SCHOOL LOCATIONS IN KINGSFORT CITY SCHOOLS

Passed: All present voting “aye.”

**4. Purchase Chromebooks from Firefly Computers for 4<sup>th</sup>, 5<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Grade Students in the Kingsport City School System (AF: 118-2019) (David Frye, Scott Pierce).**

Motion/Second: McIntire/Adler, to pass:

**Resolution No. 2019-190**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR 1,765 ACER C732 CHROMEBOOKS FOR USE BY STUDENTS AT KINGSFORT CITY SCHOOLS

Passed: All present voting “aye.”

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

Motion/Second: Olterman/Cooper, to adopt:

**1. ~~Approve Purchasing Self-Contained Breathing Apparatus for the Fire Department (AF: 89-2019) (Scott Boyd, Barry Brickey).~~** This agenda item was withdrawn on May 20, 2019.

**2. Execute Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library (AF: 121-2019) (Chris Markley).**

Pass:

**Resolution No. 2019-191**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, May 21, 2019**

BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2019-2020

Passed in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

**3. Reject All Bids for West Kingsport Pump Station & Force Main - Ridgfields Sanitary Sewer Project (AF: 112-2019) (Ryan McReynolds).**

Pass:

**Resolution No. 2019-192**, A RESOLUTION REJECTING ALL BIDS RELATED TO THE WEST KINGSPORT PUMP STATION AND FORCE MAIN RIDGFIELD'S SANITARY SEWER PROJECT

Passed in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

**4. Execute a Notice of Approval Pursuant to Notice of Land Use Restrictions (AF: 106-2019) (Mike Billingsley).**

Pass:

**Resolution No. 2019-193**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NOTICE OF APPROVAL PURSUANT TO NOTICE OF LAND USE RESTRICTIONS ON PROPERTY FORMALLY OWNED BY QUEBECOR

Passed in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

**5. Agreement between the City of Kingsport and MATE Inspiration for Innovation for Use of the Kingsport Aquatic Center (AF: 120-2019) (Chris McCartt).**

Pass:

**Resolution No. 2019-194**, A RESOLUTION APPROVING AN AGREEMENT WITH MATE INSPIRATION FOR INNOVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** None.

**B. MAYOR AND BOARD MEMBERS.** Alderman Adler commented on the new bee exhibit opening at Bays Mountain Park. Alderman Cooper stated there was fifteen minutes left to go vote. She also encouraged citizens to come to the Public Works Day on Friday. Vice-Mayor McIntire reminded everyone school

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 21, 2019**

would be out on Thursday and to be aware of kids out for the summer. He also pointed out Memorial Day was coming up and to remember those who made our life possible. Lastly he noted travel would be picking up for summer and for everyone to be aware and stay safe. Alderman Begley wished good luck to all the candidates. Alderman Olterman reminded everyone that football season isn't far away and to support their local teams. Alderman George stated graduation at Doby's Bennett was this Saturday. She also reminded everyone the water park was open. Lastly she thanked the Chamber for a successful Racks by the Tracks and Wing Fling last weekend. Mayor Clark congratulated Chris McCartt and also recognized those who received the beautification awards earlier. The mayor also wished all the candidates good luck in the election.

**C. VISITORS.** Several citizens made comments to the board. Tim Sanders commented on the roads. Charles Leonard, Rick Dunham, Sandy Dade and Jim Bishop commented on a dog barking nuisance issue on their street. Crystal Regan, Teresa Allgood, Dani Cook, Jamie Pierson and Keltie Kerney spoke about Ballard. Ms. Kerney also voiced concerns about the homeless.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:25 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

JOHN CLARK  
Mayor



**AGENDA ACTION FORM**

**Public Hearing and Ordinance to Adopt the FY19-20 Water Fund Budget**

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

Action Form No.: AF-124-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Smith, McReynolds, Austin, Ensor  
Presentation By: McReynolds

**Recommendation:**

Conduct a Public Hearing and approve the Ordinance.

**Executive Summary:**

The attached budget ordinance incorporates the budget as presented during the budget work session.

The ordinance reflects a 3% water rate increase for customers living inside the corporate limits.

The Water Fund budget is \$15,019,300.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *js*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water Fund of the City's annual operating budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Water Fund revenues And Expenditures for the FY19-20 Budget of \$15,019,300 less inter-fund transfers, \$3,008,600 Net Water Fund Budget \$12,010,700 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2019- June 30, 2020.

411- Water Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,739,800	Administration	\$1,605,900
Service Charges	465,000	Finance	634,200
Tap Fees	210,000	Water Plant	3,272,200
Penalties	162,000	Maintenance	2,623,100
Rental Income	13,000	Utility Technical Services	1,030,500
Investments	82,500	Pilot	653,000
Miscellaneous	30,000	Other Expenses	293,200
Installation Fees	150,000	Debt Service	4,032,200
Admin Service Recovery	240,000	Transfer/Capital	875,000
Fund Balance	927,000		0
<hr/>		<hr/>	
Gross Revenues	\$15,019,300	Gross Expenditures	\$15,019,300
Less Inter-fund Transfers	3,008,600	Less Inter-fund Transfers	3,008,600
<hr/>		<hr/>	
Total FY19-20 Revenues	\$12,010,700	Total FY19-20 Expenditures	\$12,010,700

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within

a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation in the ensuing fiscal year only for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule. That the pay increases are applicable to employees of the City that qualify and is hereby approved effective July 1, 2018.

Section VII. That the Capital Improvements Plan (FY19-FY23) is hereby approved. The water usage rates set out within Resolution Number 2018-193 and amendments thereto are hereby amended by a water rate increase of 3% for customers living inside the corporate limits. The water rate increases shall be applicable to all billings rendered on or after July 1, 2019.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 19.77% for current employees only. Employees hired after July 1, 2012 will participate in a Defined Contribution plan with a mandatory contribution of 5%.

Section IX. That this ordinance shall take effect on July 1, 2019, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder





**AGENDA ACTION FORM**

**Public Hearing and Ordinance to Adopt the FY19-20 Sewer Fund Budget**

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

Action Form No.: AF-125-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Smith, McReynolds, Austin, Ensor  
Presentation By: McReynolds

**Recommendation:**

Conduct a Public Hearing and approve the Ordinance.

**Executive Summary:**

The attached budget ordinance incorporates the budget as presented during the budget work session.

The proposed ordinance reflects a 3% sewer rate increase for customers living inside and outside of the corporate limits.

The Sewer Fund Budget is \$14,853,200.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *js*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Sewer Fund of the City's annual operating budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Sewer Fund revenues and Expenditures for the FY19-20 Budget of \$14,853,200 less inter-fund transfers, \$2,773,400, Net Sewer Budget Revenues \$12,079,800 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2019-June 30, 2020.

412- Sewer Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Sewer Sales	\$13,500,000	Administration	\$ 1,303,000
Misc. Charges	8,000	Finance	280,000
Tap Fees	600,000	Sewer Plant	3,175,600
Penalties	147,000	Maintenance	2,072,700
Disposal Receipts	75,000	PILOT	838,000
		Utility Technical Services	410,400
Investments	191,000	Debt Service	5,868,800
Fund Balance Approp.	332,200	Transfer/Capital	695,000
		Other Exp	209,700
<hr/>		<hr/>	
Total Revenues	\$14,853,200	Total Expenditures	\$14,853,200
Gross Revenues	\$14,853,200	Gross Expenditures	\$14,853,200
Less Inter-fund Transfers	2,773,400	Less Inter-fund Transfers	2,773,400
<hr/>		<hr/>	
Total FY19-20 Revenues	\$12,079,800	Total FY19-20 Expenditures	\$12,079,800
<hr/>		<hr/>	

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule. That the pay increases are applicable to employees of the City that qualify, effective July 1, 2019.

Section VII. That the Capital Improvements Plan (FY19-FY23) is hereby approved. The sewer rates shall increase by 3% for customers living inside and outside of the corporate limits. The sewer rate increases shall be applicable to all billings rendered on or after July 1, 2019.

Section VIII. That the Tennessee Consolidated Retirement System Rate be approved at 19.77% for current employees only. Employees hired after July 1, 2012 participate in a Defined Contribution Plan with a mandatory contribution of 5%. The City will match up to an additional 3%.

Section IX. That this ordinance shall take effect on July 1, 2019, the welfare of the City of Kingsport requiring it.

---

JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
Angie Marshall  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Public Hearing and Ordinance to Adopt the FY19-20 Budget**

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

Action Form No.: AF-123-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Judy Smith  
Presentation By: Fleming

**Recommendation:**

Conduct a Public Hearing and approve the Ordinance.

**Executive Summary:**

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 9 budget work session. As required by charter, it was published in the Times News on May 18, 2019.

The total revenue and expenditures less transfers (duplicates) for the FY19-20 budget for all funds are \$172,456,481. This excludes the water, sewer, and grant project funds. A separate ordinance for these funds will be presented.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

Ordinance \_\_\_\_\_

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the total FY19-20 Budget of \$225,476,420 less inter-fund transfers, \$53,019,939, Net Total Budget Revenues \$172,456,481, are hereby appropriated.

The estimated expenditures for the Total FY19-20 Budget of \$225,476,420 less inter-fund transfers \$53,019,939, Net Total Budget Expenditures \$172,456,481 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2019 - June 30, 2020

110- General Fund

<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$41,036,900	Legislative	\$187,343
Gross Receipts Taxes	9,654,400	General Government	9,476,868
Licenses & Permits	501,600	Development Services Dept.	1,659,278
Fines & Forfeitures	955,000	Leisure Services Dept.	4,855,049
Investments	150,000	Police Department	12,544,647
Charges for Services	2,593,100	Fire Department	10,119,649
Other Revenue	530,900	Public Works Department	10,915,558
From Other Agencies	18,526,500	Transfers	31,356,187
State Shared	6,310,400	Other Expenses	1,247,821
Fund Transfers	2,103,600		
<b>Total Revenues</b>	<b>\$82,362,400</b>	<b>Total Expenditures</b>	<b>\$82,362,400</b>

211- Debt Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$9,105,879	Redemption of Serial Bonds	\$8,473,318
From School Fund	3,450,426	Interest on Bonds/Notes	4,342,387
Interest on Investments	279,800	Other Expenses	7,500
Other Revenue	0	Bank Service Charges	12,900
<b>Total Revenues</b>	<b>\$12,836,105</b>	<b>Total Expenditures</b>	<b>\$12,836,105</b>

417-Storm Water Utility Fund

<u>Revenues</u>		<u>Expenditures</u>	
Storm Water Management	\$2,217,700	Operations	\$2,217,700
<b>Total Revenue</b>	<b>\$2,217,700</b>	<b>Total Expenditures</b>	<b>\$2,217,700</b>

## 415- Solid Waste Management Fund

Revenues

Refuse Collection Charges	\$2,523,700
Tipping Fees	250,000
Backdoor Collection	22,500
Tire Disposal	0
Miscellaneous	249,900
From General Fund	2,003,357
Recycling Proceeds	0

Total Revenues	\$5,049,457
----------------	-------------

Expenditures

Trash Coll.	\$837,328
Household Refuse Coll.	2,086,717
Demolition Landfill	875,151
Recycling	794,661
Miscellaneous	57,700
Debt Service	397,900

Total Expenditures	\$5,049,457
--------------------	-------------

## 420- MeadowView Conference Center Fund

Revenues

Room Surcharge	\$188,700
Investments	1,000
From Reg. Sales Tx. Fund	1,893,950
FF&E Fees	,193,800
From General Fund	0

Total Revenues	\$2,277,450
----------------	-------------

Expenditures

Operations	853,450
Capital	0
Debt Service	1,424,000

Total Expenditures	\$2,277,450
--------------------	-------------

## 421- Cattails Golf Course Fund

Revenues

Sales & Fees	\$1,015,000
Investments	0
From Regional Sales Tax Fund	176,800
From FF&E	30,450

Total Revenues	\$1,222,250
----------------	-------------

Expenditures

Operations	\$1,118,350
Debt Service	37,900
Capital Outlay	0
Transfer to Capital Projects	0

Total Expenditures	\$1,222,250
--------------------	-------------

## 511- Fleet Internal Service Fund

Revenues

Charges/Sales & Serv.	\$4,898,200
Depreciation Recovery	2,903,100
Investments	7,000
From Fleet Reserve	3,567,000

Total Revenues	\$11,375,300
----------------	--------------

Expenditures

Operations	\$11,358,400
Motor Pool	16,900

Total Expenditures	\$11,375,300
--------------------	--------------

## 615- Risk Management Service Fund

Revenues

Charges/Sales & Serv.	\$2,351,120
-----------------------	-------------

Total Revenues	\$2,351,120
----------------	-------------

Expenditures

Administration & Prem	\$1,173,250
Insurance Claims	1,177,870

Total Expenditures	\$2,351,120
--------------------	-------------

## 625- Health Insurance Fund

Revenues

City Contribution	\$6,424,700
Employee Contributions	2,526,700
Fund Balance	0
Other Revenue	249,088

Investments	7,000
-------------	-------

Total Revenues	\$9,207,488
----------------	-------------

Expenditures

Administration	\$1,138,588
Insurance Claims	6,756,800
Clinic Operations	1,312,100

Total Expenditures	\$9,207,488
--------------------	-------------

## 126- Criminal Forfeiture Fund

Revenues

Contributions	6,000
---------------	-------

Total Revenues	\$6,000
----------------	---------

Expenditures

Special Investigations	6,000
------------------------	-------

Total Expenditures	\$6,000
--------------------	---------

## 127- Drug Fund

Revenues

Fines/Forfeitures	\$14,600
Judicial District	2,900
Court Fines & Costs/Local	139,600
Fund Balance	0

Total Revenues	\$157,100
----------------	-----------

Expenditures

Investigations	\$144,600
Supplies & Equipment	12,500

Capital Outlay	0
----------------	---

Total Expenditures	\$157,100
--------------------	-----------

## 141 General Purpose School Fund

Revenues

Taxes	\$29,404,000
From State of TN	32,133,400
From Federal Government	50,000
Charges for Services	1,670,000
Direct Federal	58,000
Miscellaneous	590,000
From General Fund-MOE	11,245,300
From General Fund-Debt	3,010,700
Transfer from Fed. Proj. Fund	110,000
Fund Balance Approp.	115,000
<b>Total Revenues</b>	<b>\$78,386,400</b>

Expenditures

Educational Services	\$71,945,731
To Debt Service Fund	3,451,700
Transfers	2,407,100
Capital Outlay	581,869
<b>Total Expenditures</b>	<b>\$78,386,400</b>

## 147 School Food &amp; Nutrition Services Fund

Revenues

Meals	\$3,246,200
Investments	2,000
From State of TN	30,000
Fund Balance	750,000
Unrealized Commodity Value	209,000
Other Local Revenue	37,800
<b>Total Revenues</b>	<b>\$4,275,000</b>

Expenditures

Personnel Services	\$1,708,100
Commodities	1,656,700
Fixed Charges	20,800
Transfers	9,400
Capital Outlay	880,000
<b>Total Expenditures</b>	<b>\$4,275,000</b>

## 121 State Street Aid Fund

Revenues

From State of TN	\$1,939,000
From General Fund	845,000
Fund Balance	0
<b>Total Revenues</b>	<b>\$2,784,000</b>

Expenditures

Operations	\$2,784,000
<b>Total Expenditures</b>	<b>\$2,784,000</b>

## 130- Regional Sales Tax Fund

Revenues

Local Option Sales Tax	\$3,839,400
Investments	0
Fund Balance Approp.	0
<b>Total Revenues</b>	<b>\$3,839,400</b>

Expenditures

To MeadowView Fund	\$1,893,950
To Cattails Fund	176,800
To Aquatic Center	1,768,650
<b>Total Expenditures</b>	<b>\$3,839,400</b>

## 620 Allendale Trust Fund

Revenues

Investments	\$2,500
Fund Balance Appropriation	15,000
<b>Total Revenues</b>	<b>\$17,500</b>

Expenditures

Operations	\$10,500
Capital Outlay	7,000
<b>Total Expenditures</b>	<b>\$17,500</b>

## 612 Bays Mountain Park Commission Fund

Revenues

Investments	\$ 1,000
Donations	15,000
Fund Balance	30,000
<b>Total Revenues</b>	<b>\$46,000</b>

Expenditures

Maintenance	\$23,000
Contracts	23,000
Capital Outlay	0
<b>Total Expenditures</b>	<b>\$46,000</b>

## 617 Palmer Center Trust Fund

Revenues

Investments	\$100
<b>Total Revenues</b>	<b>\$100</b>

Expenditures

Donations & Grants	\$100
<b>Total Expenditures</b>	<b>\$100</b>

## 611 Public Library Commission Fund

Revenues

Investments	\$10
<b>Total Revenues</b>	<b>\$10</b>

Expenditures

Supplies & Materials	\$10
<b>Total Expenditures</b>	<b>\$10</b>

616	Senior Center Advisory Council Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Personal Services	0
	Fees	\$308,800	Contractual	300,000
	Donations	65,400	Supplies & Services	\$74,300
	Fund Balance Appropriations	0	Other Expenses	300
	<u>Investments</u>	400	<u>Total Expenditures</u>	\$374,600
	<u>Total Revenues</u>	\$374,600		
621	Steadman Cemetery Trust Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Maintenance	\$2,550
	Fund Balance Appropriations	\$2,500	<u>Total Expenditures</u>	\$2,550
	<u>Investments</u>	50		
	<u>Total Revenues</u>	\$2,550		
135	Visitor's Enhancement Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	\$184,800
	Tax –Other-Room Occupancy	\$425,000	Transfers	240,200
	Reserves	0	<u>Total Expenditures</u>	\$425,000
	<u>Total Revenues</u>	\$425,000		
626	Retiree's Insurance Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Administration	\$234,000
	City Contributions	\$750,000	Insurance Claims	750,000
	Employee Contributions	233,000		
	Earnings on Investment	1,000		
	Other Revenue	0		
	Reserves	0		
	<u>Total Revenues</u>	\$984,000	<u>Total Expenditures</u>	\$984,000
137	Library Governing Board		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	1,379,779
	Contributions	15,000		
	Library Receipts	9,600		
	Book Fines	21,800		
	Fund Balance Appropriations	4,479		
	Transfers From General Fund	1,328,900		
	<u>Total Revenues</u>	1,379,779	<u>Total Expenditures</u>	1,379,779
419	Aquatic Center Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	\$2,018,411
	Donations	\$53,500	Debt Service	1,881,300
	Sales/Fees	1,692,000		
	Fund Balance Appropriations	200,000		
	Regional Sales Tax	1,954,211		
	<u>Total Revenues</u>	\$3,899,711	<u>Total Expenditures</u>	\$3,899,711
	<u>ALL FUNDS' REVENUE SUMMARY</u>		<u>ALL FUNDS' EXPENDITURE SUMMARY</u>	
	Gross Revenues	\$225,476,420	Gross Expenditures	\$225,476,420
	Less Inter-fund Transfers	\$53,019,939	Less Inter-fund Transfers	\$53,019,939
	<u>Total FY19-20 Revenues</u>	\$172,456,481	<u>Total FY19-20 Expenditures</u>	\$172,456,481

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VI. The General Fund Capital Improvements Plan (FY19-FY23) is hereby approved.

