



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, April 17, 2017, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief

Craig Dye, Fire Chief
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Marketing Update – Heather Cook
4. Sales Tax, Wellness Clinic, Safety and Projects Status – Jeff Fleming
5. Review of Items on April 18, 2017 Business Meeting Agenda
6. Adjourn

Next Work Session, May 1, 2017: Key Budget Messages and Review of Current 5-Year CIP, Project Status

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.

BMA Report, April 17, 2017

Financial Comments, Judy Smith



This information not made available to the City until around the 14th of each month. This will be updated when report is received.

Kingsport Employee Wellness, Terri Evans

	01/01/2017 – 03/31/2017	04/01/2017 – 04/08/2017
Total Utilization	84.5%	92.4%
City – Active Employees	46.5%	56.2%
City – Dependents	30.2%	26.7%
City – Retirees	2.7%	2.9%
Extended-Patient Services/Other	0	0
Work Comp	.2%	.9%
No Show	4.9%	5.7%

Worker's Compensation, Terri Evans

For the month of March 2017, the city did not have claims that involved lost time.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	7/1/2017	Electricians are installing lights and continue to pull wire.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary Design underway.
\$6,616,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	2/1/2018	Tunnel under Lynn Garden complete. Grouting line in place.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	12/31/2017	Pre-development meeting held 3/27. Comments to designers.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Received 100% design plans 3/30/17
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary ROW plans received 3/24/2017 and are under staff review.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/28/2017	Tile floor at restaurant entrance scheduled for Mon. & Tues. 4/17 & 18.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/WA1404	11/15/2017	Contracts are being prepared.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contractor working on Green Hills Drive and Wilmont Drive
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	7/3/2017	Railroad bore complete. Connecting customers on Pond Springs Road and Anco Drive.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Survey and Environmental document work underway by consultant.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/WA1703/S T1708	7/15/2017	Window glazing complete. Tape & floating sheetrock walls continues.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Anticipate plans ready this summer.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	60% plans review meeting held 3/10/17. Design should be complete by the end of April.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	Brick seatwalls and columns at corner plazas continue. Fountain rough-in underway.
\$977,566.00	Ronnie Hammonds	Elsa, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	9/29/2017	TDOT concurrence on 3/29/17 to award low bid. Contract to BMA for approval 2nd meeting in April.
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Consultant Evaluation Committee has selected primary and secondary consultant and will be negotiating a finalized scope and fee.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Meeting with property owners has begun.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	Preconstruction meeting was held on 4/6/17. Construction is expected to start in June.
\$789,100.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Testing & grouting on Industry Drive. Will be finishing up line cleaning next week.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Contract extension request approved by TDOT. Contract amendment forthcoming to BMA (expected May 2).
\$682,570.00	Michael Thompson	Thompson, Michael	Riverport Road Stabilization	GP1720, GP1723		Bays Mtn. Rd. Stabilization complete except hydro-seeding. Work continues on Riverport Rd.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	Executing agreement with Barge Waggoner Sumner & Cannon for master planning services.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	The waterline on Mitchell Road and Pickens Road is in the testing stage. Sanitary Sewer work will begin soon on Rock Springs Road.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/6/2017	Current work is culvert/drainage work and road subgrade rebuild.
\$522,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	Presenting for BMA approval at April 17/18 meeting.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	TDOT has requested obligation of construction funds from FHWA. Expect NTP with Construction week of 4/10/17.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/27/2019	Design modifications and easement drawings being made by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$287,000.00	City Schools	Clabaugh, Hank	Dobyns-Bennett Parking Lot Improvements (Park St/Center St)			Bids will be opened on April 19th, 2017.
\$250,000.00	Chad Austin		Border Region Area 3 Water Upgrades		2/17/2020	Design to start 1/1/19. Will be included with sewer upgrades to Border Regions Area.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Working on right-of-way and utility certifications thru TDOT.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park Improvements	GP1629	9/15/2017	Advertising 4/16 for 5/10 Bid Opening.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	Pulling new data cables.
\$175,000.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	Bid is over budget. Examining funding options.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$120,000.00	Bloomingtondale Utility District	Chad Austin	Rolling Dr Annexation - Waterline Upgrade	GP1721	4/15/2017	Project is substantially complete
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	Property transfer has been completed and project is scheduled to advertise for bids on 4/23/2017.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	Project is expected to be advertised for bids in June 2017.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		6/30/2017	Obtained Right-of-Entry from property owner. Work anticipated to begin by the first week of May.
\$49,000.00	Kitty Frazier	Mason, David	Shade Structures at Brickyard Park	VEP Funds		Preparing an agreement to proceed with 6 shade structures.
\$39,823.00	Streets and Sanitation	Clabaugh, Hank	Tranbarger/Colfax Sidewalk Extension		5/30/2017	Preconstruction conference will be held during the week of April 17th.
		Elsea, Tim	Sullivan Street & Clay Street Signal		10/13/2017	Finalizing plans and right of way documents.
	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Project ready for TDEC submittal.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	The designer is completing final design to submit to the regulatory agency (TDEC) for review and approval.

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\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Survey and Environmental document work underway by consultant.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, April 18, 2017, 7:00 p.m.

City Hall, 225 W. Center St., Courtroom, 2nd Floor

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

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

I. CALL TO ORDER

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

II.B. INVOCATION – Pastor Adam Love, Kingsley United Methodist Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Proclamation - Holston Medical Group Celebrating 40 Years (Mayor Clark)
2. Proclamation – Carpenter's Helping Ministry Celebrating 30 Years (Vice Mayor McIntire)

IV.B APPOINTMENTS

1. Appointments to the Board of Zoning Appeals (AF: 80-2017) (Mayor Clark)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – April 3, 2017
2. Business Meeting – April 4, 2017

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing for Annexation Annual Plan of Services Report (AF:72-2017) (Nathan Woods)
 - Public Hearing

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. Amend the FY 2017 General Purpose School Fund and General Project Fund Budgets (AF: 93-2017) (David Frye)
 - Ordinance – First Reading
2. Amending MPO15D and Award of Bid for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements to Summers-Taylor, Inc. (AF: 84-2017) (Ryan McReynolds)
 - Ordinance – First Reading
 - Resolution

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Annex/Adopt Plan of Service for the Seaver Road Annexation and Amend Zoning (AF: 71-2017) (Jessica Harmon)
 - Ordinance – **Second Reading and Final Adoption**
2. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds (AF: 66-2017) (Chris McCartt)
 - Ordinance – **Second Reading and Final Adoption**
3. Appropriating Funds Received from Sullivan County (AF: 77-2017) (Dr. Ailshie, Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