Section VII. That the step increases are applicable to all employees of the City and are hereby approved effective July 1, 2019.

Section VIII. That the retirees Health Insurance will not increase for FY20.

Section IX. That the Tennessee Consolidated Retirement System Rate will be approved at 19.77% for current employees only and the employees under the bridge will be 23.27%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section X. That the police vehicle replacement is extended to eight years.

Section XI. That the tax rate is set at the state certified rate of \$2.0643 for Sullivan County inside city residents and \$1.8900 for Hawkins County inside city rates beginning July 1, 2019.

Section XII. That this ordinance shall take effect on July 1, 2019, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Adopt the FY19-20 Special Schools Projects Grant Fund Budget**

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

Action Form No.: AF-128-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Smith, Frye  
Presentation By: Fleming, Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,130,465.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the Special School Grant Project Fund 145 for the Special School Projects Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the Special School Grant Project Fund 145 as received.

SECTION III. That the Special School Grant Project Fund 145 budget providing for receipt and appropriation of Special School Project Funds is hereby established as follows:

**School Grant Projects Fund -- 145**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	\$ 0
State Grant	\$ 982,207
Local Revenue	\$ 50,000
From School Fund - 141	\$ 98,258
<b>Total Revenues</b>	<b>\$ 1,130,465</b>

<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 639,189
Support Services	\$ 487,633
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 3,643
<b>Total Expenditures</b>	<b>\$ 1,130,465</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2019, the public welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Adopt the FY19-20 School Public Law 93-380 Grant Project Fund Budget**

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

Action Form No.: AF-129-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Smith, Frye  
Presentation By: Fleming, Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY19-20 budget is \$4,930,276.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the PL93-380 Grant Project Fund for the PL93-380 Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the PL93-380 Grant Project Fund as received.

SECTION III. That the PL93-380 Grant Project Fund budget providing for receipt and appropriation of PL93-380 Grant Funds is hereby established as follows:

**School Grant Projects Fund -- 142**

<b>Revenues</b>	<b><u>Original Budget</u></b>
Federal Grants	\$ 4,930,276
<b>Total Revenues</b>	<b><u>\$ 4,930,276</u></b>
<b>Expenditures</b>	<b><u>Original Budget</u></b>
Instruction	\$ 2,166,564
Support Services	2,296,756
To School Fund	150,378
To Risk Fund	17,530
To Consolidated Admin.	299,048
<b>Total Expenditures</b>	<b><u>\$ 4,930,276</u></b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2019, the public welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Adopt the FY19-20 Metropolitan Planning Project Grant Budget**

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

Action Form No.: AF-126-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Judy Smith, Bill Albright  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$373,070.

**Attachments:**  
1. Ordinance

Funding source appropriate and funds are available: *je*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO APPROPRIATE METROPOLITAN  
TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$373,070.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Metropolitan Planning Grant Project Fund 122 as received.

Section III. That the Metropolitan Planning Grant Project Fund 122 budget providing for receipt and appropriation of Metropolitan Planning Grant Project Funds is hereby established as follows:

<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$ 49,257	Personal Services	\$303,020
Federal FHWA TN	242,800	Contract Services	57,050
General Fund	67,632	Commodities	8,200
VDot-FHWA	9,250	Capital Outlay	4,500
V Dot-Sec 5303	4,131	Insurance	300
<b>Total Revenues</b>	<u>\$373,070</u>	<b>Total Expenditures</b>	<u>\$373,070</u>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. 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:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Adopt the FY19-20 Urban Mass Transit Budget**

To: Board of Mayor and Aldermen  
From: Jeff Fleming, City Manager *[Signature]*

Action Form No.: AF-127-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Judy Smith, Chris Campbell  
Presentation By: McCartt

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$2,364,260.

**Attachments:**  
1. Ordinance

Funding source appropriate and funds are available: *gs*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO APPROPRIATE URBAN MASS  
TRANSIT GRANT PROJECT FUNDS AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Trans Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$2,364,260.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Urban Mass Transit Grant Project Fund 123 as received.

SECTION III. That the Urban Mass Transit Grant Project Fund 123 budget providing for receipt and appropriation of Urban Mass Transit Project Funds is hereby established as follows:

**Urban Mass Transit Projects Fund -- 123**

**Revenues**

<u>Revenue Category</u>	<u>Original Budget</u>	
<b>Capital:</b>		
Federal Transit Administration	\$ 361,815	
Tennessee Dept. of Transportation	67,605	
General Fund	<u>80,580</u>	<b>\$ 510,000</b>
 <b>Operating:</b>		
Federal Transit Administration	\$ 866,630	
Tennessee Dept. of Transportation	574,015	
Program Income:		
RCAT	49,000	
Bus Fares	72,000	
General Fund	<u>292,615</u>	<b>\$ 1,854,260</b>
<b>Total Revenues</b>		<b><u><u>\$ 2,364,260</u></u></b>

**Expenditure**

<u>Expenditure Category</u>	<u>Original Budget</u>	
<b>Capital:</b>		
Vehicle Purchase	\$ 360,000	
Vehicle Prev. Maint.	\$ 100,000	
Misc. Support Equip.	\$ 35,000	
Transit Center Ph. II	\$ 15,000	\$ 510,000
<b>Operating:</b>		
Personal Services	\$ 1,233,660	
Contractual Services	578,100	
Commodities	35,500	
Insurance	7,000	\$ 1,854,260
<b>Total Expenditures</b>		<b>\$ 2,364,260</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

**Budget Adjustment Ordinance for FY19**

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

Action Form No.: AF-135-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Judy Smith  
Presentation By: Jeff Fleming

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The budget adjustment ordinance will appropriate \$10,000 reimbursement check received from USTA for resurfacing of Borden Park Tennis Courts, \$2,000 received from Eastman Recreation Club toward the purchase of windscreens for Borden Park, \$12,000 received for sale of light poles, \$3,000 donation from TVA to the General Parks Improvement project and \$1,312 from the National Fire Protection Association to the Fire Marshal's project to purchase needed material for fire prevention and Education.

It will transfer \$13,481 to the Water Line Improvements project (WA1801) and \$225,980 to the Water Line Improvements project (WA1905). Projects to close are WA1704, WA1707 and WA1801.

The budget adjustment will transfer \$713,953 to the Miscellaneous Sewer Line Rehab project and \$170,000 to the Sewer Line Improvements project. Projects to close are SW1706, SW1806 and SW1511.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR  
THE YEAR ENDING JUNE 30, 2019; 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 Fund budgets be amended by appropriating \$10,000 reimbursement received from USTA for resurfacing of Borden Park Tennis Courts, \$2,000 donation received from Eastman Recreation Club toward the purchase of windscreens for Borden, \$12,000 received from the sale of light poles and \$3,000 donation received from TVA to the General Parks Improvements project (GP1816) and by appropriating \$1,312 award received from the National Fire Protection Association to the Fire Marshall Office project (NC1801).

SECTION II. That the Water Project Fund budgets be amended by transferring \$238,610 from the Master Plan Water Upgrades project (WA1704) and by transferring \$851 from the Colonial Heights PH4 (WA1707) to the Water Line Improvements project (WA1801) in the amount of \$13,481 and \$225,980 to the Water Line Improvements project (WA1905).

SECTION III. That the Sewer Project Fund budgets be amended by transferring \$57 from the Reedy Creek Trunkline project (SW1706), \$169,996 from the Sewer Line Improvements project (SW1806) and by transferring \$713,911 from the Colonial Heights PH4 project (SW1511) to the Miscellaneous Sewer Line Rehab project (SW1902) in the amount of \$713,963 and \$170,000 to the Sewer Line Improvements project (SW1905).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b>General Park Improvements (GP1816)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-364-2000 From Corporations	0	2,000	2,000
311-0000-364-3000 From Non-Profit Groups	0	13,000	13,000
311-0000-368-1055 Series 2017A GO Bonds	48,445	0	48,445
311-0000-368-2101 Premium From Bond Sale	2,214	0	2,214
311-0000-391-6900 Visitors Enhancement Fund	5,824	0	5,824
311-0000-391-0100 From General Fund	0	12,000	12,000
<b>Totals:</b>	<b>56,483</b>	<b>27,000</b>	<b>83,483</b>
<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	858	858
311-0000-601-4041 Bond Sale Expense	659	0	659

311-0000-601-9003 Improvements	55,824	26,142	81,966
<b>Totals:</b>	<b>56,483</b>	<b>27,000</b>	<b>83,483</b>

**Fund 110: General Fund**

<b>Revenues:</b>	\$	\$	\$
110-0000-368-0700 Surplus Property	0	12,000	12,000
<b>Totals:</b>	<b>0</b>	<b>12,000</b>	<b>12,000</b>

<b>Expenditures:</b>	\$	\$	\$
110-4804-481-7036 General Project Fund	5,961,155	12,000	5,973,155
<b>Totals:</b>	<b>5,961,155</b>	<b>12,000</b>	<b>5,973,155</b>

**Fund 111: General Project Special Rev Fund**

**Fire Marshall Office (NC1801)**

<b>Revenues:</b>	\$	\$	\$
111-0000-364-2000 From Corporations	2,000	1,312	3,312
<b>Totals:</b>	<b>2,000</b>	<b>1,312</b>	<b>3,312</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	2,000	1,312	3,312
<b>Totals:</b>	<b>2,000</b>	<b>1,312</b>	<b>3,312</b>

**Fund 451: Water Project Fund**

**Master Plan Water Upgrades (WA1704)**

<b>Revenues:</b>	\$	\$	\$
451-0000-391-0540 Series 2015 A (Oct) GO Pub Imp	288,552	(134,972)	153,580
451-0000-391-1055 Series 2016 GO (Nov 4)	67,773	(67,243)	530
451-0000-391-4500 From Water Fund	36,395	(36,395)	0
<b>Totals:</b>	<b>392,720</b>	<b>(238,610)</b>	<b>154,110</b>

<b>Expenditures:</b>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	89,030	(72,679)	16,351
451-0000-605-9001 Land	970	(970)	0
451-0000-605-9003 Improvements	302,720	(164,961)	137,759
<b>Totals:</b>	<b>392,720</b>	<b>(238,610)</b>	<b>154,110</b>

**Fund 451: Water Project Fund**

**Colonial Heights PH4 (WA1707)**

<b>Revenues:</b>	\$	\$	\$
451-0000-391-4500 From Water Fund	61,565	(851)	60,714
<b>Totals:</b>	<b>61,565</b>	<b>(851)</b>	<b>60,714</b>

<b>Expenditures:</b>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	8,000	(754)	7,246

451-0000-601-9003 Improvements	53,565	(97)	53,468
<b>Totals:</b>	<b>61,565</b>	<b>(851)</b>	<b>60,714</b>

**Fund 451: Water Project Fund**  
**Water Line Improvements (WA1801)**

<b>Revenues:</b>	\$	\$	\$
451-0000-333-7700 Washington County	55,900	0	55,900
451-0000-391-0529 Series 2013B GO Pub Imp	54,895	0	54,895
451-0000-391-4500 From Water Fund	605,000	0	605,000
451-0000-391-4600 Reserve Outside City Imp	23,640	0	23,640
451-0000-391-0540 Series 2015 A (Oct) GO Pub Imp	0	13,481	13,481
<b>Totals:</b>	<b>739,435</b>	<b>13,481</b>	<b>752,916</b>

<b>Expenditures:</b>	\$	\$	\$
451-0000-605-9021 New Dist Lines	15,144	0	15,144
451-0000-605-9022 Hydrants	31,619	0	31,619
451-0000-605-9023 New Meters	133,115	0	133,115
451-0000-605-9024 Replacement Meters	105,314	0	105,314
451-0000-605-9025 Replacement Dist. Lines	454,243	13,481	467,724
<b>Totals:</b>	<b>739,435</b>	<b>13,481</b>	<b>752,916</b>

**Fund 451: Water Project Fund**  
**Water Line Improvements (WA1905)**

<b>Revenues:</b>	\$	\$	\$
451-0000-391-0540 Series 2015 A (Oct) GO Pub Imp	0	121,491	121,491
451-0000-391-1055 Series 2016 GO (Nov 4)	0	67,243	67,243
451-0000-391-4500 From Water Fund	650,000	37,246	687,246
<b>Totals:</b>	<b>650,000</b>	<b>225,980</b>	<b>875,980</b>

<b>Expenditures:</b>	\$	\$	\$
451-0000-605-9021 New Dist Lines	15,000	10,000	25,000
451-0000-605-9022 Hydrants	40,000	0	40,000
451-0000-605-9023 New Meters	150,000	0	150,000
451-0000-605-9024 Replacement Meters	95,000	0	95,000
451-0000-605-9025 Replacement Dist. Lines	350,000	215,980	565,980
<b>Totals:</b>	<b>650,000</b>	<b>225,980</b>	<b>875,980</b>

**Fund 452: Sewer Project Fund**  
**Reedy Creek Sewer Trunkline (SW1706)**

<b>Revenues:</b>	\$	\$	\$
452-0000-391-0529 Series 2013 B GO Pub Imp	4,613,619	0	4,613,619
452-0000-391-0531 Series 2014 B GO Bonds	810,000	0	810,000
452-0000-391-0540 Series 2015 A (Oct) GO	133,899	0	133,899

Pub Imp			
452-0000-391-0545 Series 2016 GO (Nov 4)	365,300	0	365,300
452-0000-391-4200 From Sewer Fund	1,237,745	(56)	1,237,689
<b>Totals:</b>	<b>7,160,563</b>	<b>(56)</b>	<b>7,160,507</b>

<b>Expenditures:</b>	\$	\$	\$
452-0000-606-9003 Improvements	7,160,563	(56)	7,160,507
<b>Totals:</b>	<b>7,160,563</b>	<b>(56)</b>	<b>7,160,507</b>

**Fund 452: Sewer Project Fund**  
**Sewer Line Improvements (SW1806)**

<b>Revenues:</b>	\$	\$	\$
452-0000-391-4200 From Sewer Fund	400,000	(169,996)	230,004
<b>Totals:</b>	<b>400,000</b>	<b>(169,996)</b>	<b>230,004</b>

<b>Expenditures:</b>	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	10,478	0	10,478
452-0000-606-9026 Sewer Extensions	104,522	(34,833)	69,689
452-0000-606-9027 Sewer Taps	95,000	(84,836)	10,164
452-0000-606-9028 Sewer Improvements	190,000	(50,327)	139,673
<b>Totals:</b>	<b>400,000</b>	<b>(169,996)</b>	<b>230,004</b>

**Fund 452: Sewer Project Fund**  
**Colonial Heights PH4 (SW1511)**

<b>Revenues:</b>	\$	\$	\$
452-0000-391-0525 Series 2009 D (BABS) GO	61,032	0	61,032
452-0000-391-0540 Series 2015 A (Oct) GO	3,564,344	(290,694)	3,273,650
Pub Imp	423,217	(423,217)	0
452-0000-391-4200 From Sewer Fund			
<b>Totals:</b>	<b>4,048,593</b>	<b>(713,911)</b>	<b>3,334,682</b>

<b>Expenditures:</b>	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	200,000	232,989	432,989
452-0000-606-9001 Land	100,000	(9,509)	90,491
452-0000-606-9003 Improvements	3,748,593	(937,391)	2,811,202
<b>Totals:</b>	<b>4,048,593</b>	<b>(713,911)</b>	<b>3,334,682</b>

**Fund 452: Sewer Project Fund**  
**Miscellaneous Sewer Line Rehab (SW1902)**

<b>Revenues:</b>	\$	\$	\$
452-0000-391-0540 Series 2015 A (Oct) GO	0	290,694	290,694
Pub Imp	250,000	423,269	673,269
452-0000-391-4200 From Sewer Fund			
<b>Totals:</b>	<b>250,000</b>	<b>713,963</b>	<b>963,963</b>

**Expenditures:**

	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	0	100,000	100,000
452-0000-606-9026 Sewer Extensions	40,000	0	40,000
452-0000-606-9027 Sewer Taps	20,000	0	20,000
452-0000-606-9028 Sewer Improvements	190,000	0	190,000
452-0000-606-9003 Improvements	0	613,963	613,963
<b>Totals:</b>	<b>250,000</b>	<b>713,963</b>	<b>963,963</b>

**Fund 452: Sewer Project Fund**  
**Sewer Line Improvements (SW1905)**

**Revenues:**

	\$	\$	\$
452-0000-391-4200 From Sewer Fund	250,000	170,000	420,000
<b>Totals:</b>	<b>250,000</b>	<b>170,000</b>	<b>420,000</b>

**Expenditures:**

	\$	\$	\$
452-0000-606-9026 Sewer Extensions	40,000	0	40,000
452-0000-606-9027 Sewer Taps	20,000	20,000	40,000
452-0000-606-9028 Sewer Improvements	190,000	150,000	340,000
<b>Totals:</b>	<b>250,000</b>	<b>170,000</b>	<b>420,000</b>

SECTION III. 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:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

**Providing for the FY20 Community Development Block Grant Budget**

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

Action Form No.: AF-143-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019  
Final Adoption: June 18, 2018  
Staff Work By: Haga, Smith  
Presentation By: Haga

**Recommendation:**  
Approve 2020 CDBG Budget Ordinance.

**Executive Summary:**  
Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in May. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

**Attachments:**  
1. Budget Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oltzman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$391,364.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
<b>COMMUNITY DEVELOPMENT FUND</b>			
Appropriation			
<b>CD2001</b>	<b>CDBG Administration</b>		
124-0000-603-1010	Salaries	\$35,895	
124-0000-603-1020	Social Security	\$ 5,292	
124-0000-603-1030	Health Insurance	\$14,418	
124-0000-603-1040	Retirement	\$12,811	
124-0000-603-1050	Life Insurance	\$ 130	
124-0000-603-1052	Long Term Disability	\$ 125	
124-0000-603-1060	Workman's Compensation	\$ 111	
124-0000-603-1061	Unemployment Insurance	\$ 40	
124-0000-603-2010	Advertising and Publication	\$ 500	
124-0000-603-2021	Accounting/Auditing	\$ 1,200	
124-0000-603-2034	Telephone	\$ 1,000	
124-0000-603-2040	Travel	\$ 5,000	
124-0000-603-2043	Dues/Membership	\$ 1,000	
124-0000-603-3010	Office Supplies	\$ 500	
124-0000-603-3011	Postage	\$ 250	
124-0000-331-1000	Community Development Block Grant		\$78,272
<b>CD2004</b>	<b>KAHR Program</b>		
124-0000-603-1010	Salaries	\$ 33,284	
124-0000-603-4023	Grants	\$124,808	
124-0000-331-1000	Community Development Block Grant		\$ 158,092
<b>CD2005</b>	<b>Community Enrichment</b>		
124-0000-603-4023	Grants	\$ 35,000	
124-0000-331-1000	Community Development Block Grant		\$ 35,000
<b>CD2025</b>	<b>Code Enforcement</b>		
124-0000-603-1010	Salaries	\$ 50,000	
124-0000-331-1000	Community Development Block Grant		\$ 50,000

**CD2035**

124-0000-603-4023

124-0000-331-1000

**HOPE VI – Section 108**

Grants

\$ 70,000

Community Development Block Grant

\$ 70,000

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:

\_\_\_\_\_  
SIDNEY H. COX  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney



**AGENDA ACTION FORM**

**Amend the FY 2019 General Purpose School Fund Budget**

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

Action Form No.: AF-108-2019  
Work Session: May 20, 2019  
First Reading: May 21, 2019

Final Adoption: June 4, 2019  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2019 budget amendment number four at their meeting on May 14, 2019. This amendment increases the General Purpose School Fund budget by \$9,350. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies. There are also some miscellaneous self-balancing transfers for various schools and departments.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2019

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



**AGENDA ACTION FORM**

**Amend the FY 2019 General Purpose School Fund Budget**

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

Action Form No.: AF-108-2019  
Work Session: May 20, 2019  
First Reading: May 21, 2019

Final Adoption: June 4, 2019  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
The Board of Education approved fiscal year 2019 budget amendment number four at their meeting on May 14, 2019. This amendment increases the General Purpose School Fund budget by \$9,350. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies. There are also some miscellaneous self-balancing transfers for various schools and departments.