4. Award Contract and Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 5 Project (AF: 52-2017) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**
5. Amend the Senior Advisory Council Funds/Senior Trips (AF: 79-2017) (Shirley Buchanan)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Approving Application and Contract with VDOT for Transit Planning (AF: 83-2017) (Bill Albright)
 - Resolution
2. Award Contract for Phase 1 Improvements at Borden Park Project (AF: 86-2017) (Chris McCartt)
 - Resolution
3. Awarding the Bid for the Purchase of One (1) Cab/Chassis with Grabber Loader (AF: 87-2017) (Ryan McReynolds)
 - Resolution
4. Approval of a Full Release of Lien to Von and Gloria Lewis (AF: 82-2017) (Mike Billingsley)
 - Resolution
5. Reject Bids for Life and Long Term Disability Insurance (AF: 90-2017) (George DeCroes)
 - Resolution
6. Supplement Request with Mattern & Craig, Inc. for the Indian Trail Drive Extension Project (AF: 88-2017) (Ryan McReynolds)
 - Resolution
7. TDOT Grant Contract Amendment One (Time Extension) for Stone Drive Multi-Modal Access Project Phase 1 (AF: 89-2017) (Ryan McReynolds)
 - Resolution
8. Execution of an Agreement with Frontier Health for Counseling Services for Kingsport City Schools (AF: 96-2017) (David Frye)
 - Resolution
9. Apply and Accept a Section 5307 Capital/Operating Grant from the U.S. Department of Transportation (AF: 81-2017) (Chris McCartt)
 - Resolution

10. Assignment of a Lease to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. (AF: 94-2017) (Mike Billingsley)

- Resolution

11. Amending Hazen and Sawyer Professional Service Agreement for Design of Water Treatment Plant Chemical Feed Facilities (AF: 95-2017) (Ryan McReynolds)

- Resolution

VII. CONSENT AGENDA

1. Approving Offers, Approving Tennessee Department of Transportation's Agreements of Sale (AF: 92-2017) (Ryan McReynolds)

- Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, April 3, 2017, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

(arrived after roll call)

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **LIBRARY – CHILDREN’S AREA REMODEL UPDATE.** Library Manager Helen Whitaker gave a presentation on this item.
4. **QUARTERLY FINANCIALS AND PROJECTS STATUS.** City Manager Fleming gave an update on this item and answered questions from the board.
5. **REVIEW OF AGENDA ITEMS ON THE APRIL 4, 2017 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.A.1 Public Hearing to Annex/Adopt Plan of Service for the Seaver Road Annexation and Amend Zoning (AF: 71-2017) City Planner Jessica Harmon presented this item, noting this annexation would facilitate future development in this area. She pointed out that water service was available but sewer would need to be added.

VI.B.2 Appropriate Funds Received from Sullivan County (AF: 77-2017) City Manager Fleming noted the change was due to the increase in enrollment. Some discussion followed.

VI.B.3 Award Contract and Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase 5 Project (AF: 52-2017) City Manager Fleming commented this was the last one in regards to the annexations.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Tuesday, March 6, 2017**

6. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:21 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, April 4, 2017, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding
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Alderman Darrell Duncan
Alderman Colette George

Alderman Tommy Olterman
Alderman Tom C. Parham
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City Administration

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

- I. CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Kingsport Housing and Redevelopment Authority representatives.
- II.B. INVOCATION:** Pastor Randall Wright, St. Matthew United Methodist Church.
- III. ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. RECOGNITIONS AND PRESENTATIONS.**
 - 1. Jack VandeVate, Kingsport Housing and Redevelopment Authority (Alderman Segelhorst).
- IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.
- V. APPROVAL OF MINUTES.**

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

- A. March 21, 2017 Regular Work Session
- B. March 21, 2017 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

- 1. **Public Hearing to Annex/Adopt Plan of Service for the Seaver Road Annexation and Amend Zoning (AF: 71-2017) (Jessica Harmon).**

PUBLIC COMMENT ON ITEM VI.A.1. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 4, 2017**

Motion/Second: McIntire/George, to pass:

Resolution No. 2017-175, A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE SEAVER RD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

Motion/Second: McIntire/Segelhorst, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON SEAVER ROAD FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, LOW DENSITY RESIDENTIAL DISTRICT IN THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2017-176, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE SEAVER ROAD ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

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. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds (AF: 66-2017) (Chris McCartt).

Motion/Second: George/Segelhorst, to pass:

Resolution No. 2017-177, A RESOLUTION ACCEPTING A DONATION FROM THE FRIENDS OF THE KINGSPORT LIBRARY FOR THE PURCHASE OF COMMISSIONED ARTWORK FOR THE CHILDREN'S AREA AT THE KINGSPORT PUBLIC LIBRARY

Passed: All present voting "aye."

Motion/Second: Segelhorst/Parham, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE LIBRARY CHILDREN'S ARTWORK PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 4, 2017**

EFFECTIVE DATE OF THIS ORDINANCE

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

2. Appropriate Funds Received from Sullivan County
(AF: 77-2017) (Dr. Ailshie, Jeff Fleming).

Motion/Second: McIntire/Duncan, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS RECEIVED FROM SULLIVAN COUNTY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Award Contract and Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase 5 Project
(AF: 52-2017) (Ryan McReynolds).

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2017-178, A RESOLUTION AWARDING THE BID FOR SANITARY SEWER FACILITIES AND WATERLINE UPGRADES – COLONIAL HEIGHTS PHASE V PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

Motion/Second: Parham/George, to pass:

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO THE COLONIAL HEIGHTS PHASE V PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend the Senior Advisory Council Funds/Senior Trips
(AF: 79-2017) (Shirley Buchanan).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM SENIOR CITIZENS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Materials Agreement with Danny Karst Related to Edinburgh Phase 10 Development and Appropriate the Funds (AF: 59-2017) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 4, 2017**

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6655, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 10 MATERIALS AGREEMENT PROJECTS (WA1786 AND SW1786); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amendments to City Code Sections Pertaining to Seat Belt and Child Passenger Restraint Use (AF: 65-2017) (David Quillin).

Motion/Second: Parham/Segelhorst, to pass:

ORDINANCE NO. 6656, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 98-406 RELATING TO USE OF SAFETY BELTS IN PASSENGER VEHICLES; SECTION 98-407 RELATING TO PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; SECTION 98-408 RELATING TO CHILD PASSENGER RESTRAINT SYSTEMS; SECTION 98-409 RELATING TO PENALTIES FOR VIOLATION OF CHILD PASSENGER RESTRAINT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Appropriate Funding and Apply and Accept a Capital Grant Amendment from the U.S. Department of Transportation (AF: 51-2017) (Chris McCartt).

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 6657, AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT PROJECT FUND AND GENERAL FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Approve the Area Agency on Aging and Disability Grant for FY17-18 (AF: 64-2017) (Shirley Buchanan).

Motion/Second: Duncan/Parham, to pass:

Resolution No. 2017-179, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2017-2018

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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2. Bid Award for Landscape Maintenance Services (AF: 73-2017)
(Chris McCartt)

Motion/Second: Parham/George, to pass:

Resolution No. 2017-180, A RESOLUTION AWARDING THE BID FOR LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS LOCATIONS IN KINGSPORT TO PROMIER LANDSCAPES, INC.