- Attachments:**
- 1. Ordinance
  - 2. BOE Budget Amendment Number Four – FY 2019

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oltzman	—	—	—
Clark	—	—	—

ORDINANCE NO. \*\*\*\*

AN ORDINANCE TO AMEND THE FY 2018-19 GENERAL  
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number four to increase the estimated revenue for Other State Grants \$9,350. The expenditure budget will be changed by increasing the appropriations for Adams-Library Books by \$1,784; the appropriation for Lincoln-Instructional Supplies and Materials by \$2,500; the appropriation for Roosevelt Library Books by \$694; the appropriation for Cora Cox-Staff Development by \$300; the appropriation for Cora Cox Awards and Dues by \$700; the appropriations for Adams, Jackson, Johnson, Lincoln, Roosevelt, and Washington schools Principals Office Other Charges by \$9,350; and to decrease the appropriation for Adams-Audio Visual by \$1,784; the appropriation for Lincoln-Non Instructional Equipment by \$2,500; the appropriation for Roosevelt-Audio Visual by \$694; the appropriation for Cora Cox-Textbooks by \$1,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>			
<b>Revenues:</b>	\$	\$	\$
141-0000-338-6980 Other State Grants	0	9,300	9,350
<b>Totals:</b>	<b>0</b>	<b>9,350</b>	<b>9,350</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7112-711-0433 Adams-Audio Visual	3,961	(1,784)	2,177
141-7212-781-0432 Adams-Library Books	7,100	1,784	8,884
141-7135-711-0429 Lincoln Instructional Supplies	23,660	2,500	26,160
141-7635-871-0790 Lincoln-Non Inst Equipment	7,947	(2,500)	5,447
141-7116-711-0433 Roosevelt-Audio Visual	2,110	(694)	1,416
141-7216-781-0432 Roosevelt-Library Books	3,256	694	3,950
141-7147-711-0449 Cora Cox-Textbooks	1,000	(1,000)	0
141-7247-781-0457 Cora Cox-Staff Development	1,000	300	1,300
141-7247-781-0599 Cora Cox-Awards and Dues	2,250	700	2,950
141-7212-801-0599 Adams-Prin Off-Other Chg	0	1,550	1,550
141-7220-801-0599 Jackson-Prin Off-Other Chg	0	1,600	1,600
141-7225-801-0599 Johnson-Prin Off-Other Chg	0	1,800	1,800
141-7235-801-0599 Lincoln-Prin Off-Other Chg	0	1,600	1,600
141-7216-801-0599 Roosevelt-Prin Off-Other Chg	0	1,600	1,600
141-7240-801-0599 Wash.-Prin Off-Other Chg	0	1,200	1,200
<b>Totals:</b>	<b>52,284</b>	<b>9,350</b>	<b>61,634</b>

---

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.

ATTEST:

\_\_\_\_\_  
JOHN CLARK, Mayor

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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

May 14, 2019

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2018-2019  
BUDGET AMENDMENT NUMBER FOUR**

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Adams, Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$9,350 and that the appropriations for Principal's Other Charges be increased by \$9,350.

**ITEM TWO: MISCELLANEOUS TRANSFERS**

1. Adams Elementary School has requested to transfer \$1,784 from their Audio-Visual account to their Library Book account.
2. Lincoln Elementary has requested to transfer \$2,500 from their Non-Instructional Equipment account to their Instructional Supplies and Materials account.
3. Roosevelt Elementary has requested to transfer \$694 from their Audio-Visual account to their Library Book account.
4. Cora Cox Academy has requested to transfer \$1,000 from their Textbook account to their Staff Development account (\$300) and to their Awards and Dues account (\$700).

It is recommended that these transfers be approved.

**FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,172,432. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Trauma Informed Schools and CTE Perkins Reserve Consolidated grants for a total \$20,592. The Transition School to Work grant is being transferred from the School Special Projects fund. All of the other grants have been increased be a total of \$633,819.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$952,011. This will make the revised estimated revenue and appropriation amounts \$5,124,443.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,348,005. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional \$188,350 in our Safe Schools Grant. We also received and Niswonger RURAL Life grant of \$126,724 and a Project Lead the Way grant for \$10,000. There is an increase to the Family Resource program of \$9,300 that is from local donations. The SPARK Afterschool Pilot was not funded this year. There were other decreases in the Homeless Education, Coordinated School Health and State Pre-School grants of \$7,570. There was a decrease of \$241,300 due transferring the Transition School to Work grant to the Federal Projects Fund.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$60,504. This will make the revised estimated revenue and appropriation amounts \$1,408,509.



AGENDA ACTION FORM

**Amend the FY 2019 Schools Federal Projects Fund Budget**

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

Action Form No.: AF-109-2019  
Work Session: May 20, 2019  
First Reading: May 21, 2019

Final Adoption: June 4, 2019  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

On May 14, 2019, the Board of Education approved an amendment to the FY 2018-2019 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$4,172,432, based on estimated amounts. There are three new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$952,011. This makes the amended total \$5,124,443.

**Attachments:**

- 1. Ordinance
- 2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: *je* \_\_\_\_\_

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



**AGENDA ACTION FORM**

**Amend the FY 2019 Schools Federal Projects Fund Budget**

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

Action Form No.: AF-109-2019  
Work Session: May 20, 2019  
First Reading: May 21, 2019

Final Adoption: June 4, 2019  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

On May 14, 2019, the Board of Education approved an amendment to the FY 2018-2019 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$4,172,432, based on estimated amounts. There are three new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$952,011. This makes the amended total \$5,124,443.

**Attachments:**

- 1. Ordinance
- 2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

PRE-FILED  
ORDINANCE NO. \*\*\*\* CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2019 SCHOOL  
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2019 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
ADMN19 Consolidated Administration	145,463	18	145,481
CPG019 Carl Perkins Grant	110,786	23,651	134,437
PRCN19 Carl Perkins Reserve Consolidated	0	19,392	19,392
PS1901 IDEA Pre-School	40,130	8,480	48,610
RTBR19 Read to be Ready Summer Program	74,323	15,677	90,000
TIS019 Trauma Informed Schools	0	1,200	1,200
TSW019 Transition School to Work Grant	0	297,600	297,600
T11901 Title I	1,822,673	88,839	1,911,512
T119N1 Title I Neglected	18,383	896	19,279
T21901 Title II	271,977	172,293	444,270
T31901 Title III	6,908	129	7,037
T41901 Title IV	49,187	85,511	134,698
T61901 IDEA Part-B	1,604,881	28,095	1,632,976
T619D1 IDEA Discretionary Supplemental	6,841	10	6,851
IDSE19 IDEA Discretionary	20,880	210,220	231,100
<b>Totals:</b>	<b>4,172,432</b>	<b>952,011</b>	<b>5,124,443</b>
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Instruction	2,107,362	115,312	2,222,674
Support Services	1,841,029	625,422	2,466,451
Other Charges (Fund Transfers)	224,041	211,277	435,318
<b>Totals:</b>	<b>4,172,432</b>	<b>952,011</b>	<b>5,124,443</b>

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:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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

May 14, 2019

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2018-2019  
BUDGET AMENDMENT NUMBER FOUR**

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Adams, Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$9,350 and that the appropriations for Principal's Other Charges be increased by \$9,350.

**ITEM TWO: MISCELLANEOUS TRANSFERS**

1. Adams Elementary School has requested to transfer \$1,784 from their Audio-Visual account to their Library Book account.
2. Lincoln Elementary has requested to transfer \$2,500 from their Non-Instructional Equipment account to their Instructional Supplies and Materials account.
3. Roosevelt Elementary has requested to transfer \$694 from their Audio-Visual account to their Library Book account.
4. Cora Cox Academy has requested to transfer \$1,000 from their Textbook account to their Staff Development account (\$300) and to their Awards and Dues account (\$700).

It is recommended that these transfers be approved.

**FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,172,432. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Trauma Informed Schools and CTE Perkins Reserve Consolidated grants for a total \$20,592. The Transition School to Work grant is being transferred from the School Special Projects fund. All of the other grants have been increased be a total of \$633,819.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$952,011. This will make the revised estimated revenue and appropriation amounts \$5,124,443.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,348,005. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional \$188,350 in our Safe Schools Grant. We also received and Niswonger RURAL Life grant of \$126,724 and a Project Lead the Way grant for \$10,000. There is an increase to the Family Resource program of \$9,300 that is from local donations. The SPARK Afterschool Pilot was not funded this year. There were other decreases in the Homeless Education, Coordinated School Health and State Pre-School grants of \$7,570. There was a decrease of \$241,300 due transferring the Transition School to Work grant to the Federal Projects Fund.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$60,504. This will make the revised estimated revenue and appropriation amounts \$1,408,509.



**AGENDA ACTION FORM**

**Amend the FY 2019 School Special Projects Fund Budget**

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

Action Form No.: AF-110-2019  
Work Session: May 20, 2019  
First Reading: May 21, 2019

Final Adoption: **June 4, 2019**  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

On May 14, 2019, the Board of Education approved an amendment to the FY 2018-2019 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,348,005 based on estimated amounts. There has been two new projects added, one project removed, and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$60,504. This makes the amended total \$1,408,509.

**Attachments:**

- 1. Ordinance
- 2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available:

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



**AGENDA ACTION FORM**

**Amend the FY 2019 School Special Projects Fund Budget**

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

Action Form No.: AF-110-2019  
Work Session: May 20, 2019  
First Reading: May 21, 2019

Final Adoption: June 4, 2019  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

On May 14, 2019, the Board of Education approved an amendment to the FY 2018-2019 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,348,005 based on estimated amounts. There has been two new projects added, one project removed, and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$60,504. This makes the amended total \$1,408,509.

**Attachments:**

- 1. Ordinance
- 2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2019 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2019 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
ASPA19 Afterschool Physical Activity Pilot	25,000	(25,000)	0
CSH019 Coordinated School Health	100,000	0	100,000
FRC019 Family Resource Center	29,612	9,300	38,912
HAG019 Homeless Assistance	55,000	(4,500)	50,500
KTIP19 Kingsport Truancy Intervention	53,720	0	53,720
LIFE19 Niswonger Rural Life Grant	0	126,724	126,724
PK5119 Pre-K Expansion Grant System-Wide	583,875	(1,500)	582,375
PL1019 Project Lead the Way Grant-Sevier	0	10,000	10,000
RRCN19 Read to be Ready Coaching Network	10,000	0	10,000
SSA019 Safe Schools Act	29,970	188,350	218,320
STEM19 Summer STEM Camp	50,000	0	50,000
TSTW19 Transition School to Work	189,903	(189,903)	0
Transfer from General School Fund	220,925	(52,967)	167,958
<b>Totals:</b>	<b>1,348,005</b>	<b>60,504</b>	<b>1,408,509</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	627,978	16,747	644,725
Support Services	720,027	43,757	763,784
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b>Totals:</b>	<b>1,348,005</b>	<b>60,504</b>	<b>1,408,509</b>

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:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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

May 14, 2019

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2018-2019  
BUDGET AMENDMENT NUMBER FOUR**

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Adams, Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$9,350 and that the appropriations for Principal's Other Charges be increased by \$9,350.

**ITEM TWO: MISCELLANEOUS TRANSFERS**

1. Adams Elementary School has requested to transfer \$1,784 from their Audio-Visual account to their Library Book account.
2. Lincoln Elementary has requested to transfer \$2,500 from their Non-Instructional Equipment account to their Instructional Supplies and Materials account.
3. Roosevelt Elementary has requested to transfer \$694 from their Audio-Visual account to their Library Book account.
4. Cora Cox Academy has requested to transfer \$1,000 from their Textbook account to their Staff Development account (\$300) and to their Awards and Dues account (\$700).

It is recommended that these transfers be approved.

**FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,172,432. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Trauma Informed Schools and CTE Perkins Reserve Consolidated grants for a total \$20,592. The Transition School to Work grant is being transferred from the School Special Projects fund. All of the other grants have been increased be a total of \$633,819.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$952,011. This will make the revised estimated revenue and appropriation amounts \$5,124,443.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,348,005. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional \$188,350 in our Safe Schools Grant. We also received and Niswonger RURAL Life grant of \$126,724 and a Project Lead the Way grant for \$10,000. There is an increase to the Family Resource program of \$9,300 that is from local donations. The SPARK Afterschool Pilot was not funded this year. There were other decreases in the Homeless Education, Coordinated School Health and State Pre-School grants of \$7,570. There was a decrease of \$241,300 due transferring the Transition School to Work grant to the Federal Projects Fund.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$60,504. This will make the revised estimated revenue and appropriation amounts \$1,408,509.



**AGENDA ACTION FORM**

**Enter into Agreement with TDOT for West End Greenbelt Extension**

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

Action Form No.: AF-111-2019  
 Work Session: May 20, 2019  
 First Reading: May 21, 2019

Final Adoption: June 4, 2019  
 Staff Work By: Thompson/Frazier  
 Presentation By: Chris McCart

**Recommendation:**

Approve the Resolution and Budget Ordinance.

**Executive Summary:**

This project consists of building an extension of the Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive.

The estimated total cost for all phases of this project is \$1,044,000, which will be funded 80% through Federal funds, and 20% Local funds. Currently, the Construction Phase is programmed to be funded with 100% Local funds but will be adjusted to reflect the actual 80% Federal / 20% Local ratio when either the City receives the Transportation Alternatives Grant from TDOT or the MPO's Surface Transportation Block Grant (STBG) program is amended this fall.

Therefore we request to enter into a Local Agency Project Agreement with TDOT for the West End Greenbelt Extension Project, and to also establish fund GP1927 for this project. It is requested, at this time, to fund the Local obligation for this project in the amount of \$20,000 by transferring funds from GP1617 (\$17,820), and GP1710 (\$2,180) into GP1927. This transfer funds the Local requirement for National Environmental Policy Act (NEPA), and Design phases.

Project Data: TDOT Agreement #: 190096; PIN: 128784.00; Federal Project #: STP-M-9108(50); State Project #: 82LPLM-F3-092.

**Attachments:**

1. Resolution
2. Budget Ordinance
3. Agreement (23 pages)
4. Location Map

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE WEST END GREENBELT EXTENSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to further extend the Greenbelt west from its current end at Ritherwood Drive to Lewis Lane on West Stone Drive (SR-1); and

WHEREAS, the estimated total cost for all phases of this project is \$1,044,000, which will be funded 80% through the Metropolitan Planning Organization (MPO) Surface Transportation Block Grant Program (STBG) (Federal funds); and the local government is responsible for the 20% matching share (estimated amount of \$208,800.00); and

WHEREAS, funding will be available once the attached budget ordinance has passed at the second reading in June.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation for the West End Greenbelt Extension 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, the agreement with Tennessee Department of Transportation for the West End Greenbelt Extension 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 Number: 190096  
Project Identification Number: 128784.00  
Federal Project Number: STP-M-9108(50)  
State Project Number: 82LPLM-F3-092  
State of Tennessee Department of Transportation  
LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Kingsport Greenbelt Extension, SR-1(US-11W, West Stone Drive) From Lewis Lane through the Exit Ramp to Netherland Inn Road. Netherland Inn Road From the SR-1 Exit Ramp to Rotherwood Drive"

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter

called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

**A.2 Modifications and Additions:**

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	PROJECT
Utility Coordination by:	AGENCY	PROJECT
Construction by	AGENCY	AGENCY

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

**B.3 Environmental Regulations:**

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

**B.4 Plans and Specifications**

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations

covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

#### **B.6 Approval of the Construction Phase**

a) In the event that the Agency is made responsible for the Construction phase in section B.1(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

#### **B.7 Detours**

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

#### **B.8 Utilities**

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency is made responsible for the Utilities Phase in section B.1(a) of

this Agreement, the following applies:

- 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
- 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

**B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

**C. PAYMENT TERMS AND CONDITIONS**

**C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

**C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

**C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

**C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

**C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

**1) Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**2) Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

**3) Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**4) Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

**5) Default:**

The Agency has been determined by the Department to be in default under any of the provisions

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

**D. STANDARD TERMS AND CONDITIONS**

**D.1 Governing Law:**

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

**D.2 General Compliance with Federal, State, and Local Law:**

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

**D.3 State Law:**

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

**D.9 Maintenance:**

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.I.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

**D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

In the event that the herein-described project is funded with federal funds, the following shall apply:

**a) DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

**b) DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

**a) Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the

General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI - Civil Rights Act of 1964:**

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990(ADA):**

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert

in each of its subcontracts, the following provision:

1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to Congress (applies to federal aid projects):**

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**D.19 Records:**

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form

prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 ForceMaieure:**

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc.

b) In the event that the Department is made responsible in section B.I.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**0.35 Congestion Mitigation and Air Quality Requirement:**

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below

Amount	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=5 Years
>\$200,000 \$500,000	=10 Years
>\$500,000 - \$1,000,000	=20 Years

b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

a) If the Project is funded with federal funds the following shall apply: The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date 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 4th day of June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Enter into Agreement with TDOT for West End Greenbelt Extension**

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

Action Form No.: AF-111-2019  
 Work Session: May 20, 2019  
 First Reading: May 21, 2019

Final Adoption: June 4, 2019  
 Staff Work By: Thompson/Frazier  
 Presentation By: Chris McCartt

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

This project consists of building an extension of the Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive.

The estimated total cost for all phases of this project is \$1,044,000, which will be funded 80% through Federal funds, and 20% Local funds. Currently, the Construction Phase is programmed to be funded with 100% Local funds but will be adjusted to reflect the actual 80% Federal / 20% Local ratio when either the City receives the Transportation Alternatives Grant from TDOT or the MPO's Surface Transportation Block Grant (STBG) program is amended this fall.

Therefore we request to enter into a Local Agency Project Agreement with TDOT for the West End Greenbelt Extension Project, and to also establish fund GP1927 for this project. It is requested, at this time, to fund the Local obligation for this project in the amount of \$20,000 by transferring funds from GP1617 (\$17,820), and GP1710 (\$2,180) into GP1927. This transfer funds the Local requirement for National Environmental Policy Act (NEPA), and Design phases.

Project Data: TDOT Agreement #: 190096; PIN: 128784.00; Federal Project #: STP-M-9108(50); State Project #: 82LPLM-F3-092.

**Attachments:**

1. Budget Ordinance
2. Agreement (23 pages)
3. Location Map

Funding source appropriate and funds are available:

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT  
FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2019;  
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 Fund budgets be amended by appropriating \$835,200 KMTPO STBG Federal funds 80% by transferring \$17,820 from the Greenbelt Park Development project (GP1617) and by transferring \$2,180 from the Greenbelt Improvements (GP1710) to the West End Greenbelt Extension Project (GP1927) for the design phase. The local government construction phase funding will be transferred at a later date through the FY19-20 Capital Improvement Plan.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b>Greenbelt Prk Development (GP1617)</b>			
<b>Revenues:</b>			
311-0000-391-0100 From General Fund	\$ 17,867	\$ (17,820)	\$ 47
<b>Totals:</b>	17,867	(17,820)	47

<b>Expenditures:</b>			
311-0000-601-2022 Construction Contracts	\$ 17,618	\$ (17,571)	\$ 47
311-0000-601-2023 Arch/Eng/Landscaping	249	(249)	0
<b>Totals:</b>	17,867	(17,820)	47

<b>Fund 311: General Project Fund</b>			
<b>Greenbelt Improvements (GP1710)</b>			
<b>Revenues:</b>			
311-0000-368-1054 Series 2016 GO (Nov 4)	\$ 93,326	\$ (2,180)	\$ 91,146
311-0000-368-2101 Premium From Bond Sale	7,736	0	7,736
<b>Totals:</b>	101,062	(2,180)	98,882

<b>Expenditures:</b>			
311-0000-601-4041 Bond Sale Expense	\$ 1,062	\$ 0	\$ 1,062
311-0000-601-9001 Land	85,000	0	85,000
311-0000-601-9003 Improvements	15,000	(2,180)	12,820
<b>Totals:</b>	101,062	(2,180)	98,882

**Fund 311: General Project Fund**  
**West End Greenbelt Extension (GP1927)**

<u>Revenues:</u>	\$	\$	\$
311-0000-337-9010 FTA/TN Section 5303 80%	0	835,200	835,200
311-0000-368-1054 Series 2016 GO (Nov 4)	0	2,180	2,180
311-0000-391-0100 From General Fund	0	17,820	17,820
<b>Totals:</b>	<b>0</b>	<b>855,200</b>	<b>855,200</b>

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Ach/Eng/Landscaping	0	200,000	200,000
311-0000-601-9001 Land	0	115,200	115,200
311-0000-601-9003 Improvement	0	540,000	540,000
<b>Totals:</b>	<b>0</b>	<b>855,200</b>	<b>855,200</b>

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:

\_\_\_\_\_  
 SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
 J. MICHAEL BILLINGSLEY, City Attorney

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

**Agreement Number: 190096**  
**Project Identification Number: 128784.00**  
**Federal Project Number: STP-M-9108(50)**  
**State Project Number: 82LPLM-F3-092**  
**State of Tennessee Department of Transportation**

## **LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Kingsport Greenbelt Extension, SR-1(US-11W, West Stone Drive) From Lewis Lane through the Exit Ramp to Netherland Inn Road. Netherland Inn Road From the SR-1 Exit Ramp to Rotherwood Drive"

### **A. PURPOSE OF AGREEMENT**

#### **A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

#### **A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

a)	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>AGENCY</b>	<b>PROJECT</b>
Preliminary Engineering by:	<b>AGENCY</b>	<b>PROJECT</b>
Right-of-Way by:	<b>AGENCY</b>	<b>PROJECT</b>
Utility Coordination by:	<b>AGENCY</b>	<b>PROJECT</b>
Construction by:	<b>AGENCY</b>	<b>AGENCY</b>

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

### **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

## **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- 1) **Misrepresentation:**  
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- 2) **Litigation:**  
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
- 3) **Approval by Department:**  
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- 4) **Conflict of Interests:**  
There has been any violation of the conflict of interest provisions contained herein in D.16; or
- 5) **Default:**  
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

#### **C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

#### **C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

### **C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

**D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>	<b>=</b>	<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF KINGSPORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**John Clark** **Clay Bright**  
**Mayor** **Commissioner**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**J. Michael Billingsley** **John Reinbold**  
**Attorney** **General Counsel**

---

**EXHIBIT "A"**


---

**AGREEMENT #: 190096****PROJECT IDENTIFICATION #: 128784.00****FEDERAL PROJECT #: STP-M-9108(50)****STATE PROJECT #: 82LPLM-F3-092**


---

**PROJECT DESCRIPTION:** Kingsport Greenbelt Extension, SR-1(US-11W, West Stone Drive) From Lewis Lane through the Exit Ramp to Netherland Inn Road. Netherland Inn Road From the SR-1 Exit Ramp to Rotherwood Drive. This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on SR-1(West Stone Drive).

---

**CHANGE IN COST:** Cost hereunder is controlled by the Surface Transportation Block Grant Program funding available to or allocable to the Agency.

---

**TYPE OF WORK:** Bicycles and Pedestrian Facility

---

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STBG	80	0	20	\$30,000.00
PE-DESIGN	STBG	80	0	20	\$70,000.00
RIGHT-OF-WAY	STBG	80	0	20	\$144,000.00
CONSTRUCTION	LOCAL	0	0	100	\$712,000.00
CEI	LOCAL	0	0	100	\$80,000.00
TDOT ES	LOCAL	0	0	100	\$8,000.00

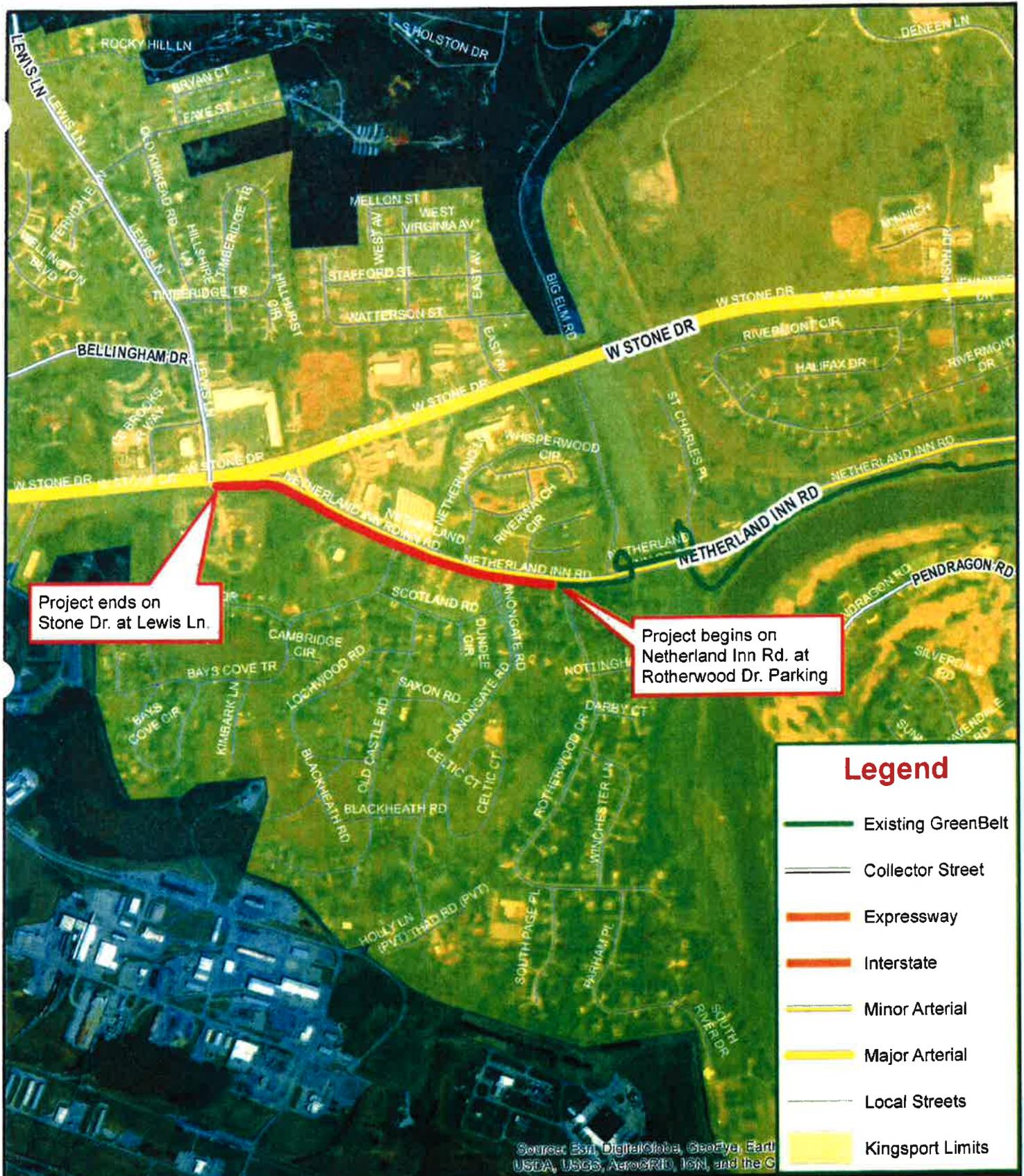
---

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A, Section 133,** Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



**Project Location Map**  
**GREENBELT WESTERN EXTENSION**  
**ROTHERWOOD DR. TO LEWIS LN.**

0 500 1,000 2,000 Feet

Graphic Scale





**AGENDA ACTION FORM**

**Authorizing a Letter of Authorization with the Virginia Department of Transportation  
Accepting Federal and State Funds on Behalf of the Kingsport MTPO**

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

Action Form No.: AF-132-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Bill Albright  
Presentation By: Bill Albright

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs). Because the Kingsport MTPO includes a small portion of Scott County Virginia, including Weber City and Gate City, the Virginia Department of Transportation allocates a portion of these funds for work the MTPO Staff carries out in this area. For fiscal year 2020, the MTPO's allocation of Federal Planning funds from Virginia is \$4,050 Federal (80%), matched by \$506 from VDOT (10%) and \$506 from the City of Kingsport (10%), totaling \$5,062. These funds have been included in the annual budget process. Staff recommends the Board approve the Letter of Authorization accepting the Federal/State Planning funds.

**Attachments:**

1. Resolution
2. Letter of Authorization/Agreement

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2020; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO), available through the Virginia Department of Transportation (VDOT); and

WHEREAS, the Letter of Authorization for fiscal year 2020 is in the amount of \$5,062.00; and

WHEREAS, matching funds in the amount of \$506.00 are required, which are accounted for during the annual budget process and will come from the approved FY2020 budget for the MPO.

Now therefore,

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

SECTION I. That the Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,076.00 and requiring \$508.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2020 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, a Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,062.00 and requiring \$506.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2020 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, said letter being as follows:

RE: FY-20 Letter of Authorization  
MPO PL, Federal and/or State Funding for Fiscal Year 2020 Kingsport Urbanized Area  
CFDA 20.205, Highway Planning and Construction  
FY-20 Pass-Through Entity Identifying Number: UPC 0000114987  
Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2020 (July 1, 2019, to June 30, 2020).

These funds are to be used to finance the activities contained in the approved FY 2020 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2020 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

<b>Fund Type</b>	<b>Federal</b>	<b>State</b>	<b>Total Reimbursable Amount for FY-20</b>	<b>Local Match</b>	<b>Grand Total of Support for FY-20 UPWP Activities</b>
<b>PL</b>	<b>\$4,050</b>	<b>\$506</b>	<b>\$4,556</b>	<b>\$506</b>	<b>\$5,062</b>

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary. Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2019, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2020 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

[Acknowledgements and Attachments 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 Letter of Authorization 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 public.

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

ADOPTED this the 4th day of June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, VIRGINIA 23219 2000

**Stephen Brich**  
Commissioner

May 9, 2019

Mr. William Albright  
Transportation Planning Manager  
City of Kingsport Tennessee  
201 West Market Street  
Kingsport, TN 37660

RE: FY-20 Letter of Authorization  
MPO PL, Federal and/or State Funding for Fiscal Year 2020  
Kingsport Urbanized Area  
CFDA 20.205, Highway Planning and Construction  
FY-20 Pass-Through Entity Identifying Number: UPC 0000114987

Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2020 (July 1, 2019, to June 30, 2020).

These funds are to be used to finance the activities contained in the approved FY 2020 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2020 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-20	Local Match	Grand Total of Support for FY-20 UPWP Activities
PL	\$4,050	\$506	\$4,556	\$506	\$5,062

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Mr. William Albright  
May 9, 2019  
Page Two

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2019, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2020 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Marsha Fiol  
Transportation Mobility Planning  
Division Administrator

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

City of Kingsport on behalf of the Kingsport  
MPO

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

- Attachment 1 - Certifications
- Attachment 2 - Personnel and Salaries
- Attachment 3 - Indirect Cost Certification Statement
- Attachment 4 - DUNS Number and Place of Performance (POP) Information
- Attachment 5 - USDOT 1050.2A Non-Discrimination Assurances (and Appendices A to E)

ATTACHMENT 1

CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the Transportation Planning Manger of the City of Kingsport, TN, whose address is 201 West Market Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Transportation Mobility Planning  
Division Administrator

ATTACHMENT 2

PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN)

ATTACHMENT 3  
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. 2 CFR 200, Appendix VII outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

- Do not charge indirect costs. (You have completed the form.)
- Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

- No change in indirect cost allocation plan previously submitted.
- Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

- There will be no significant change in the indirect cost rate \_\_\_\_\_% previously used. (**Approved % rate must be provided here**)  
**Provide copy of rate approval (from VDOT or other cognizant agency)**
- There will be a significant change in the indirect cost rate from that previously used. The proposed rate is \_\_\_\_\_%. (**Proposed % rate must be provided here**)  
(As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

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

ATTACHMENT 4

DUNS Number & POP

As part of the federal award reporting process, VDOT is required to provide FHWA the DUNS Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

DUNS# 079027579

POP (area in which the project will be completed/performed)

City Kingsport Metropolitan Area

State Tennessee/Virginia

Zip Code +4 37660-4285

CITY OF KINGSPORT, TN

By: \_\_\_\_\_

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

## ATTACHMENT 5

### The United States Department of Transportation (USDOT)

#### Standard Title VI/Non-Discrimination Assurances

##### DOT Order No. 1050.2A

The *City of Kingsport, Tennessee* (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the *Federal Highway Administration and/or Federal Transit Administration*, is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effetuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and/or Federal Transit Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and/or Public Transportation Programs*:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

## ATTACHMENT 5

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The City of Kingsport, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

ATTACHMENT 5

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *the City of Kingsport, Tennessee* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration and/or Federal Transit Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration and/or Federal Transit Administration*. You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration and/or Federal Transit Administration*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

*The City of Kingsport, Tennessee* gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highways and/or Public Transportation Programs*. This ASSURANCE is binding on *the Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highways and/or Public Transportation Programs*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Kingsport, Tennessee

\_\_\_\_\_  
*(Name of Recipient)*

by \_\_\_\_\_

*(Signature of Authorized Official)*

\_\_\_\_\_  
*(Printed Name of the Signing, Authorized Official)*

DATED \_\_\_\_\_

## ATTACHMENT 5

### 1050.2A APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration and/or Federal Transit Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ATTACHMENT 5

### 1050.2A APPENDIX B

#### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Kingsport, Tennessee* will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly*, the Regulations for the Administration of *Federal-aid Highways and/or Public Transportation Programs*, and the policies and procedures prescribed by the *Federal Highway Administration and/or Federal Transit Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Kingsport, Tennessee* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *City of Kingsport, Tennessee* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Kingsport, Tennessee*, its successors and assigns.

The *City of Kingsport, Tennessee*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *City of Kingsport, Tennessee* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A  
APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER  
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A  
APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## ATTACHMENT 5

### 1050.2A APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of One (1) Cab Chassis with Leaf/Refuse Compactor**

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

Action Form No.: AF-136-2019  
 Work Session: June 3, 2019  
 First Reading: N/A  
 Final Adoption: June 4, 2019  
 Staff Work By: Committee  
 Presentation By: R. McReynolds/S. Hightower

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**  
 Bids were opened on May 15, 2019 for the purchase of One (1) Cab Chassis with Leaf/Refuse Compactor for use by the Ground Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 28, 2019 and placed on our website for 17 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Municipal Equipment, Inc. for One (1) 2020 Freightliner M2 106/Curbtender VacPak:

	\$207,385.00	Unit Cost
Less	\$2,800.00	Trade in Allowance Equipment # 627
	\$204,585.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 31100006019006 GP1913 & 31100006019006 GP1920.