Passed: All present voting "aye."

3. Signal Maintenance Agreement with the Tennessee Department of Transportation (TDOT) for Modifications to Existing Signals (School Zone Flashers) (AF: 76-2017) (Ryan McReynolds).

Motion/Second: Segelhorst/Duncan, to pass:

Resolution No. 2017-181, A RESOLUTION APPROVING SIGNAL MAINTENANCE AGREEMENTS WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION 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."

4. Authorize Community Grant Application from Walmart (AF: 78-2017) (Craig Dye, Barry Brickey).

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2017-182, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A COMMUNITY GRANT FROM WALMART

Passed: All present voting "aye."

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

Motion/Second: McIntire/Olterman, to adopt:

1. Approval of Easements and Rights-of-Way (AF: 75-2017)
(Ryan McReynolds).

Approve:

OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE CAMP BAYS MOUNTAIN ANNEXATION PROJECT

Passed: All present voting "aye."

2. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 74-2017) (Jim Demming).

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Approve:

APPROVE ISSUANCE OF CERTIFICATES OF COMPLIANCE FOR RETAIL FOOD
STORES TO SELL WINE

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

- A. **CITY MANAGER.** Mr. Fleming provided information on the property tax appraisal process.
- B. **MAYOR AND BOARD MEMBERS.** Alderman Olterman commented on the one-on-one meetings with staff and expressed his appreciation for their actions. He also mentioned the Dobyns Bennett choral department's recent performance at Carnegie Hall. Alderman George mentioned the Girls Inc. fundraiser on April 28. She also stated that retail numbers are not where they should be and invited everyone to come out and participate in the first Sip-n-Stroll of the year downtown this Thursday. Vice-Mayor McIntire wished everyone a Happy Easter and encouraged everyone to enjoy spring and get outside. Alderman Duncan stated his tie was signed by friends at the Farmers Market, noting it opened on Saturday. He also mentioned paving season would begin soon, with four times more streets on the schedule. Alderman Segelhorst recognized again the service of Jack VandeVate and his 27 years on the board of KHRA. He also stated last week was CPR week and this week is clean up week. Lastly, Mr. Segelhorst recognized the BMA candidates in attendance. Alderman Parham encouraged folks to get out and exercise, noting the greenbelt is a different world. He also mentioned the closing on the new animal shelter property. Mayor Clark thanked the Fire Department for saving Bays Mountain. He also commented on the Library improvement review at the work session yesterday, noting the investments planned will take it to the next level. He commented on the ONEKingsport movement and the improved quality of life for citizens, noting a small town feel with big city opportunities. Lastly, the mayor mentioned the progress report insert in the Wednesday paper, stating he hopes the next board continues to make the same progress.

- C. **VISITORS.** None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Appointments to the Board of Zoning Appeals

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

Action Form No.: AF-80-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Ken Weems
 Presentation By: Mayor Clark

Recommendation:

Approve reappointment and appointment.

Executive Summary:

It is recommended for appointments to the Board of Zoning Appeals that Mr. Ashok Gala be reappointed for a second term and Ms. Anita Campbell be appointed in place of Mr. Rob Winstead, who is stepping down after serving 12 years. If approved by the Board of Mayor and Aldermen, their terms will begin May 1, 2017 and will expire December 31, 2019.

Anita Marie Campbell

A city of Kingsport resident since 2010 after a short stint in both Hawkins and Washington Counties. Moved here from Nashville to pursue a career with HealthFitness Corporation at Eastman Chemical. The move was inspired by a single girl's good feeling whom did not know anyone in the area. Since the adventure began I have become a wife, step mother, and State of Tennessee employee via Northeast State Community College- Kingsport Academic Village campus, RCAM. An avid lover of our town's greatest amenities downtown Kingsport and the many outdoor attractions that quickly remove one from the city.

I appreciate your consideration to fill the open position on the Kingsport Board of Zoning Appeals.

Kind regards,
 Anita Campbell

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



AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-72-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: N. Woods
 Presentation By: N. Woods

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for April 2017.

Colonial Heights Area & Part A – Ordinance 6238 - Annual Update
 Colonial Heights Area & Part B – Ordinance 6240 - Annual Update
 Camp Bays Mountain – Resolution No. 2017-024 – Six Month Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published April 2, 2017.

Attachments:

1. Notice of Public Hearing
2. Annual Plan of Services Report
3. Map
4. Plan of Services Spreadsheet

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

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT— APRIL, on the following annexation areas at its April 18, 2017 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Colonial Heights Area 7, Part A, Ord. No. 6238

Effective Date: 9/21/12

POS, deadline: Water, Sewer & Street Lighting, 09/21/2017

Annexation Area: Colonial Heights Area 7, Part B, Ord. No. 6240

Effective Date: 9/21/12

POS, deadline: Water, Sewer & Street Lighting, 09/21/2017

Annexation Area: Camp Bays Mountain, Resolution No. 2017-024

Effective Date: 10/07/2016

POS, deadline: 6 month update. Water, Sewer & Lighting, 10/21/2021

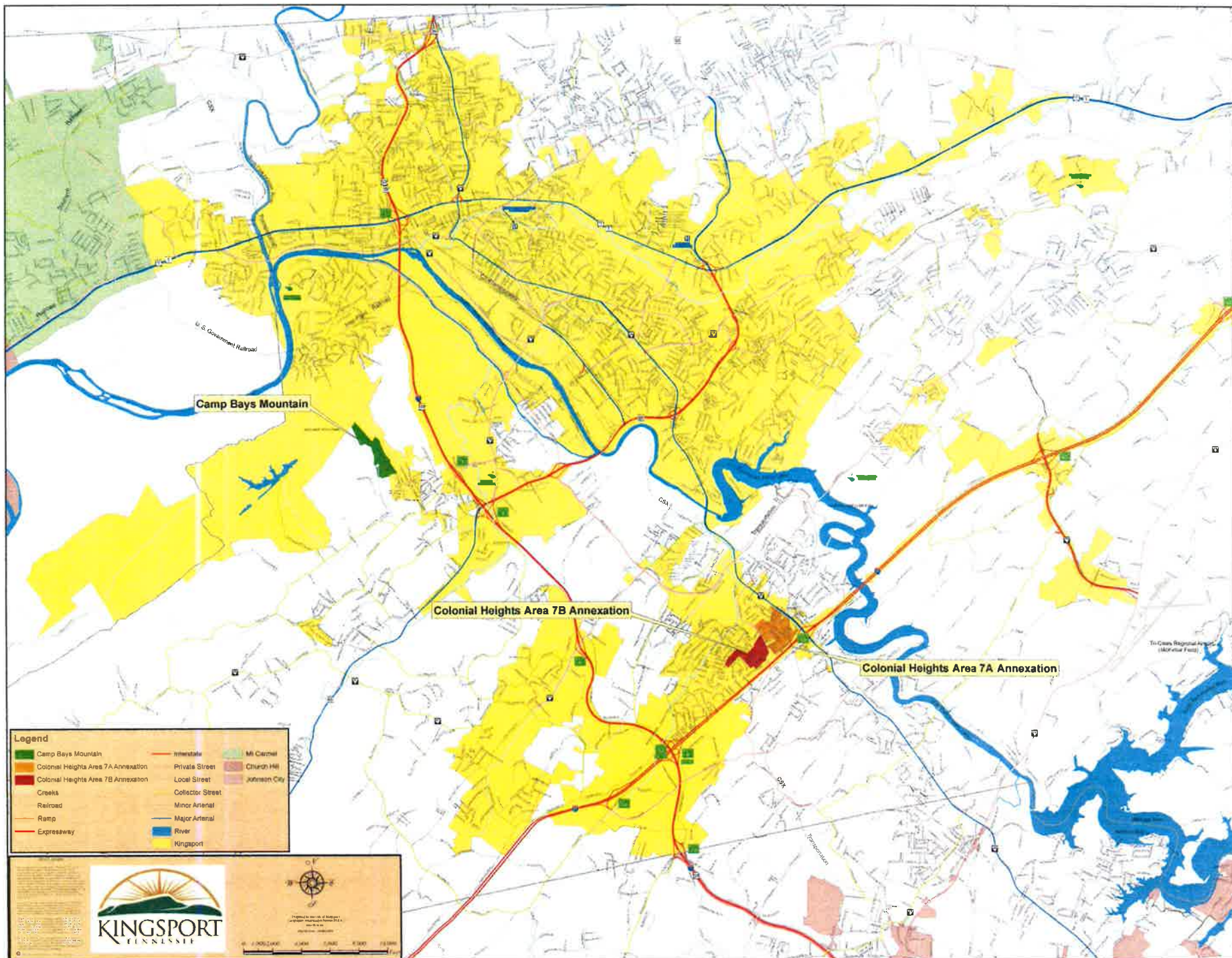
City of Kingsport

Angie Marshall, City Clerk.

P1T: 04/02/2017

**APRIL 2017 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 6238 & 6240 AND RESOLUTION NUMBER: 2017-024**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Colonial Heights Area 7 Part A Ordinance No. 6238	09/21/2012	Water Service Sewer Service Street Lighting	09/15/2017 09/15/217	Under Construction Under Construction Completed
Colonial Heights Area 7 Part B Ordinance No. 6240	09/21/2012	Water Service Sewer Service Street Lighting	09/15/2017 09/15/217	Under Construction Under Construction Completed
Camp Bays Mountain Resolution No. 2017-024	10/07/2016	Water Service Sewer Service Street Lighting	05/31/2017 05/31/2017	In Design In Design Completed



2017 / ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR APRIL 2017

Pursuant to TCA 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

All items in yellow are up for their annual update

ANNEXATION PROJECT and LOCATION	ORD/RES No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	STREET LIGHTING
2008 Annexations					
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs
2011 Annexation					
11-301-00017 Colonial Heights Area 6 Part A	6147	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
11-301-00014 Colonial Heights Area 6 Part B	6149	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
11-301-00015 Colonial Heights Area 6 Part C	6151	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
11-301-00016 Colonial Heights Area 6 Part D	6153	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
2012 Annexations					
11-301-00005 Kendrick Creek Part B	6166	February 24, 2012	February 24, 2017 Design in Progress	February 24, 2017 Design in Progress	Completed
11-301-00019 Border Regions Area 1	6169	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00020 Border Regions Area 2	6171	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00021 Border Regions Area 3	6173	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00022 Old Mill	6176	Completed	Completed	Completed	Completed
11-301-00024 Cleek Road Part 2	6188	Completed	Completed	Completed	Completed
12-301-00002 Eastern Star Road Part 2	6190	Completed	Completed	Completed	JCPB Completed AEP Requested
12-301-00001 Kingsport South	6192	Apr 20, 2012	under contract March 2017 est completion	Completed	Completed
12-301-00004 Emory Church	6202	July 6, 2012	Completed	Completed	Completed
12-301-00003 Grandview	6204	July 6, 2012	Completed	Completed	Completed



AGENDA ACTION FORM

Amend the FY 2017 General Purpose School Fund and General Project Fund Budgets

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

Action Form No.: AF-93-2017
 Work Session: April 17, 2017
 First Reading: April 18, 2017

Final Adoption: May 2, 2017
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2017 budget amendment number five at their meeting on April 4, 2016. This amendment increases the General Purpose School Fund budget by \$102,000. The estimated revenue for Current Year Property Taxes will be increased by \$102,000 and the appropriation for Fund Transfers will be increased \$102,000. This will fund the local portion of a \$400,000 project to increase wireless internet access in the lower elementary grades. The General Project fund will be amended by establishing a project for Elementary Wireless Upgrade in the amount of \$400,000. \$102,000 will come from a transfer from the General Purpose School Fund budget and \$298,000 will come from E-Rate funds. The General Project Fund budget will also be amended by increasing the budget for the Lincoln Roof Project by \$31,088. These funds were previously transferred from the General Purpose School Fund.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five – FY 2017

Funding source appropriate and funds are available: 

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL
PURPOSE SCHOOL FUND AND GENERAL PROJECT
FUND BUDGETS; 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 Five to increase the estimated revenue for Current Year Property Taxes by \$102,000. The expenditure budget will be changed by increasing the appropriation for Fund Transfers by \$102,000. The General Project Fund Budget will be amended by increasing the estimated revenue for the Elementary Wireless Project (GP1738) – E-Rate funds by \$298,000 and Transfers from the General Purpose School Fund by \$102,000 and by increasing the appropriation for Equipment by \$400,000. In addition the General Project Fund will be amended by increasing the estimated revenue for the School Improvements project (Lincoln Roof) (GP1513) – Transfers from School Fund and by increasing appropriation for Construction Contracts by \$31,088.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 141: School Fund</u>			
<u>Revenues:</u>	\$	\$	\$
141-0000-339-0110 Current Year Property Taxes	18,200,000	102,000	18,302,000
<i>Totals:</i>	18,200,000	102,000	18,302,000

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
141-7950-811-0590 Fund Transfers	45,648,636	102,000	45,750,636
<i>Totals:</i>	45,648,636	102,000	45,750,636

<u>Fund 311: General Project Fund</u>			
<u>School Improvements(GP1513)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	125,000	31,088	156,088
<i>Total:</i>	125,000	31,088	156,088

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,425,500	31,088	1,456,588
<i>Total:</i>	1,425,500	31,088	1,456,588

Elementary Wireless Upgrades (GP1738)

Revenues:

	\$	\$	\$
311-0000-331-5600 E-Rates Funds	0	298,000	298,000
311-0000-391-2100 Transfers from School Fund	0	102,000	102,000
Total:	0	400,000	400,000

Expenditures:

	\$	\$	\$
311-0000-601-9004 Equipment	0	400,000	400,000
Total:	0	400,000	400,000

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:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

April 4, 2017

**KINGSPORT CITY SCHOOLS
FISCAL YEAR 2016-2017
BUDGET AMENDMENT NUMBER FIVE**

Kingsport City Schools has been using E-rate funding for several years. In the past and currently these funds have been to help offset our phone and internet monthly fees. With the recent changes to E-rate we now have access to “category two” funds. Category two is for equipment. The formula for category two is \$150 per student, to be spent over a five year period. E-rate funds 80% of this total and the other 20% must come from local funds. Based on a KCS enrollment of 7,171, the total is \$1,075,650. E-rate would fund \$860,520 and \$215,130 would need to come from local funds.