- Attachments:**
1. Resolution
  2. Bid Opening Minutes
  3. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH LEAF /REFUSE COMPACTOR TO MUNICIPAL EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 15, 2019, for the purchase of one (1) cab chassis with leaf/refuse compactor for use by the ground maintenance department; and

WHEREAS, the city will receive \$2,800.00 for a trade-in allowance for vehicle #627; and

WHEREAS, upon review of the bids, the board finds Municipal Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase One (1) 2020 Freightliner M2 106/Curbtender VacPak cab chassis with leaf/refuse compactor from Municipal Equipment, Inc., at a total purchase cost of \$204,585.00 which includes the deduction of the \$2,800.00 trade-in allowance; and

WHEREAS, funding is identified in Project/Account #31100006019006 GP1913 and 31100006019006 GP1920.

Now therefore,

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

SECTION I. That the bid for the purchase of One (1) 2020 Freightliner M2 106/Curbtender VacPak cab chassis with leaf/refuse compactor, at a total purchase cost of \$204,585.00 which includes the deduction of the \$2,800.00 trade-in allowance, is awarded to Municipal Equipment, Inc., Inc., and the city manager is authorized to execute a purchase order for same.

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 June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
SID COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 15, 2019  
4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

The Bid Opening was held in the Council Room, City Hall.

The Assistant Procurement Manager opened with the following bids:

CAB CHASSIS WITH LEAF/REFUSE COMPACTOR				
Vendor:	Unit Cost:	Trade-In #627:	Delivery Time:	Make/Model:
Worldwide Ford Sales	No Bid	N/A	N/A	N/A
Municipal Equipment	\$210,294.00	\$2,800.00	350 Days	2020 International 7400 SBA/Curbtender VacPak
Municipal Equipment	\$207,385.00	\$2,800.00	350 Days	2020 Freightliner M2 106/Curbtender VacPak

The submitted bids will be evaluated and a recommendation made at a later date.

# Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	todd.love@thetruckpeople.com
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner



FLEET MAINTENANCE DIVISION
City of Kingsport, Tennessee

Memo

To: Nikisha Eichmann, Assistant Procurement Manager
From: Truck Committee: Rodney Deel, Sanitation Supervisor
Steve Hightower, Fleet Manager
Date: May 20, 2019
Re: Cab Chassis with Leaf/Refuse Compactor Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the \$2,800 unit trade in offering for unit #627.

Table with 5 columns: Item, Quantity, Description, Award to Vendor, Fuel Economy. Row 1: 1, 1, 2020 Freightliner/ Curb Tender VacPac, Municipal Equipment, 2.5 - 6 MPG

Low Compliant Bidder

The bidder offering recommended is compliant in all major aspects of the minimum specification requirements for the Cab Chassis with Leaf/Refuse Compactor specified.

This unit will be a Department Replacement

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis.

Review of Specifications

The bid offerings were reviewed by Sanitation Supervisor - Rodney Deel, and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

0%

The unit(s) being replaced have a similar fuel economy to the unit(s) being purchased so there will be no estimated improvement in fuel economy ratings.

Trade In Information

- 1. Trade in(s):
a. Unit Number: 627 - FORD 1989 W/RAND LEAFVAC- Age: 30 Years
i. Fuel Economy - 2.31 MPG
ii. Current Mileage - 34,933

## **Origin Information**

1. New Unit Origin of Manufacture:
  - a. Cab/ Chassis Mfg.– Mount Holly, NC
    - i. 50% Domestic/ 50% Foreign Materials
  - b. Body Manufacture – Cedar Falls, IO.
    - i. 30% Domestic/ 70% Foreign Materials
2. New Unit Purchase Dealer:
  - a. Cab/ Chassis/ Body – Triad Freightliner – Kingsport, TN
  - b. Body Dealership – Municipal Equipment - Louisville, KY

Should you have any questions about this recommendation, please do not hesitate to contact us.

Thank you



Picture for demonstration purposes only and is not the exact product being purchased

**From:** Deel, Rodney

**Sent:** Tuesday, May 21, 2019 3:28 PM

**To:** Hammonds, Ronnie <RonnieHammonds@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>

**Cc:** Willis, Greg <GregWillis@KingsportTN.gov>; Bausell, Lewis <LewisBausell@KingsportTN.gov>

**Subject:** Leaf truck Purchase

Ronnie,

I have talked with Steve about the bids on the leaf Truck. We are going with the low bid Municipal Equipment 2020 Freightliner M2 106/Curbtender VacPak. It was over the 200,000 by around 4,600 dollar talked to Judy and got the money to cover the short fall. Steve can you move forward with the purchase ?

Thanks,

**Rodney Deel**

Household Refuse Supervisor

City of Kingsport

P: 423-224-2675

C: 423-914-0667

[rodneydeel@kingsporttn.gov](mailto:rodneydeel@kingsporttn.gov)



609 W. Industry Dr

Kingsport, TN 37660

[www.kingsporttn.gov](http://www.kingsporttn.gov)



**AGENDA ACTION FORM**

**Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2008**

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

Action Form No.: AF-119-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Jill Reed  
Presentation By: Joe May

**Recommendation:** Approve the Resolution.

**Executive Summary:**

A reconciliation has been made of the taxes assessed for Tax year 2008. This includes not only ad valorem tax on real property; but, also personal property taxes as well as taxes on State Assessed Properties. Tax Accounts which are in Bankruptcy are also included. Unpaid Taxes on tangible and intangible business property are not turned over to the Clerk & Master to be included in the Delinquent Tax litigation process.

The failure of a business entity to file a personal property schedule results in a forced assessment, which can continue for years in the event that the business fails to notify the Assessor that the business terminated, was sold or relocated outside the City. The Office of State Assessed Properties is the agency which conducts assessments of property taxes on certain classes of what are referred to as public utilities; which include more than privately owned telephone (including wireless), gas and electric (including transmission), and railroad companies - it also includes motor carriers and private carriers and some other classes. Any such company that fails to file an Ad Valorem Tax Report to the Office of State Assessed Properties receives a Forced Assessment, which can continue over a number of years in the event that the company has failed to file a final return reporting that it is no longer operating in Tennessee. These entities do not necessarily maintain a physical office in the City or even Tennessee.

Each year as part of the final accounting, an adjustment is made to recognize uncollectible receivables. For the Fiscal Year ending June 30, 2019, the total ad valorem tax on real property that meets such criteria represents some 7/100's of one percent of the total tax levy. Conversely, 99.93% of the tax levy has been collected.

Reconciliation has been made of all tax receivables, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of \$51,306.65 be made.

**Attachments:**

- 1. Resolution

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
Mcintire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2019 FOR THE TAX YEAR 2008 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

WHEREAS, reconciliation has been made of the real, personal and public utility property tax receivables, estimated uncollectible and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2008 was \$30,507,573.24; and

WHEREAS, of that amount, a total of \$51,306.65 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the City Recorder is hereby, authorized to reconcile and adjust delinquent real, personal and public utility property tax receivables in Fiscal Year 2019 in the amount of, \$51,306.65 for tax year 2008.

SECTION II. That the City Recorder and Mayor are authorized to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

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

ADOPTED this the 4th day of June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Approving the Public Official Bond for Christopher W. McCartt as City Manager**

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

Action Form No.: AF-113-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Sidney H. Cox  
Presentation By: Mike Billingsley

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Pursuant to the Charter, Article VI, Section 3 relating to Bonds, it is recommended that the Board of Mayor and Aldermen approve the Public Official Bond for Christopher W. McCartt as City Manager in the amount of \$5,000.00.

**Attachments:**

- 1. Resolution

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE PUBLIC OFFICIAL BOND  
FOR CHRISTOPHER W. MCCARTT AS CITY MANAGER WITH  
LIBERTY MUTUAL THE OHIO CASUALTY INSURANCE  
COMPANY

WHEREAS, Article VI, Section 3 of the city charter requires that the city manager have a public official bond with a surety company authorized to do business in the State of Tennessee; and

WHEREAS, the charter requires the board to approve the bond and surety; and

WHEREAS, Christopher W. McCartt has received a public official bond from Liberty Mutual The Ohio Casualty Insurance Company in the amount of \$5,000.00, as set by section 2-113 of the Kingsport City Code.

Now therefore,

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

SECTION I. That the public official bond and surety for Christopher W. McCartt through Liberty Mutual The Ohio Casualty Insurance Company in the amount of \$5,000.00 is approved.

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 June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Approving the Donation of Real Property to Petworks Kingsport Animal Services**

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

Action Form No.: AF-122-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Billingsley/Weems  
Presentation By: Weems

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Mr. Ralph Suit, Project Director for Petworks Kingsport Animal Services, requested a property donation of approximately .186 acres of city-owned property that abuts the existing Petworks site. The donation, once approved, will be combined with the existing three parcels containing the Petworks site via subdivision combination plat. The use of the .186 acre of donated property will be used as a portion of the associated dog park located behind the future Petworks building. The property being donated is a small portion of the end of an existing parcel that was the only part of the parcel not designated as floodway. During their regular meeting held on November 15, 2018, the Kingsport Regional Planning Commission voted unanimously to declare the property surplus.

**Attachments:**

- 1. Resolution
- 2. Location Maps

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_

A RESOLUTION AUTHORIZING DONATION OF APPROXIMATELY .186 ACRES OF REAL PROPERTY LOCATED ADJACENT TO THE EXISTING PETWORKS PROPERTY TO PETWORKS AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO PETWORKS

WHEREAS, on November 15, 2018, the Kingsport Regional Planning Commission found that .186 acres of property located adjacent to the existing Petworks property is surplus; and

WHEREAS, the city would like to donate the property to Petworks to be used as a portion of the dog park located behind the future Petworks building; and

WHEREAS, the board finds that the donation is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city; and

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates to PETWORKS, the real property located adjacent to the existing PETWORKS property located within the City of Kingsport, Sullivan County, Tennessee.

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, an appropriate Quitclaim Deed and all other documents necessary and proper to convey the real property described below to PETWORKS, as herein set out below:

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this the \_\_\_\_ day of June, 2019, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, Grantor, and PETWORKS KINGSPORT ANIMAL SERVICES CENTER, INC., formerly known as Sullivan County-Bluff City-Kingsport Animal Control Center, Inc., a nonprofit corporation organized under the laws of the State of Tennessee, Grantee.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby convey, remise, release and quitclaim unto Grantee, its successors and assigns, Grantor's right, title and interest in and to a certain tract of land in Sullivan County, Tennessee, described as follows, to wit:

Situate, lying and being in the City of Kingsport, Tenth (10th) Civil District of Sullivan County, Tennessee:

To locate the point of beginning, commence at an iron rod (old) with cap (KPT), said rod located at the corner of Lot 1, division of City of Kingsport

property (Plat Book 54, page 553) and CMH Homes, Inc. (Deed Book 1343C, page 617) and on the southerly sideline of East Stone Drive (also known as US Highway 11W). Thence leaving said sideline and along CMH Homes, Inc. South 16° 53' 16" East, a distance of 365.08 feet to a point, said point a corner to Lot 2 and known as the point of beginning. Thence along the division line of Lot 1 and 2 North 79° 06' 43" East, a distance of 120.01 to a point, said point located in the line of Petworks (Deed Book 3238, page 1620). Thence along said line South 16° 53' 41" East, a distance of 101.35 feet to a point. Thence leaving said line crossing Lot 2 North 86° 53' 39" West, a distance of 15.65 feet to a point; North 69° 02' 18" West, a distance of 81.23 feet to a point and North 73° 14' 13" West, a distance of 48.67 feet to a point, said point in the line of CMH Homes, Inc. Thence along CMH Homes, Inc. North 16° 53' 16" West, a distance of 31.73 feet to the point of beginning, containing 0.186 acres more or less, all as shown on a survey by Tim Lingerfelt, Surveyor, Tennessee No. 930, Alley & Associates, Inc., reference number 17-10647, dated May 7, 2019, to which reference is here made.

AND BEING a part of the property conveyed to the City of Kingsport, Tennessee by deed dated July 26, 1991, from Sidney Lawson, Max Richardson, and James H. Richardson recorded in Deed Book 789C, page 792 in the Register of Deeds for Sullivan County, Tennessee at Blountville.

Part of Tax Map 048A, Control Map 032P, Group A, Parcel 001.07

THE PROPERTY IS CONVEYED BY THE GRANTOR TO THE GRANTEE WHERE IS AND AS IS.

IN WITNESS WHEREOF, Grantor hereunto signs its name and affixes its seal on the day and year first above written.

SECTION III. 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, an appropriate Quitclaim Deed and all other documents necessary and proper to convey the real property described in Section I hereinabove to the PETWORKS, subject to the conditions and terms herein set out.

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

ADOPTED this the 4th day of June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

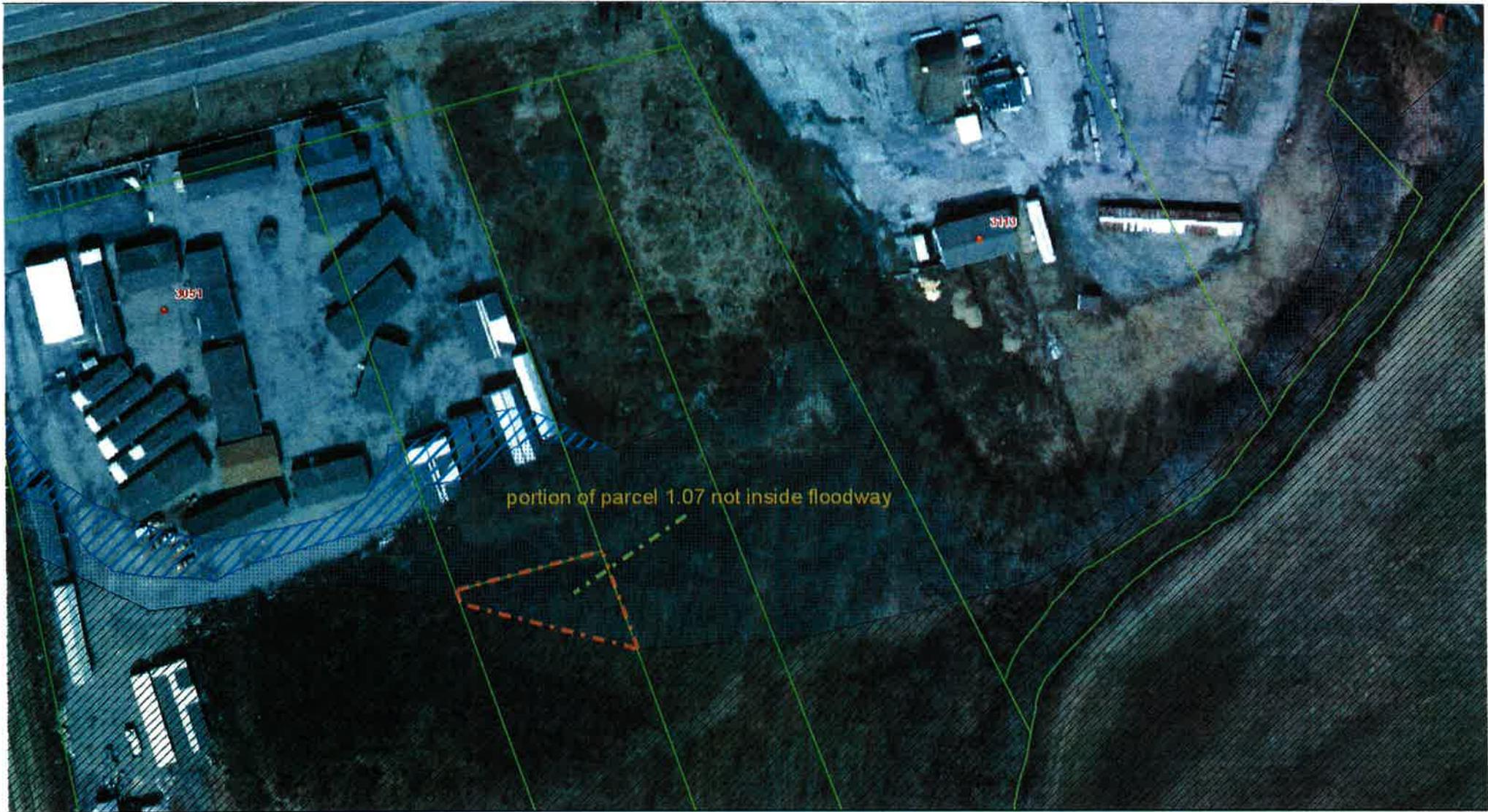
ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# ArcGIS Web Map



16/2018 9:26:11 AM

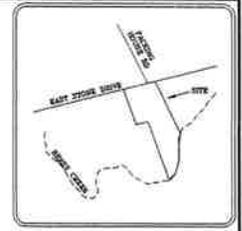
- Addresses
- Sullivan Co Parcel Data
- Urban Growth Boundary

### Flood Plain

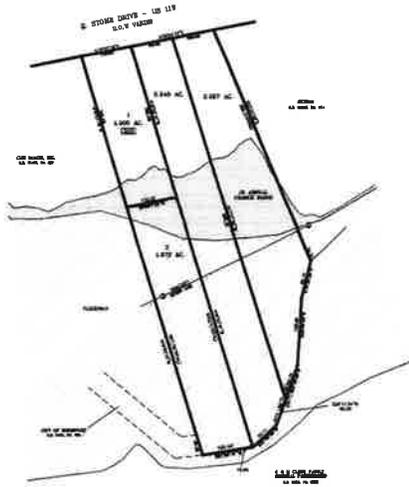
- A, FLOOD FRINGE
- AE, FLOOD FRINGE

- AE, FLOOD WAY
- X, FLOOD FRINGE

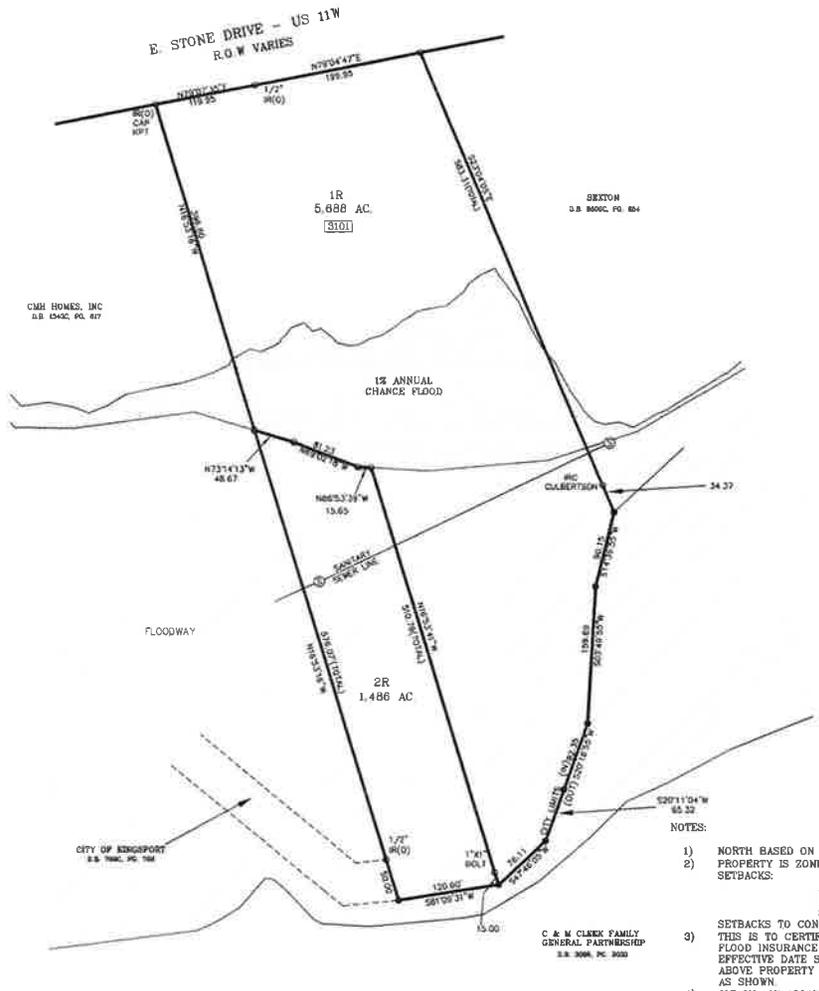




LOCATION MAP  
N.T.S.



BEFORE  
SCALE: 1"=200'



AFTER

**LEGEND**

- IR(O) IRON ROD(OLD)
- IR(N) IRON ROD(NEW)
- UNMARKED POINT
- KPT KINGSPOINT
- R.O.W. RIGHT OF WAY
- D.B. DEED BOOK
- PG. PAGE
- AC. ACRES
- N.T.S. NOT TO SCALE
- [723] 911 ADDRESS

**NOTES:**

- 1) NORTH BASED ON PLAT BOOK 54, PAGE 553
- 2) PROPERTY IS ZONED B-4P  
SETBACKS:  
FRONT 30'  
REAR 30'  
SIDE 30'
- 3) SETBACKS TO CONFORM TO ZONING DESIGNATION  
THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47183C0066D EFFECTIVE DATE SEPTEMBER 29, 2008 AND FOUND THAT THE ABOVE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN
- 4) JOB NO. 17-10647
- 5) ACAD FILE 17-10647 SBK ANIMAL CENTER.DWG
- 6) FIELD INFORMATION ELECTRONICALLY COLLECTED
- 7) TAX MAP 32P "A" PARCELS 1.05, 1.10, 2.00, & 1.07
- 8) DEED REFERENCE: D.B. 3190, PG. 283, D.B. 451C, PG. 394
- 9) PLAT REFERENCE: P.B. 54, PG. 553
- 10) I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THIS SURVEY IS BETTER THAN 1:10,000  
THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE



**ALLEY & ASSOCIATES, INC.**  
- SURVEYORS -  
243 S. MARKET STREET  
KINGSPORT, TENNESSEE 37660  
TELEPHONE (423) 382-8095  
FAX (423) 382-8098  
E-MAIL: [Wagner@alleysurveyors.com](mailto:Wagner@alleysurveyors.com)

RESUBDIVISION OF THE DIVISION OF CITY OF KINGSPORT PROPERTY AND THE DIVISION OF SULLIVAN COUNTY-BLUFF CITY-KINGSPORT

<p><b>CERTIFICATE OF OWNERSHIP AND DEDICATION</b></p> <p>I HEREBY CERTIFY THAT I AM ONE OF THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY OWN FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.</p> <p>DATE _____ 20____</p> <p>OWNER _____</p>		<p><b>CERTIFICATION OF APPROVAL OF STREET LIGHTING SYSTEM</b></p> <p>I HEREBY CERTIFY THAT THE STREET LIGHT SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLIES WITH THE CITY OF KINGSPORT'S POLICIES ON ROADWAY LIGHTING WITHIN THE CITY OF KINGSPORT, AND ANY REQUIRED CHARGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.</p> <p>DATE _____ 20____</p> <p>TRAFFIC ENGINEERING MANAGER _____</p>		<p><b>CERTIFICATION OF THE APPROVAL OF STREETS</b></p> <p>I HEREBY CERTIFY (1) THAT THE STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF (2) ADEQUATE RIGHTS-OF-WAY DESIGNATION UPON AN EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROPOSED.</p> <p>DATE _____ 20____</p> <p>CITY ENGINEER _____</p>		<p><b>CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM</b></p> <p>I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE KINGSPORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE _____ 20____</p> <p>KINGSPORT AUTHORIZING AGENT _____</p>		<p><b>CERTIFICATE OF APPROVAL FOR RECORDING</b></p> <p>I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSPORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MARGINS OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$ _____ WAS FILED WITH THE KINGSPORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.</p> <p>DATE _____ 20____</p> <p>SECRETARY, KINGSPORT REGIONAL PLANNING COMMISSION _____</p>	
<p><b>CERTIFICATE OF ACCURACY</b></p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSPORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.</p> <p>DATE _____ 20____</p> <p>REGISTERED SURVEYOR _____</p>		<p><b>CERTIFICATION OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT</b></p> <p>I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.</p> <p>DATE _____ 20____</p> <p>CITY GIS DIVISION DIRECTOR OF 911 ADDRESSING _____</p>		<p><b>CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM</b></p> <p>I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT &amp; CONSERVATION AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE _____ 20____</p> <p>KINGSPORT AUTHORIZING AGENT _____</p>		<p><b>ANIMAL CONTROL CENTER, INC PROPERTY</b></p> <p><b>KINGSPORT REGIONAL PLANNING COMMISSION</b></p> <p>TOTAL ACRES <u>7.174</u> TOTAL LOTS <u>2</u></p> <p>ACRES NEW ROAD <u>0</u> MILES NEW ROAD <u>0</u></p> <p>OWNER <u>SBK ANIMAL CENTER</u> CIVIL DISTRICT <u>10TH</u></p> <p>SURVEYOR <u>ALLEY &amp; ASSOCIATES, INC.</u> CLOSURE ERROR <u>1:10,000</u></p> <p>SCALE 1"=100' </p>			



AGENDA ACTION FORM

**Contract Renewal with MedFit Center for a Physical Wellness Program**

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

Action Form No.: AF-134-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Committee  
Presentation By: C. Austin

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

In our efforts of maintaining a healthy workforce and an injury free workplace, proper training and education is required. For the past four years, the city has operated a physical wellness program with MedFit LLC, a local vendor. This program includes, but is not limited to, job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program); job coaching / medical exercise training (assess muscle strength/imbances, stretching/exercise program), educational seminars, and department meeting / training.

Last year a request for proposals was advertised with three responsive vendors. MedFit was awarded the contract. The contract was for one year with a renewal option annually, for up to three years. We proposed to renew the option for FY20.

Based on recent usage, MedFit has proposed increase in the hours included in the contract. Their request is included in the BMA packet. Total cost for FY20 is projected to be \$176,970. This is the first contract renewal option, of three. Funding has been identified in the FY20 budget.

**Attachments:**

1. Resolution
2. MedFit Contract Renewal Letter
3. Recommendation from Committee

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RENEWING AND AMENDING THE AGREEMENT WITH MEDFIT, LLC FOR A PHYSICAL WELLNESS PROGRAM FOR FY20 AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2018, the bid for a physical wellness program was awarded to Medfit LLC for the amount of \$148,200.00; and

WHEREAS, the program included, but is not limited to job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program), job coaching, medical exercise training (assess muscle strength/imbances, stretching/exercise program), and educational seminars; and

WHEREAS, the agreement was for one year with a renewal option annually for up to three years; and

WHEREAS, due to the recent usage, the increase of hours has caused an increase in the agreement amount; and

WHEREAS, the city would like to renew the agreement with MEDfit, LLC for FY20, at an amount of \$176,970.00

WHEREAS, funding is identified in the FY20 budget.

Now therefore,

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

SECTION I. That the renewal of the agreement with MedFit, LLC for FY20 at an amended cost of \$176,970.00 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 agreement with Medfit, LLC and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment to the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment to the agreement 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 public.

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

ADOPTED this the 4th day of June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



The MedFit Center  
3246 Memorial Blvd  
Kingsport, TN 37664

May 10, 2019

City of Kingsport  
225 W. Center Street  
Kingsport, TN 37660

The MedFit Center would like to renew our contract with the City of Kingsport to run the Preventative Medical Wellness Program.

**Your employees have said in a blind survey about the MedFit Program**

- “Best program the City has offered its employees. I personally really appreciate the city’s concern for its employee’s well-being.”
- “I think MedFit is the best program that the City has offered. Having access to the MedFit Program has definitely made me feel that the City cares about me as a whole person, not just about what work I can provide for them.”
- “Absolutely the best program the City has done for me in my 23 years”
- “For once, they have taken preventative measures that they have never done before.”

MedFit has proven a positive change in work culture within the City of Kingsport. Over 96% of the City employees we surveyed said that the MedFit program has made their employer more valuable to them! Over 90% of your employees we surveyed said that MedFit has decreased their need to visit the doctor. This not only helps them, this benefits you!

The program has seen significant growth over the last year. The increase over the past two months has been exponential. This growth is due to multiple factors including employee word of mouth because of their successes and meeting with different departments to better explain the program. This also includes sending our employee to help your employees sign up if they are intimidated by the online system.

The improved communication and outcomes have created an increased demand for appointments. In the last two months, we have filled all the appointments by the 5<sup>th</sup> of the month. In order to meet the demand, we have had to open more appointments. It is vital that we do not make the employee wait too long for an appointment to maximize the benefits of the program. To meet these demands we have hired an additional employee, which allows us

to meet the additional needs and to see high priority cases with minimal wait times. It is important to know, the more employees who use this program the better the financial and physical outcomes.

The job coaching/assessment and Exercise Training has seen a significant increase over the last four months, and it is reflected in our new numbers. We have seen a 25.5% increase in rehab sessions in the first ten months of the contract as compared to the same time frame last year.

I expect this number to grow by the end of the fiscal year due to the dramatic increase in needed appointments over the last four months. The last fiscal year had a total of 1,875 appointments. This fiscal year we have had 2,026 appointments in the first ten months. Our penetration rate has increased from 18% in 2017 to 25% this current year. This means we are not only increasing the number of appointments but are reaching a significantly larger number of employees. We can attribute this to a change in work culture and overall happiness and well-being with employees.

We have shown significant cost avoidance savings for the city in the past nine months. The MedFit Program has demonstrated an injury cost avoidance of \$804,500, avoided doctors' appointments of \$90,720 and pharmaceutical savings of \$13,194. The total cost avoidance is \$908,414. This demonstrates a return of investment of 9.4 in the first 9 months of this year. Keep in mind we have not included any additional workers' compensation numbers.

We do know that the healthcare costs for the City last year decreased by over \$900,000, and we do believe we are a significant part of this decrease due to our program and its resulting cost avoidance. With the increased participation and as the different departments and employees better understand how to use this program, we expect the utilization of the program to remain high along with its effectiveness for both the employees and the City.

As the program continues, we expect a more diverse usage but that does not necessarily mean an increase in the number of appointments. As they are better educated, we can roll more employees into classes and home and general exercise programs. These increases in employees' wellness should maintain the programs current level or slightly decrease the number of individuals seen and allow increased education and ergonomics for improved employee health and safety.

We have started new training programs for both Fire and Police and have analyzed the data captured with these departments separately to create group programs specific to each department and their most prominent issues, by offering two Fire and Police training classes per week. These two departments have high-risk jobs and encompass over 1/3 of the city workforce. The newest class we have begun offering is a city-wide class that will meet the needs of the more general employee and will also be based on the most prevalent issues we see with city employees and the exercises will be tailored to strengthening these areas along with general strength and endurance. These classes allow us to meet general needs with a larger number of employees at one time while saving the city money.

We are asking for an increase in the contract due to the increased demand this year. We are not asking for an increase in the number of hours in the Ergonomics area, but we are asking for an increase in both the Job Coaching/Exercise Training and the Meeting and Education area to meet the current demands of the program. It is vital we meet the current demands of the program to continue to make the program successful for the City and its employees. The increased numbers are a direct reflection of the appointments we have been providing the last two months including the new classes we are providing/starting. This is the first increase we have asked for in the four years we have been doing the program and we believe this will give us the ability to better serve your employees and further increase your healthcare and workers' compensation savings.

Sincerely,

A handwritten signature in black ink, appearing to read "Stan L. Johnson", with a long horizontal flourish extending to the right.

Stan L. Johnson, MS  
The MedFit Center  
3246 Memorial Blvd.  
Kingsport, TN 37664



## BY THE NUMBERS

### Cost Avoidance – 9 months

- Injury Cost Avoidance \$804,500.00
- Avoided Doctors' Visits \$90,720.00
- Pharmaceutical Savings \$13,194.72
- Total Cost Avoidance of \$908,414.72
- ROI of 9.4

### Employee Culture Change

- 96.15% of employees say The MedFit Program makes the City more valuable to them
- 93.5% of employees are more likely now to recommend the City to others
- 92.11% feel like The MedFit Program has decreased the need to visit a doctor

### Number of Appointments

- 1,875 in 2017-2018 Fiscal Year (1,511 the first 10 months)
- 2,026 appointments in 10 months of this year

**25.5% increase in appointments**

### Penetration Rate

- 18% in 2017-2018 Fiscal Year
- 25% this Fiscal Year to Date

### New Training Classes

- Fire Training – specific to their needs
- Police Training – specific to their needs
- General Employee training class

3 Things to know about what the MedFit Program does for the City of Kingsport

**What the MedFit Program does**

- Assess any employee that has an ache or pain
- Help mitigate musculoskeletal issues with specific Medical Exercise Training
- Assess workers at high risk workstations
- Make body mechanic changes and suggest any engineering changes that may be needed
- Determine prevalence of injury risk for each department based on our metrics
- Provide and discuss our metrics with the City to better address their injury/cost issues.
- Reduce Health Care costs
- Improve Work Culture

**MedFit has resolved 69 issues without the City Employee needing Doctor Visits or Opioids.**

**What Your Employees are Saying About MedFit Program you provided**

We asked City Employees, "Do you feel like MedFit has decreased your need to visit the doctor?"  
**92.11% said Yes**

We asked City Employees, "Does the MedFit program make your employer more valuable to you?"  
**96.15% said Very or Extremely**

We asked City Employees, "How important is it for the City to continue the MedFit Program?"  
**97.47% said it was Very or Extremely important**

We asked City Employees, "How likely is it that you would recommend your employer to others?"  
**93.5% said Very or Extremely Likely**

**Avoided Initial Doctors' Appointments** 189  
Average of \$150/visit \$28,350  
Average Number of Visits 3.2  
**Total cost if they average 3.2 visits \$90,720**

*92% of employees coming through the program stated if they had not come to MedFit, they would have gone to see a physician.*

**Cost Avoidance Numbers**

Back	\$320,000
Shoulder	\$180,000
Knee	\$195,000
Hip/Groin	\$40,000
Elbow	\$14,000
Foot/Toes	\$4,500
Neck	\$36,000
Lower Leg	\$3,000
Wrist	\$4,500
Ankle	\$1,500
Arm	\$2,000
Hand/Fingers	\$4,000
<b>Total</b>	<b>\$804,500</b>

**We Save the City Money**

**Pharmaceutical Savings with The MedFit Program**

- The MedFit program has decreased approximately 189 doctors' visits in 9 months
- 76% of all doctors' visits result in at least 1 drug prescription
- 144 avoided prescriptions at average cost of \$91.63
- Total Savings **\$13,194.72**

<b>Injury Cost Avoidance</b>	<b>\$804,500</b>
<b>Avoided Doctors' Appts</b>	<b>\$90,720</b>
<b>Pharmaceutical Savings</b>	<b>\$13,194.72</b>
<b>Total Cost Avoidance</b>	<b>\$908,414.72</b>

**These results demonstrate a Return on Investment of 9.4 through 9 months of the program.**

For More information, or for a presentation on what we are doing for you, please contact Stan Johnson at 677-1980.

### What the Employees are Saying about the MedFit Program

- ❖ "I have had three separate issues. All have been resolved."
- ❖ "Life with less pain"
- ❖ "Before I began the MedFit program, my pain level had definitely reached the point where I needed to see a doctor. Now, I have very little to no pain."
- ❖ "The program has helped me work through various issues over the last year or 2 that wouldn't be where it is if I didn't have the program."
- ❖ "It helped my flexibility tremendously so far."
- ❖ "I am hopeful and thankful to have the opportunity to be actively working on this long-term issue."
- ❖ "Has helped me a lot, hope to continue getting more pain free days."
- ❖ "I feel that MedFit has saved me money, as well as helped me with my physical health."
- ❖ "Feel more like doing things, less sadness more happiness"
- ❖ "I would not get this kind of care at the Dr. office."
- ❖ "I won't go to the Dr. for this anymore. Been there. Done that."

### What the Employees are Saying about the City of Kingsport

- ❖ "Best program the city has offered its employees. I personally really appreciate the city's concern for its employee's well-being."
- ❖ "I think MedFit is the best program that the city has offered. Having access to the MedFit program has definitely made me feel that the city cares about me as a whole person, not just about what work I can provide them."
- ❖ "Absolutely the best program the city has done for me in my 23 years."
- ❖ "For once they have taken preventative measures they have never done before."
- ❖ "The fact that they care enough means a lot."
- ❖ "Makes me feel better and that the city cares about my happiness and health"
- ❖ "People are our biggest resource. MedFit in addition to the clinic shows how much Kingsport cares about their employees."
- ❖ "This is one of the best programs the city has offered its employees."
- ❖ "They have shown me that they care."
- ❖ "It is a huge benefit to the employees."