The project that we want to do initially is to provide greater wireless access to the lower elementary grades. The estimate for this project is \$400,000. The maximum the E-rate will fund is approximately \$298,000. This a little less than 75%. This is lower than the 80% because Palmer Center will require 100% local funding. E-rate doesn’t fund pre-k. Also, the estimated amounts for Adams and Roosevelt exceed the allocations for those schools. The total local funding is \$102,000.

We will account for the revenue and expenditures in a capital project, with \$102,000 coming from the General Purpose School Fund and the remainder from E-rate funds.

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: CURRENT YEAR PROPERTY TAXES

KCS will be receiving a large ADA adjustment in Current Year Property Taxes. We should exceed to current estimate by a few hundred thousand dollars. This is a source of revenue that can be used to fund the local portion of the proposed E-rate project.

It is recommended that the estimate for Current Year Property Taxes be increased by \$102,000.

ITEM TWO: FUND TRANSFERS

It is recommended that the appropriation for Fund Transfers be increased by \$102,000 and that these funds be transferred to the General Project Fund for Elementary Wireless Upgrades.

CAPITAL PROJECTS FUND

ITEM ONE: ELEMENTARY WIRELESS UPGRADES

A capital project will be established to account for the revenue and expenditures the Elementary Wireless Upgrades. The total budget for this project will be \$400,000, with funding coming

from a transfer from the General Purpose School Fund (\$102,000) and from E-rate funds (\$298,000). It is recommended that the estimated revenue for Transfers from the School Fund be increased by \$102,000 and that the estimated revenue for E-rate funds be increased by \$298,000. It is also recommended that the appropriation for Equipment be increased by \$400,000.

ITEM TWO: LINCOLN ROOF PROJECT

The FY 2016 budget amendment five appropriated funds for an insurance payment for damage to the Lincoln roof. The amount was \$31,088. The General Purpose School Fund budget was amended and the funds transferred to the capital project, but the budget in the General Project Fund was not amended. It is recommended that the estimated revenue for Transfers from the School Fund be increased by \$31,088 and the appropriation for Construction Contracts be increased by \$31,088.



AGENDA ACTION FORM

Amending MPO15D and Award of Bid for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements to Summers-Taylor, Inc.

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

Action Form No.: AF-84-2017
 Work Session: April 17, 2017
 First Reading: April 18, 2017

Final Adoption: May 2, 2017
 Staff Work By: M. Thompson, T. Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

On August 4, 2015 the BMA approved to reject all bids for sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive (AF-217-2015). The bidding process concerning interpretation of the Contractor's Licensing Act of 1994 and federal regulations compliance has been evaluated and clarified. The City's legal staff received clarification from the Attorney General all issues with the interpretation was resolved. Therefore the City's instructions to bidders were revised and this project was rebid.

Bids were opened March 14, 2017 for sidewalk improvements along SR-126 from the Holston River sluice northeast of Wilcox Court to Industry Drive. This project consists of a raised seven foot wide sidewalk on the bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic; surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures.

It is recommended to enter into an agreement with Summers-Taylor, Inc. in the amount of \$977,565.50 for this project. The actual cost for this project will be paid from Federal (80%), and State (20%). The budget ordinance increases these allocations based on the MTPO TIP (Transportation Improvement Program) amendment process.

Attachments:

1. Ordinance
2. Resolution
3. Bid Minutes

Funding source appropriate and funds are available: *df*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MPO PROJECT FUND
BUDGET FOR THE YEAR ENDING JUNE 30, 2017; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the MPO Project Fund budget be amended by appropriating \$280,000 received from the Federal Highway Administration and \$70,000 received from the Department of Transportation to the Wilcox Sidewalk Phase 5 project (MPO15D).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 122: MPO Fund			
<u>Wilcox Sidewalk Phase 5 (MPO15D)</u>			
<u>Revenues:</u>	\$	\$	\$
122-0000-332-9000 Dept. of Transportation	150,000	70,000	220,000
122-0000-337-5210 FHWA 80%	600,000	280,000	880,000
Totals:	750,000	350,000	1,100,000
<u>Expenditures:</u>	\$	\$	\$
122-0000-609-2010 Advertising & Publication	2,900	0	2,900
122-0000-609-2023 Arch/Eng/Landscaping	48,600	1,900	50,500
122-0000-609-9003 Improvements	698,500	348,100	1,046,600
Totals:	750,000	350,000	1,100,000

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:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE SR-126 WILCOX DRIVE SIDEWALK PHASE 5 IMPROVEMENT PROJECT TO SUMMERS-TAYLOR, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened March 14, 2017, for the SR-126 Wilcox Drive Sidewalk Phase 5 Improvement project, which runs from the Holston River sluice northeast of Wilcox Court to Industry Drive; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, 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 enter into a contract for the improvements consisting of a raised seven foot wide sidewalk on the Wilcox Drive bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic; surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures from Summers-Taylor, Inc. at an estimated construction cost of \$977,565.50; and

WHEREAS, funding is identified in MPO15D;

Now therefore,

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

SECTION I. That the bid for the SR-126 Wilcox Drive Sidewalk Phase 5 Improvement project, consisting of a raised seven foot wide sidewalk on the Wilcox Drive bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic; surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures at an estimated cost of \$977,565.50 is awarded to Summers-Taylor, Inc.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
March 14, 2017
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and
Tim Elsea, Traffic Engineer

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

S.R. 126 (WILCOX DRIVE) SIDEWALK FROM HOLSTON RIVER SLUICE TO INDUSTRY DR.	
Vendor:	Total Cost:
Summers Taylor	\$ 977,565.50
Thomas Construction	\$1,070,000.00

The submitted bids will be evaluated and a recommendation made at a later date.