### What the Employees are Saying and benefits to The City of Kingsport

- ❖ "It has definitely saved me several trips to the doctor and more than likely the specialist."
- ❖ "I feel better at work and am able to focus and accomplish more."
- ❖ "Less pain more work at home and at work"
- ❖ "I have several coworkers that have benefited from the program."
- ❖ "Would you recommend your employer to others? 'Have already done so.'"

*\*All quotes were taken from a blind survey\**



## Pricing Form

MedFit LLC  
3246 Memorial Blvd.  
Kingsport, TN 37664

Item	Units	Unit Price (\$/Unit)	Total Item Price
Job Evaluation for Ergonomics	104 Hours	\$85	\$8,840
Workstation Assessment for Ergonomics	208 Hours	\$85	\$17,680
Job Coaching/ Assessment/ Exercise Training	2040 Hours	\$65	\$132,600
Educational Seminar/ Department Meetings	150 Hours	\$65	\$9,750
Reporting	180 Hours	\$45	\$8,100
<b>TOTAL</b>			<b>\$176,970</b>

Thank you for your business.



Physical Wellness Committee

---

**MEMO**

**To:** Board of Mayor and Aldermen

**From:** Physical Wellness committee

**Date:** May 23, 2019

**Regarding:** Recommendation for Physical Wellness Program contract renewal

---

The Physical Wellness committee has reviewed the option for contract renewal with MedFit LLC for FY20. The committee agrees that the option should be exercised as requested by MedFit.

- The hours for Assessments are increasing to 2,040 hours based on recent usage. In order to continue the positive usage of the program, this increase is necessary.
- The hours for Educational Seminars/Department Meetings is increasing to 320 hours, with Reporting now broken out separately.
  - This is necessary to accurately report the number of hours being used to provide reports for the City and decrease the hourly rate for this task
  - MedFit is going into department and providing group training based on the department's specific needs, using data from their assessments to pinpoint specific areas of the body that see the most injuries in that department.
- Continuity – they have been working with us since 2015. They have done a great job and continue to assess our program to bring us the most benefit.

The committee consists of: Brent Morelock, Jason Bellamy, Darrell Hayes, George DeCroes, Stacey Baumgardner, and Chad Austin.



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Road Salt for FY20**

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

Action Form No.: AF-130-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Committee  
Presentation By: R. McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**

Bids were opened on May 9, 2019 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fifteen East Tennessee government agencies participating. It is recommended to award the bid for the purchase of road salt to the apparent low bidder The Detroit Salt Company, LLC. at a cost of \$95.15 per ton. The estimated annual cost is \$380,600 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of road salt if needed.

The City is not required to purchase road salt unless and until it is needed from Detroit Salt.

Funding is identified in account number 12140244613038.

**Attachments:**

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF ROAD SALT TO THE DETROIT SALT COMPANY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, the City of Knoxville, Tennessee issued an invitation to bid as a cooperative bid with fifteen East Tennessee governmental entities for road salt; and

WHEREAS, bids were opened May 9, 2019, for the purchase of road salt for use by the public works department on an as needed basis; and

WHEREAS, upon review of the bids, the board finds Detroit Salt Company, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase road salt at the cost of \$95.15 per ton from Detroit Salt Company, LLC; and

WHEREAS, the estimated cost based on purchasing 4,000 tons of road salt is \$376,160.00, and the city has an option to purchase an additional 2,000 tons, if needed; and

WHEREAS, the city is not required to purchase road salt unless and until needed; and

WHEREAS, funding is identified in account number 12140244613038;

Now therefore,

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

SECTION I. That the bid for purchase of road salt for use by the public works department is awarded to Detroit Salt Company, LLC, at the cost of \$95.15 per ton, and the city manager is authorized to execute purchase orders for same, as needed.

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 June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



OFFICE OF THE PURCHASING AGENT  
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

DATE: 5/9/19 TITLE: Bulk Control Rock Salt  
 DEPARTMENT: Public Service

BIDDERS	Non-Collusion Affidavit	Drug Free Work Place Affidavit	Iran Divestment Act Form	DBE Form	City of Knoxville Price	City of Kingsport Price	City of Bristol Price
Morton Salt, Inc.	✓	✓	✓	✓	131.91	143.42	147.78
Compass Minerals	✓	✓	✓	✓	88.45	99.92	108.27
Detroit Salt Company	✓	✓	✓	✓	No bid	95.15	95.15
Cargill, Inc.	✓	✓	✓	✓	91.54	99.41	99.58



OFFICE OF THE PURCHASING AGENT  
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

BIDDERS	City of Elizabethton Price	City of Mt Carmel Price	City of Church Hill Price	East TN State Price	Town of Jonesborough Price	Town of Surgoinsville Price
Morton Salt, Inc.	129.03	126.93	124.43	143.31	141.44	122.87
Compass Minerals	106.80	112.02	109.28	105.92	107.15	107.53
Detroit Salt Company	94.73	98.87	99.47	93.68	95.03	99.22
Cargill, Inc.	106.22	108.52	99.42	105.53	103.14	103.89



CITY OF KNOXVILLE

OFFICE OF THE PURCHASING AGENT  
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

BIDDERS	City of Johnson City Price	City of Newport Price	Knox County Price	City of Alcoa Price	City of Maryville Price	Blount County Price
Morton Salt, Inc.	143.31	135.16	131.91	116.74	133.48	116.99
Compass Minerals	106.12	99.22	88.45	100.45	91.93	100.83
Detroit Salt Company	93.37	no bid	no bid	no bid	no bid	no bid
Cargill, Inc.	99.22	107.47	91.36	97.99	97.67	102.73

I CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS THAT WERE RECEIVED

MEMORANDUM

May 16, 2019

TO: Brent Morelock, Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Recommendation of Award of Bid for Road Salt

---

The Streets and Sanitation Division has reviewed the bids for our supply of RockSalt for road de-icing for the upcoming year and recommends that we award the bid to Detroit Salt which is the apparent low bidder.

If you have any questions please contact me at your convenience.



**AGENDA ACTION FORM**

**Accept an Award from the National Fire Protection Association**

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

*JA*

Action Form No.: AF-89-2019  
Work Session: June 3, 2019  
First Reading: June 4, 2019

Final Adoption: June 18, 2019  
Staff Work By: Scott Boyd, Barry Brickey  
Presentation By: Scott Boyd, Barry Brickey

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The Kingsport Fire Department's Fire Marshal's Office received an award of \$1000.00 from the National Fire Protection Association (NFPA) as part of the KFD's Public Education Officer Barry Brickey being named NFPA's Fire and Life Safety Educator of the Year for 2019. The award will have a positive impact on the community. This award allows the Fire Marshal's to purchase needed materials for fire prevention and education activities.

**Attachments:**

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING AN AWARD FROM THE  
NATIONAL FIRE PROTECTION ASSOCIATION FOR THE  
KINGSPORT FIRE DEPARTMENT

WHEREAS, the Kingsport Fire Marshal's office received an award from the National Fire Protection Association (NFPA); and

WHEREAS, the award is in the amount of \$1,000.00 and will allow the fire marshal's office to purchase needed materials for fire prevention and education activities.

Now therefore,

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

SECTION I. That the award of \$1,000.00 from the National Fire Protection Association is accepted.

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 public.

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

ADOPTED this the 4th day of June, 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Issuance of Certificate of Compliance for Retail Food Stores to Sell Wine**

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

Action Form No.: AF-138-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Angie Marshall  
Presentation By: Sid Cox

**Recommendation:**

Approve the issuance of a Certificate of Compliance to Weigel's #93, 4401 West Stone Drive, to sell wine.

**Executive Summary:**

A retail food store is required to file an application with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application this business will submit to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. Police background checks have been conducted with nothing found that would prevent receiving this certificate. Planning has also verified the businesses are properly zoned.

**Attachments:**

None

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



**AGENDA ACTION FORM**

**Apply for and Receive an LSTA Technology Grant for the Library**

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

Action Form No.: AF-139-2019  
Work Session: June 3, 2019  
First Reading: N/A

Final Adoption: June 4, 2019  
Staff Work By: Chris Markley  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**

This grant by the Tennessee State Library and Archives will provide an opportunity for the Library to update and add to the technology that is available at the Library for use by the public. The grant will be used to replace 3 aging laptops that are used by the public in digital skills classes and Job Lab. A scanner will be added to the Palmer Room, local history room, which will allow the public to easily scan documents and one of a kind books without damaging the items when they are conducting historical or genealogical research. In addition 5 iPads will be purchased that will be used for programming for all ages.

The Friends of the Kingsport Public Library will provide the matching funds.

**Attachments:**

- 1. Resolution
- 2. 2020 Technology Grant Application
- 3. Friends of the Library Matching Funds Letter

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LIBRARY SERVICES AND TECHNOLOGY ACT GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES

WHEREAS, the city, through the Kingsport Library, would like to apply for a Library Services and Technology grant through the Tennessee State Library and Archives, which will provide funds to update and add to the technology that is available at the library for use by the public; and

WHEREAS, the maximum amount of the grant award requested is \$3,992.58, and the grant requires a fifty (50%) percent match, which will be paid for by the Friends of the Kingsport Library.

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 a Library Services and Technology grant through the Tennessee State Library and Archives, which will provide funds to update and add to the technology that is available at the Library for use by the public in the amount of \$3,992.58, which will require a fifty (50%) percent match, which will be paid for by the Friends of the Kingsport Library.

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 4<sup>th</sup> day of June 2019.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# 2020 Technology Grant



Tre Hargett  
Secretary of State

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
403 7<sup>th</sup> Avenue North  
Nashville, TN 37243  
615-741-7996

The Tennessee State Library and Archives is pleased to provide a grant opportunity to public libraries across Tennessee for their technology needs. This grant is supported in part by the U. S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act.

The 2020 Technology Grant is available for public libraries to replace or purchase technology for use by staff or the public. Grant funds are available for the following:

- Computers
- Software
- Networking hardware
- Peripherals

Grant awards are in the amount of up to \$20,000.00, and each grant will require a 50% local match. The Grant will run from October 1, 2019 – April 30, 2020.

Note: As this is a contractual grant, all contracts will have to be signed and received by the Library and Archives prior to funds being available.

Applications can be sent via e-mail, fax, or mail, as we do not require original signatures to be submitted. Please send all applications to the following:

Jennifer Cowan-Henderson  
Director of Planning and Development  
Tennessee State Library and Archives  
403 7<sup>th</sup> Avenue North  
Nashville, TN 37243  
ph: 615-741-1923  
fax: 615-532-9904  
[jennifer.cowan-henderson@tn.gov](mailto:jennifer.cowan-henderson@tn.gov)

Deadline for applications is **July 8, 2019**

# 2020 Technology Grant



Tre Hargett  
Secretary of State

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
403 7<sup>th</sup> Avenue North  
Nashville, TN 37243  
615-741-7996

<b>Legal Library Name (or applicant name if a Friends group or city/county)</b>	Kingsport Public Library		
<b>Grantee Mailing Address</b>	400 Broad Street		
<b>City</b>	Kingsport	<b>State</b>	<b>Zip Code</b>
		TN	37660
<b>Phone Number</b>	423-229-9488		
<b>Name of Region</b>	Holston River		
<b>Independent or Metro (if not in regional system)</b>			
<b>Date of Grantee's Last A-133 Audit</b> <i>(entity spent \$500,000 or more in Federal Funds only)</i>	December 2018		
<b>Fiscal Years Covered in Last A-133 Audit</b> <i>(ie 2017/2018, 2013/2014, etc)</i>	2017/2018		
<b>Grant Contact Person</b> <i>(will be the person listed in the contract)</i>	Chris Markley		
<b>Grant Contact Person Title</b>	Manager		
<b>Grant Contact Person e-mail address</b>	chrismarkley@kingsporttn.gov		
<b>City/County to be Served</b>	Kingsport		
<b>Federal Congressional District(s) to be Served</b> <a href="http://capwiz.com/nra/dbq/officials/">(http://capwiz.com/nra/dbq/officials/)</a>	1		
<b>State House District to be Served</b> <a href="http://capwiz.com/nra/dbq/officials/">(http://capwiz.com/nra/dbq/officials/)</a>	1, 2, & 6		
<b>State Senate District to be Served</b> <a href="http://capwiz.com/nra/dbq/officials/">(http://capwiz.com/nra/dbq/officials/)</a>	2, 4		
<b>Full Name of the Entity that is registered for the DUNS number listed below</b>	Kingsport Public Library		
<b>DUNS (Data Universal Numbering System) Number*</b>	0790127579		

\*if the entity does not have a DUNS number, one will either need to be applied for before applying for the Tech Grant, or another eligible entity that has a DUNS number will need to be used.

# 2020 Technology Grant

**Information from:** <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

## **Has my organization identified its Data Universal Number System (DUNS)?**

Ask the grant administrator, chief financial officer, or authorizing official of your organization to identify your DUNS number.

If your organization does not know its DUNS number or needs to register for one, visit Dun & Bradstreet website:

Register or Search for a DUNS Number:

<http://fedgov.dnb.com/webform/displayHomePage.do>

## **Purpose of this Step:**

The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization.

## **How long should it take?**

If requested over the phone, DUNS is provided immediately. Webform requests take 1 to 2 business days.

## **What is a DUNS Number and why do I need to obtain one?**

The Data Universal Number System (DUNS) number is a unique nine-character number that identifies your organization. It is a tool of the federal government to track how federal money is distributed. Most large organizations, libraries, colleges and research universities already have DUNS numbers. Ask your grant administrator or chief financial officer to provide your organization's DUNS number.

List of Information you will need to obtain a DUNS number (if your organization does not already have one):

- Name of organization
- Organization address
- Name of the CEO/organization owner
- Legal structure of the organization (corporation, partnership, proprietorship)
- Year the organization started
- Primary type of business
- Total number of employees (full and part time)

If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge.

**NOTE: Obtaining a DUNS number places your organization on D&B's marketing list that is sold to other companies. You can request not to be added to this list during your application.**

# 2020 Technology Grant

## Instructions

1. All Windows Desktops and Laptops purchased in this grant must follow the minimum specifications, though you are not required to purchase from the State contract.
2. If you are planning to purchase off of the State Contract for desktops or laptops, the description can be "Platform 2" or whichever platform meets the minimum specifications.
3. You will need to specify what purpose each item will provide. For example:
  - a. Is your item to replace an older one?
  - b. Will it be to increase your network size?
  - c. Will it allow you to increase your service?

**Note:** *Items requested cannot be for marketing or advocacy purposes.*

4. The grant request should be up to half of the total cost, with the overall grant request from all categories not being more than \$20,000.00 and no less than \$350.00. A grant request of \$20,000.00 would mean that a minimum total of \$40,000.00 would be spent towards the grant with both the grant award and local funding match.
5. Any item that is \$5,000.00 or more in total cost for a single item is not eligible for this grant.
6. This is a matching grant, in that for every dollar you receive from the grant, a local dollar must be spent at well.

**Note:** *Federal funds (i.e. USDA funds) cannot be used as your match for this grant.*

7. Paper purchases can be an eligible cost with leftover funds, up to \$100.00, but may not be requested on the application.
8. Printer toner can only be requested if a printer is also requested.

## Ineligible Items

Items not eligible for direct purchase through this grant include (but may not be limited to):

- Refurbished equipment (desktops and laptops included)
- Furniture
- Salaries
- Construction
- Gaming Consoles/Games
- Mobile Apps
- Network Cabling
- Device stands
- Patron/door counters
- STEM kits (including robotics)
- Security systems
- Phones
- Internet access or phone charges
- Late fees
- Taxes
- Hotspots
- Renewal charges
- Subscription-based software
- Items costing \$5,000.00 or more
- Digital picture frames
- Headphones/earbuds purchased specifically to sell or give away
- Non-digital microfilm readers or reader/printers
- Non-networked copiers
- Leased networked copiers
- Items purchased solely for marketing or advocacy purposes
- Food or giveaway items

**Note:** *If you are not sure if the item you are interested in is eligible, please feel free to ask.*

**Note:** *Televisions are eligible, however, a detailed explanation on how it will be used and where is required. This can be provided on an additional page.*

# 2020 Technology Grant

## Minimum Specifications for Windows Desktops and Laptops

### Windows Desktop

#### Platform 2 on State contract

Operating System: Windows 10 Professional Edition 64-bit  
Processor Speed: 3.5 GHz AMD Pro A10-9700 processor  
Memory: 8 GB  
Hard Drive: 500 GB  
Warranty: 3 year next day parts and labor on-site warranty

*Note In the NAPS catalog, there are two platform 2 listed for desktops. The minimum specification is for the platform 2 with the lesser cost (currently \$504.00)*

### Windows Laptop

#### Platform 1B on State contract

Operating System: Windows 10- Professional Edition 64-bit  
Processor Speed: 3.0 (up to 3.1) GHz Intel 'I5-7200M' processor  
Memory: 8 GB  
Hard Drive: 500 GB  
Warranty: 3 year next business day parts and labor, no on-site warranty

Category	Description	Priority	# Requested	Cost per Unit	Total Cost	Amount Requested (up to 1/2 of total cost)
----------	-------------	----------	-------------	---------------	------------	--

Library Name

Kingsport Public Library

<b>Computers</b>						
Windows Desktop <i>(must meet or exceed minimum specifications)</i>						
Windows Laptop <i>(must meet or exceed minimum specifications)</i>	Dell Inspiron 17 3000 8th Generation Intel® Core™ i5-8265U Processor (6MB Cache, up to 3.9 GHz), Windows 10 Pro 64-bit English, 8GB, 1x8GB, DDR4, 2666MHz, 128GB M.2 PCIe NVMe Solid State Drive (Boot) + 1TB 5400 rpm 2.5" SATA Hard Drive, 17.3-inch FHD (1920 x 1080) Anti-Glare LED-Backlit Non-touch IPS Display	To replace aging laptops for use by patrons in digital skill classes and Job Lab.	3	\$739.19	\$2217.57	\$1108.79
Additional Warranty						
Macintosh Desktop						
Macintosh Laptop						
Server						
Children's Workstation						
All-in-one or Thin Clients						
Other Computers <i>(please specify)</i>						
<b>Software (annual fees are not eligible)</b>						
Productivity Software						
Security Software						
Anti-Virus Software						
Automation						
Other Software <i>(please specify)</i>						

Category	Description	Purpose	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
<b>Networking Hardware (networking cables are not eligible)</b>						
Routers/Wireless Routers						
Hubs/Switches/etc.						
Wireless Access Points						
Other Networking Hardware (please specify)						
<b>Peripherals, Mobile Devices and other Small Items</b>						
Monitors						
Black and White Printers						
Color Printers						
All-in-One Scanners/ Fax / Printers						
Barcode Scanners						
Flatbed Scanners						
E-Book Reader						
Digital Camera						
Tablet/iPad	Apple iPad (WiFi, 32 GB)	For use in programming for all ages. The Ipads will be used for programs ranging from building and programming WeDots to introducing literacy activities in storytime.	5	\$250.00	\$1250.00	\$625.00
Other (please specify)	Book and Document Scanner	To allow patrons and staff to scan from items contained in the collection including the local history reference room (Palmer	1	\$525.00	\$525.00	\$262.50

Category	Description	P	se	# Requested	Cost per Unit	Total Cost	Amount Request (up to 1/2 of total cost)
<b>Other Items Not in Another Category (please specify)</b>							
<b>Totals*</b>							
						<b>Revised Total</b>	<b>\$1996.29</b>

\*Total request should be in a whole dollar format

# 2020 Technology Grant

## Certifications

For this LSTA Grant Proposal to be considered for funding, the library must meet requirements for items in the certification tables below.