AGENDA ACTION FORM

Annex/Adopt Plan of Service for the Seaver Road Annexation and Amend Zoning

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

Action Form No.: AF-71-2017
 Work Session: April 3, 2017
 First Reading: April 4, 2017

Final Adoption: April 18, 2017
 Staff Work By: J. Harmon
 Presentation By: J. Harmon

Recommendation:

- Hold public hearing
- ~~Approve resolution for the Seaver Road Annexation~~
- Approve ordinance amending the zoning ordinance for the Seaver Road annexation
- ~~Approve resolution adopting a plan of services for the annexation area~~

Executive Summary:

This is the owner-requested Seaver Road annexation of approximately 5.64 acres/3 parcels located off of Seaver Road. The current county zoning of the property is County R-1 (Low-Density Residential District). The proposed city zoning for the area is City R-1B (Single Family Residential District) The applicant is requesting annexation to take advantage of the full offering of City services and to allow for the construction of seven single family homes along the property. During their March 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published March 20, 2017.

Attachments:

1. Notice of Public Hearing
2. Annexation Resolution
3. Zoning Ordinance
4. POS Resolution
5. Staff Report
6. Map

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Public Hearing to Annex/Adopt Plan of Service for the Seaver Road Annexation and Amend Zoning

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

Action Form No.: AF-71-2017
 Work Session: April 3, 2017
 First Reading: April 4, 2017

Final Adoption: April 18, 2017
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3. Zoning Ordinance
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6. Map

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

NOTICE OF PUBLIC HEARING

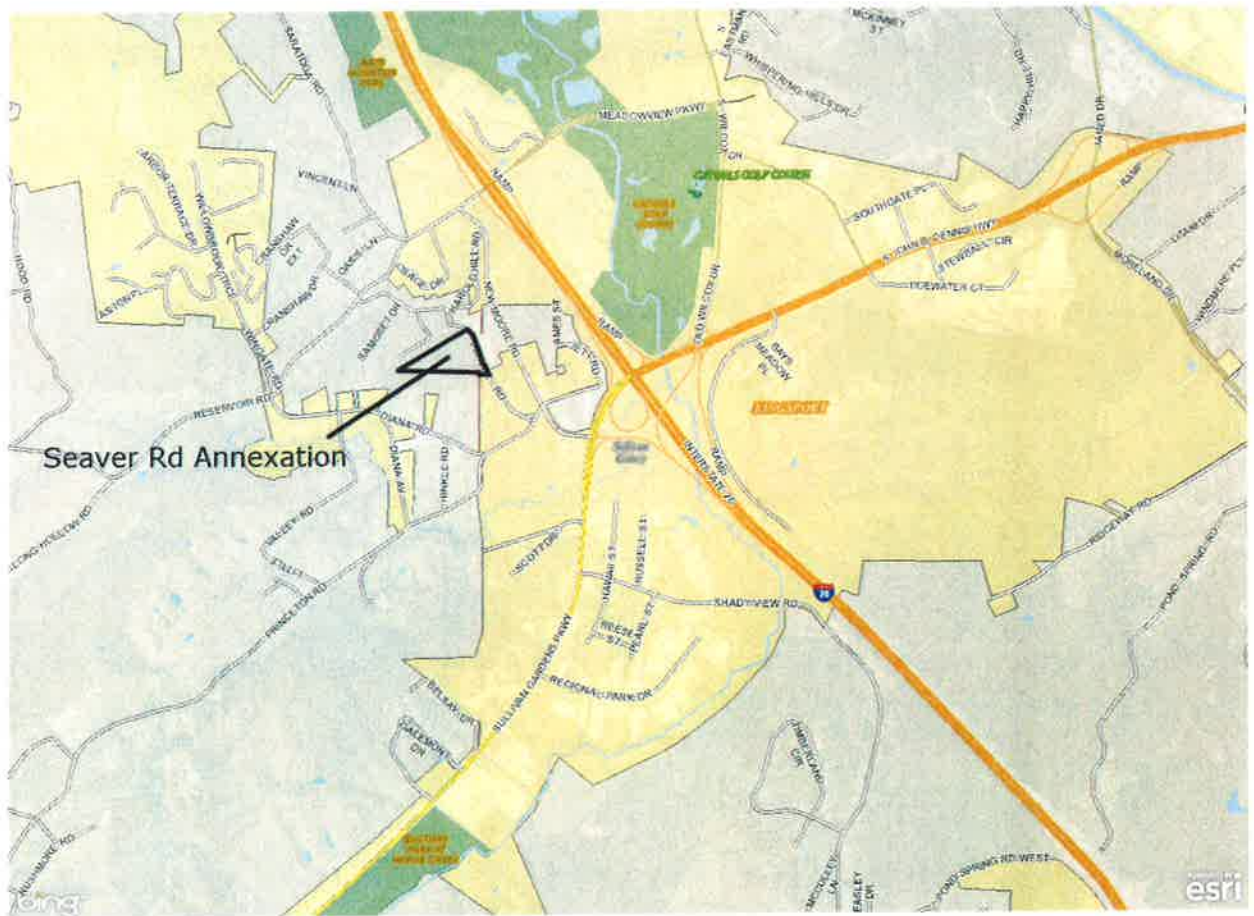
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, April 4, 2017, to consider the annexation, zoning, and plan of services for the Seaver Road annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeasterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map 75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
James H. Demming, City Recorder
P1T: 03/20/17



RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE SEAVER RD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 4th day of April 2017, and notice thereof published in the Kingsport Times-News on the 20th day of March 2017; and

WHEREAS, the board of mayor and adermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 4th day of April 2017, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is here-by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeasterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map

75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 4th day of April 2017.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON SEAVER ROAD FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, LOW DENSITY RESIDENTIAL DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located on Seaver Road from County R-3A, High Density Residential District to City R-1B, Single Family Residential District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeasterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map 75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
SEAVER RD ANNEXATION OF THE CITY OF KINGSPORT,
TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Seaver Rd annexation was submitted to the Kingsport Regional Planning Commission on March 16, 2017, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held April 4, 2017; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on March 20, 2017; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Seaver Rd Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeasterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map 75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Seaver Rd Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**Seaver Rd Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only four in the State of Tennessee. It currently operates 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport currently maintains a Class 2 insurance rating saving its residents the most possible on their insurance rates. The response time average is approximately 4 minutes, 53 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.

- C. The City of Kingsport Water Department currently operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department currently meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport currently operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff

also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

10. Zoning Services

- A. The area will be zoned R-1B (Single Family Residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
 - B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
 - C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.
-

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill

where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 4th day of April 2017.

ATTEST:

John Clark, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

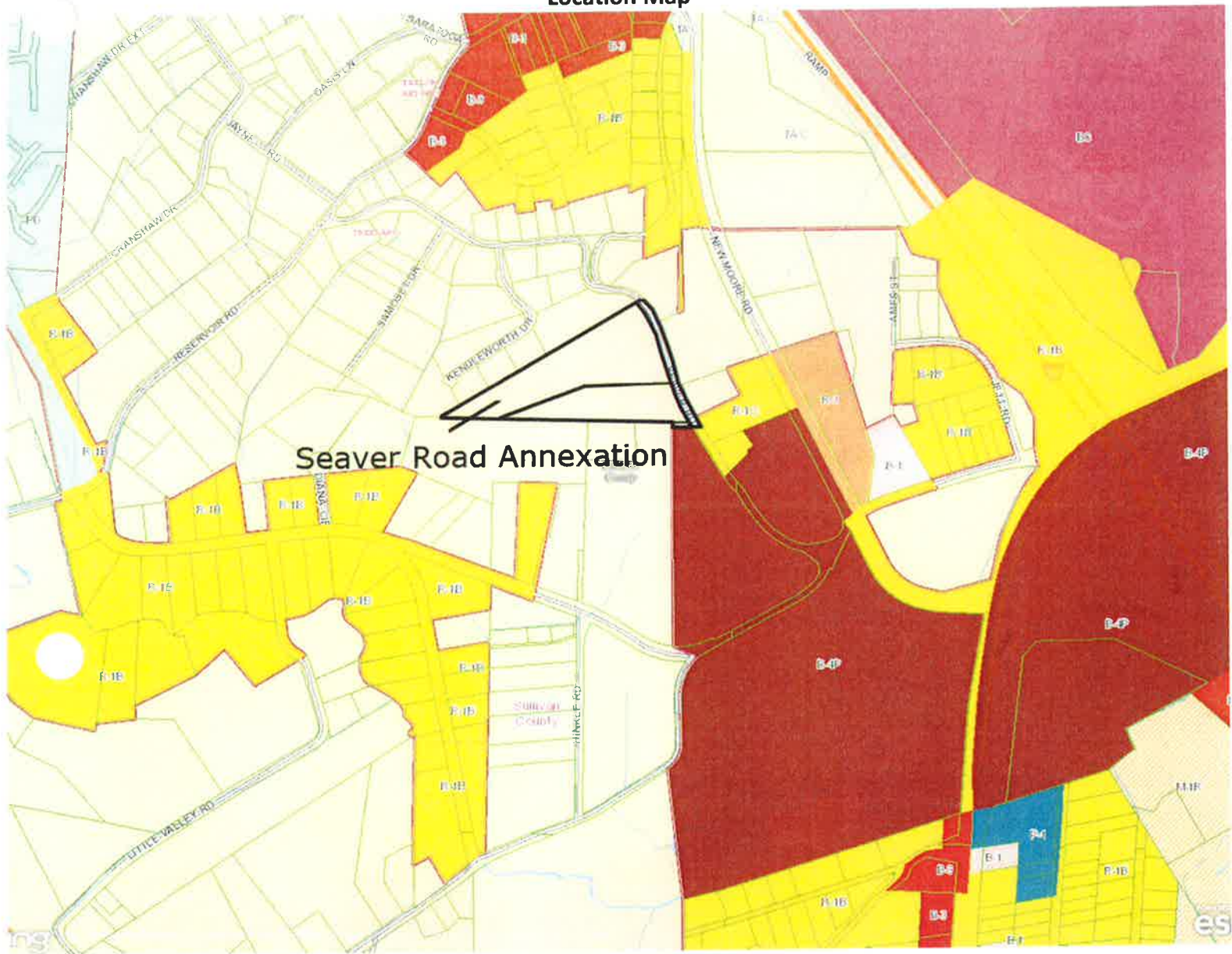
J. MICHAEL BILLINGSLEY, City Attorney

Kingsport Regional Planning Commission
Annexation Report

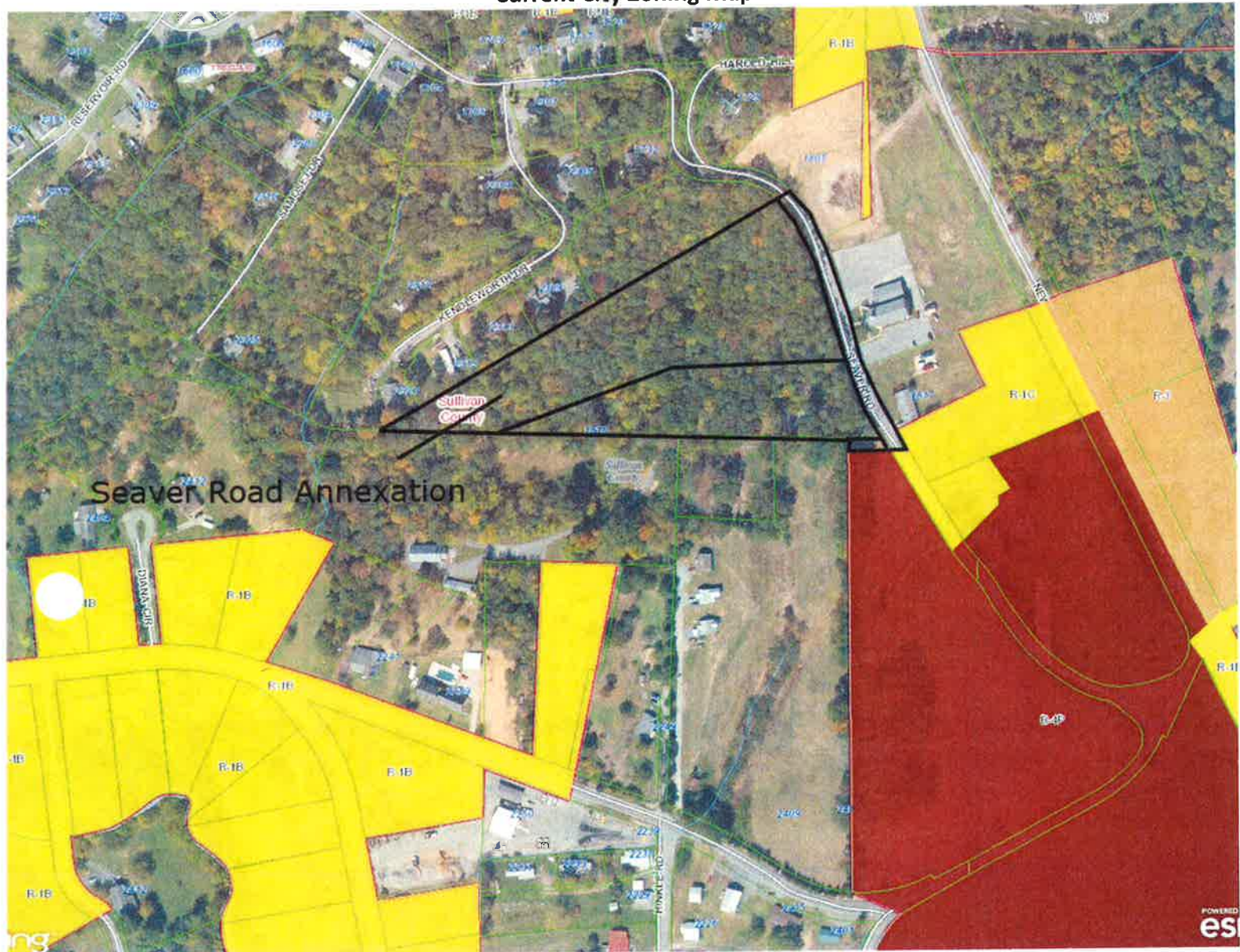
File Number 17-301-00001

Property Information	Seaver Road Annexation		
Address	n/a		
Tax Map, Group, Parcel	Tax Map 75M, Group A, Parcels 36, 36.15 & a portion of 37		
Civil District	13 th		
Overlay District	Gateway – not applicable to residential property		
Land Use Plan Designation	Single Family Residential		
Acres	5.64 +/-		
Existing Use	Vacant	Existing Zoning	County R-1
Proposed Use	Residential	Proposed Zoning	City R-1B
Owner Information		Owner Information	
Name: Kelly Payne Address: 701 Ridgefields Rd. City: Kingsport State: TN Zip Code: 37660 Email: klly_payne@yahoo.com Phone Number: (423) 967-8505		Name: Anthony Dingus Address: 383 Jim Brown Hollow City: Castlewood State: VA Zip Code: 24224 Email: tony54@jetbroadband.com Phone Number: (423) 416-1579	
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> • <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i> • <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by Kelly Payne and Anthony Dingus. Both property owners plan to sell their property to allow for a residential development of 7 single family homes. The prospective developer has requested City Services