- If this LSTA grant request does not include funding for computers or electronic devices to access the Internet, computer software, or peripherals installed on computers accessing the internet, compliance with item 1 is not required.

**I certify that the applicant or public library being applied for is compliant with the following:**

*Please check one*

		Yes	No
1.	Children's Internet Protection Act <i>(complete and sign Internet Safety Certification page, which follows this page)</i>	x	
2.	Title VI, Civil Rights Act of 1964	x	
3.	Type of Library <i>(please mark yes or no, please choose only one as yes)</i>		
3.a.	Department of the County or City	x	
3.b.	Joint Venture <i>(a formal agreement between a city and county; between cities; between cities and counties, or between counties where funding for the library is split between the agreeing entities, and the facility and materials are equally owned by the funding bodies; the library is considered neither a city nor a county department, but is a separate entity and is audited independently)</i>		
3.c.	A documented 501-C-3 <i>(the library has filed with the IRS as a 501-C-3 non-profit organization; having a tax exempt number or using one from a city or county does not qualify the library as a 501-C-3, just as tax exempt)</i>		
3.d.	Other, please specify		

*Items 4 – 7 are not required for Metropolitan or Independent Libraries*

4.	Signed Service Agreement filed with your regional office for the most recent completed fiscal year	x	
5.	Signed Maintenance of Effort documentation filed with your regional office for the most recent completed fiscal year	x	
6.	Did a member of your library board attend the 2018 Trustee Workshop?		No
6.a.	If yes, please provide the name of at least one board member who attended		
	Attendee Name:		
7.	Has the Standards Survey been completed for your library for the 2018/2019 Fiscal Year? **	x	
8.	How many currently serve on your board (including ex officio members if any)? How many current board members have completed the Tennessee Trustee Certification Program?	#board 7	# certified 3

*Items 6 – 8 will directly affect your grant award.*

**Note:** *The Status of your Standards Survey will be checked after the survey deadline of July 15<sup>th</sup> to insure that the most updated data is being used.*

Signature of Library Director

Date

Signature of Board Chairperson or Authorizing Authority

Date

Printed Name and Title of Board Member or Authorizing Authority

# 2020 Technology Grant

## Internet Safety Certification For Public Libraries

Library Name: Kingsport Public Library

As the duly authorized representative of the library, I hereby certify that  
(Check EITHER A or B, but not both):

<p><b>A.</b></p> <p><input checked="" type="checkbox"/> X</p>	<p>The recipient library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act and has in place the following policies, as provided by 20 U.S.C. Section 9134(f)(1):</p> <p>(i). A policy of Internet safety <i>for minors</i> that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are: (1) obscene; (2) child pornography; or (3) harmful to minors; and the library is enforcing the operation of such technology protection measure during any use of such computers <i>by minors</i>; and</p> <p>(ii). A policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (1) obscene; or (2) child pornography; and the library is enforcing the operation of such technology protection measure during any use of such computers.</p>
<p><b>B.</b></p> <p><input type="checkbox"/></p>	<p>The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the recipient library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.</p>

<b>Signature of Library Director or Authorizing Authority</b>	<b>Date</b>
<b>Printed Name of Signatory</b>	
<b>Title of Signatory</b>	

# 2020 Technology Grant

## Certification of Indirect Cost

**Library Name:** Kingsport Public Library

**Definition:** An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Check one of the following options regarding indirect costs as part of your grant award.

- The Grantee has a Federally negotiated rate for indirect cost, which is \_\_\_\_\_%.  
*Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.*
- The Grantee requests that 10% of their grant award be allocated for indirect costs.
- The Grantee requests that 0% of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of technology items.

---

**Signature of Library Director or Authorizing Authority**

**Date**

---

**Printed Name of Signatory**

---

**Title of Signatory**

# 2020 Technology Grant

## Financial Certification

**Library Name:** Kingsport Public Library

Federal Employer Identification Number (FEIN) 62-6000323

*Also referred to as a tax exempt number*

Business Name or Name of the Holder of the FEIN City of Kingsport

I prefer to have my grant funds direct deposited.

Please provide the last 4 digits of the account you will be using for this grant \_\_\_\_\_

I prefer to receive a check for my grant funds.

Please provide a business name and address of where the check should be delivered

City of Kingsport

225 W Center St

Kingsport, TN 37660

Attn.: Lisa Winkle

**Note: if using a new account for direct deposit, please contact the grant manager for the documentation and instructions to add this account to your file.**

\_\_\_\_\_  
**Signature of Library Director or Authorizing Authority**

**Date**

\_\_\_\_\_  
**Printed Name of Signatory**

\_\_\_\_\_  
**Title of Signatory**

# 2020 Technology Grant

## Checklist for Application

- Application completed
- All certification pages completed and signed  
Please note: Authorizing Authority is referring to someone not part of the library staff that has fiscal authority. This can include the board chair, mayor, city or county financial officer, etc.

## Grant Questions?

Questions regarding the tech grant can be sent to Jennifer Cowan-Henderson  
Phone 615-741-1923  
Fax 615-532-9904  
E-Mail [Jennifer.Cowan-Henderson@tn.gov](mailto:Jennifer.Cowan-Henderson@tn.gov)

## Submitting Applications

Applications will be accepted via fax, mail, or e-mail.

Applications can be sent to:

Postal mail: Tennessee State Library and Archives  
403 Seventh Avenue North  
Nashville, TN 37243  
Attn: Jennifer Cowan-Henderson

*Note: To insure delivery, it is recommended to mail your application through certified mail, so you receive notification of delivery.*

Fax: 615-532-9904

e-mail: [Jennifer.Cowan-Henderson@tn.gov](mailto:Jennifer.Cowan-Henderson@tn.gov)

Deadline for submitting applications:

**July 8, 2019**

LSTA Technology FY 19-20 Grant Fund Match

The Kingsport Public Library would like to request that the Friends of the Library provide financial support in the form of agreeing to provide the 50% matching funds for purchases made in the 2019-2020 LSTA Technology Grant.

The grant provides opportunities for libraries to receive funds to purchase technology for staff and public use. The Kingsport Public Library is requesting funds for the purchase of 3 laptops, 5 Ipads, and 1 scanner. The laptops will be used to begin a refresh cycle to update the laptops used by patrons in digital skill classes and during Job Lab. The 5 Ipads will be used by staff and patrons in the Makerspace and will also be used in programming and will provide literacy and other learning opportunities to patrons of all ages. The scanner will be used in the Palmer room to provide a safer means of scanning historic and irreplaceable books and other materials by staff and patrons conducting historical and genealogical research.

The amount of the grant request is \$3992.58. We are requesting that the Friends of the Library provide the required matching funds not to exceed \$2000.

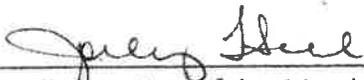
Jail Preslar made a motion to the Board of the Kingsport Library to approve the request of the Kingsport Library to provide 50% matching funds for the purchases made in the 2019-2020 LSTA Technology Grant. The amount of the grant request to not exceed \$2,000. The motion was seconded by Rick Currie and passed unanimously by the Board.



Beth Geno, President of the Friends of the Library

5.15.19

Date



Jolly Hill, Secretary of the Friends of the Library

5/16/19

Date

**MEMORANDUM**

TO: Jeff Fleming, City Manager  
Board of Mayor and Aldermen

FROM: Sidney H. Cox, City Recorder/CFO

DATE: June 4, 2019

SUBJECT: Presentation of Submission to the State of Tennessee the Reports on Debt Obligations (State Form CT-0253) - \$14,100,000 General Obligation Refunding Bonds – Series 2019

At the April 16, 2019 regular meeting, the BMA authorized the issuance of up to \$18,300,000 in bonds to refinance outstanding debt involving the City's General Obligation Public Improvement Bonds, Series 2009D (Build America Bonds or BABS). At that time, the City had filed a plan of refunding with the State Comptroller's Office which had estimated that we would realize approximately \$772,643 (or net present value benefit of 4.703%) in future debt service savings from this transaction.

The City conducted a competitive sale for this issuance on April 29, 2019 and completed the closing on May 10, 2019. The City received electronic bids from 12 national firms, with the winning public bid for the fixed rate bonds submitted by Huthchinson, Shockey, Erley & Company with a true interest cost (TIC) of 1.8432%. The gross debt service savings realized from this refunding transaction are \$1,262,892 or a net present value benefit of 7.024%.

As a follow-up to the bond closing, the City is required, prior to filing with the State of Tennessee, to complete and submit to the BMA the attached "Report on Debt Obligations" (State Form No. CT-0253).

A Final Financing Report for the transaction was prepared by the City's Financial Advisor – Raymond James & Associates and includes detailed information about this refunding bond issue. Excerpts from this report are included with the State Reporting Form for your information. The complete report is available for your review at your convenience.

If additional information is needed, please advise.

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**1. Public Entity:**  
 Name: City of Kingsport, Tennessee  
 Address: 225 West Center Street  
Kingsport, Tennessee 37660  
 Debt Issue Name: General Obligation Refunding Bonds, Series 2019  
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

**2. Face Amount:** \$ 14,100,000.00  
 Premium/Discount: \$ 2,774,642.90

**3. Interest Cost:** 1.8432 %  Tax-exempt  Taxable  
 TIC  NIC  
 Variable: Index \_\_\_\_\_ plus \_\_\_\_\_ basis points; or  
 Variable: Remarketing Agent \_\_\_\_\_  
 Other: \_\_\_\_\_

**4. Debt Obligation:**  
 TRAN  RAN  CON  
 BAN  CRAN  GAN  
 Bond  Loan Agreement  Capital Lease  
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

**5. Ratings:**  
 Unrated  
 Moody's Aa2 Standard & Poor's AA Fitch \_\_\_\_\_

**6. Purpose:**

		BRIEF DESCRIPTION
<input type="checkbox"/> General Government	_____ %	_____
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input checked="" type="checkbox"/> Refunding/Renewal	<u>100.00</u> %	<u>Refunding prior bonds for various public works projects</u>

**7. Security:**  
 General Obligation  General Obligation + Revenue/Tax  
 Revenue  Tax Increment Financing (TIF)  
 Annual Appropriation (Capital Lease Only)  Other (Describe): \_\_\_\_\_

**8. Type of Sale:**  
 Competitive Public Sale  Interfund Loan \_\_\_\_\_  
 Negotiated Sale  Loan Program \_\_\_\_\_  
 Informal Bid

**9. Date:**  
 Dated Date: 05/10/2019 Issue/Closing Date: 05/10/2019

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$ 1,160,000.00	5.0000 %		\$	%
2022	\$ 1,205,000.00	5.0000 %		\$	%
2023	\$ 1,265,000.00	5.0000 %		\$	%
2024	\$ 1,340,000.00	5.0000 %		\$	%
2025	\$ 1,355,000.00	5.0000 %		\$	%
2026	\$ 1,410,000.00	5.0000 %		\$	%
2027	\$ 1,480,000.00	5.0000 %		\$	%
2028	\$ 1,550,000.00	5.0000 %		\$	%
2029	\$ 1,625,000.00	5.0000 %		\$	%
2030	\$ 1,710,000.00	5.0000 %		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 48,000	Raymond James & Associates, Inc.
Legal Fees	\$	
Bond Counsel	\$ 35,000	Adams and Reese LLP
Issuer's Counsel	\$	
Trustee's Counsel	\$	
Bank Counsel	\$	
Disclosure Counsel	\$	
Paying Agent Fees	\$ 1,150	U.S. Bank National Association
Registrar Fees	\$	
Trustee Fees	\$	
Remarketing Agent Fees	\$	
Liquidity Fees	\$	
Rating Agency Fees	\$ 39,550	Moody's and Standard & Poors
Credit Enhancement Fees	\$	
Bank Closing Costs	\$	
Underwriter's Discount <u>0.20</u> %	\$	
Take Down	\$ 27,978	Hutchinson, Shockey, Erley & Co.
Management Fee	\$	
Risk Premium	\$	
Underwriter's Counsel	\$	
Other expenses	\$	
Printing and Advertising Fees	\$ 1,500	I-Deal Prospectus
Issuer/Administrator Program Fees	\$	
Real Estate Fees	\$	
Sponsorship/Referral Fee	\$	
Other Costs	\$ 10,457	Cusip; Public Finance Partners; Raymond James & Associat
<b>TOTAL COSTS</b>	<b>\$ 163,635</b>	

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (if different from #11)
Remarketing Agent		
Paying Agent / Registrar	\$400	U.S. Bank National Association
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

**13. Disclosure Document / Official Statement:**

None Prepared

EMMA link https://emma.msrb.org/ or

Copy attached

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due June 30

Name and title of person responsible for compliance Sidney H. Cox, City Recorder/CFO

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 11/15/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 05/10/2019 and presented at public meeting held on 06/04/2019

Copy to Director to OSLF: on 06/05/2019 either by:

Mail to: \_\_\_\_\_ OR  Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

505 Deadrick Street, Suite 1600  
James K. Polk State Office Building  
Nashville, TN 37243-1402

**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>John Clark</u>	<u>Cynthia M. Barnett, Esq.</u>
Title	<u>Mayor</u>	<u>Bond Counsel</u>
Firm	<u>City of Kingsport, Tennessee</u>	<u>Adams and Reese LLP</u>
Email	<u>JohnClark@kingsporttn.gov</u>	<u>cindy.barnett@arlaw.com</u>
Date	<u>05/10/2019</u>	<u>05/10/2019</u>

**\$14,100,000**

City of Kingsport, Tennessee  
General Obligation Refunding Bonds, Series 2019

**Debt Service Comparison**

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
06/30/2019	-	-	-	-	-
06/30/2020	569,875.00	1,438,593.76	2,008,468.76	2,037,020.75	28,551.99
06/30/2021	1,865,000.00	-	1,865,000.00	1,987,905.56	122,905.56
06/30/2022	1,852,000.00	-	1,852,000.00	1,977,599.40	125,599.40
06/30/2023	1,851,750.00	-	1,851,750.00	1,974,954.90	123,204.90
06/30/2024	1,863,500.00	-	1,863,500.00	1,984,577.40	121,077.40
06/30/2025	1,811,500.00	-	1,811,500.00	1,932,184.80	120,684.80
06/30/2026	1,798,750.00	-	1,798,750.00	1,923,482.38	124,732.38
06/30/2027	1,798,250.00	-	1,798,250.00	1,921,883.26	123,633.26
06/30/2028	1,794,250.00	-	1,794,250.00	1,916,950.82	122,700.82
06/30/2029	1,791,750.00	-	1,791,750.00	1,917,152.76	125,402.76
06/30/2030	1,795,500.00	-	1,795,500.00	1,919,898.80	124,398.80
<b>Total</b>	<b>\$18,792,125.00</b>	<b>\$1,438,593.76</b>	<b>\$20,230,718.76</b>	<b>\$21,493,610.83</b>	<b>\$1,262,892.07</b>

**PV Analysis Summary (Net to Net)**

Gross PV Debt Service Savings	2,979,174.49
Effects of changes in Expenses	(1,750,570.48)
Net PV Cashflow Savings @ 1.815%(Bond Yield)	1,128,604.02
Contingency or Rounding Amount	2,640.23
Net Present Value Benefit	\$1,131,244.25
Net PV Benefit / \$16,105,000 Refunded Principal	7.024%
Net PV Benefit / \$14,100,000 Refunding Principal	8.023%

**Refunding Bond Information**

Refunding Dated Date	5/10/2019
Refunding Delivery Date	5/10/2019

**\$14,100,000**

City of Kingsport, Tennessee  
General Obligation Refunding Bonds, Series 2019

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
03/01/2020	-	-	569,875.00	569,875.00
03/01/2021	1,160,000.00	5.000%	705,000.00	1,865,000.00
03/01/2022	1,205,000.00	5.000%	647,000.00	1,852,000.00
03/01/2023	1,265,000.00	5.000%	586,750.00	1,851,750.00
03/01/2024	1,340,000.00	5.000%	523,500.00	1,863,500.00
03/01/2025	1,355,000.00	5.000%	458,500.00	1,811,500.00
03/01/2026	1,410,000.00	5.000%	388,750.00	1,798,750.00
03/01/2027	1,480,000.00	5.000%	318,250.00	1,798,250.00
03/01/2028	1,550,000.00	5.000%	244,250.00	1,794,250.00
03/01/2029	1,625,000.00	5.000%	168,750.00	1,793,750.00
03/01/2030	1,710,000.00	5.000%	85,500.00	1,795,500.00
<b>Total</b>	<b>\$14,100,000.00</b>		<b>\$4,692,125.00</b>	<b>\$18,792,125.00</b>

**Yield Statistics**

Bond Year Dollars	\$93,842.50
Average Life	6.655 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	2.0731115%
True Interest Cost (TIC)	1.8432221%
Bond Yield for Arbitrage Purposes	1.8147153%
All Inclusive Cost (AIC)	1.9805008%
<b>IRS Form 8038</b>	
Net Interest Cost	1.6633864%
Weighted Average Maturity	5.831 Years