for his development. Currently, the property is zoned County R-1 and staff is proposing City R-1B. This annexation meets the criteria set forth by the City Annexation Policy. Utilities: City of Kingsport water and sewer service are currently available to be extended to the area.</p>			
Planner:	Jessica Harmon	Date:	March 6, 2017
Planning Commission Action		Meeting Date:	March 16, 2017
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

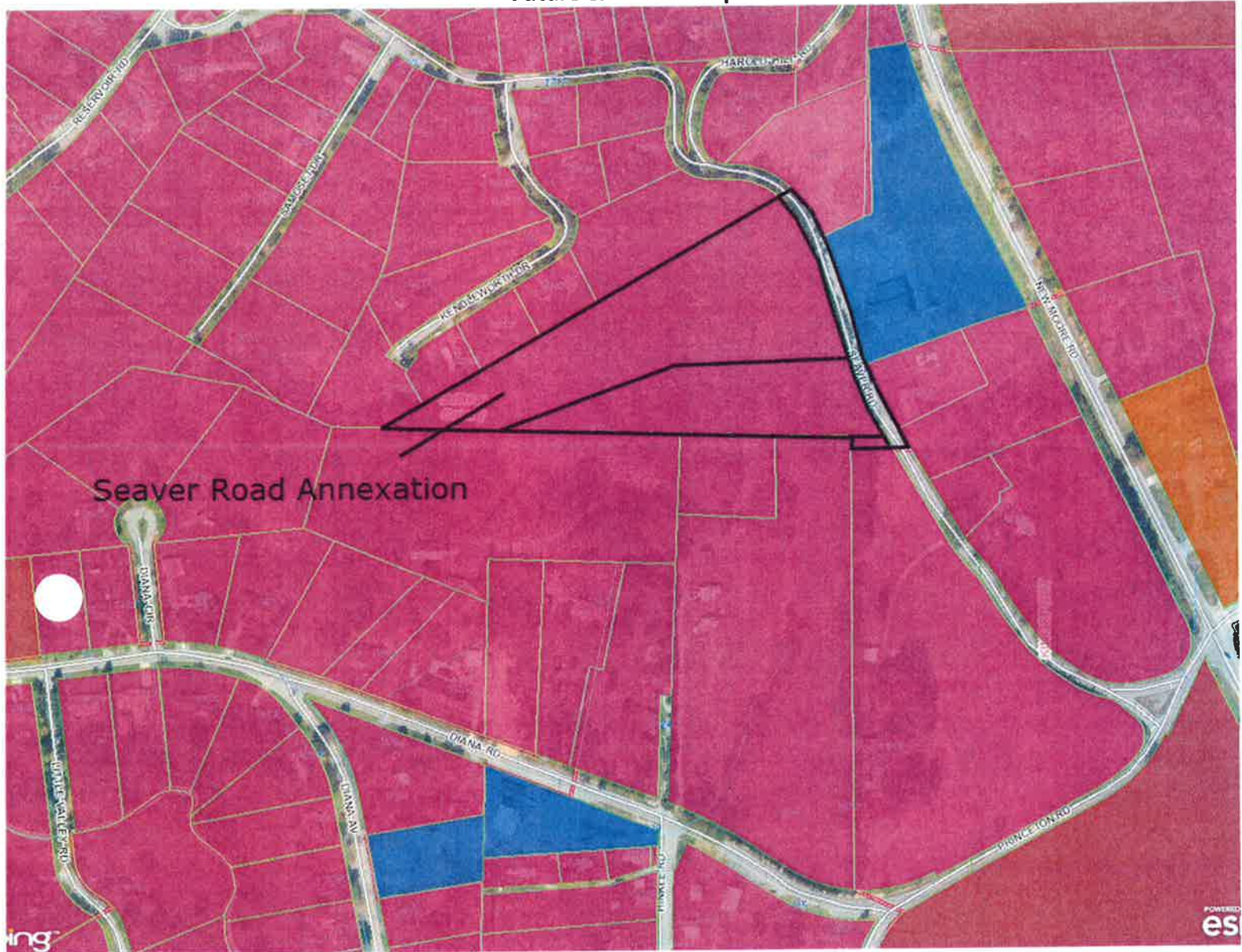
Location Map



Current City Zoning Map



Future Land Use Map



Cost

Seaver Road

Cost Estimate/ tax records as of March 2017

Revenues	One Time	Reoccurring (annual)
Property Taxes	X	\$7,245.00
State Shared	X	\$1,568.00
Sewer Tap/Water Meter	\$18,095.00	X
Water & Sewer Rev (loss) *	X	\$4,822.44
Total	\$18,095.00	\$13,635.44

Proposed Based on 7 New Structures
 \$2.07 city property taxes
 (7 houses proposed = \$200,000 value)
 \$112.00 x 14 residents
 7 new taps/meters proposed
 5,000 gallon/month avg

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	\$2,297.00	\$297.00
Traffic Controls	0.00	0.00
Streets & Sanitation	\$29.00	\$29.00
Subtotal	0.00	0.00
Capital Budget		
Water	\$3,500.00	0.00
Sewer	\$94,000.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
Grand Total	\$99,826.00	\$326.00

2 lights
 620 linear feet
 1 hydrant
 470 linear feet

Proximity Map



Existing Surrounding Land Uses

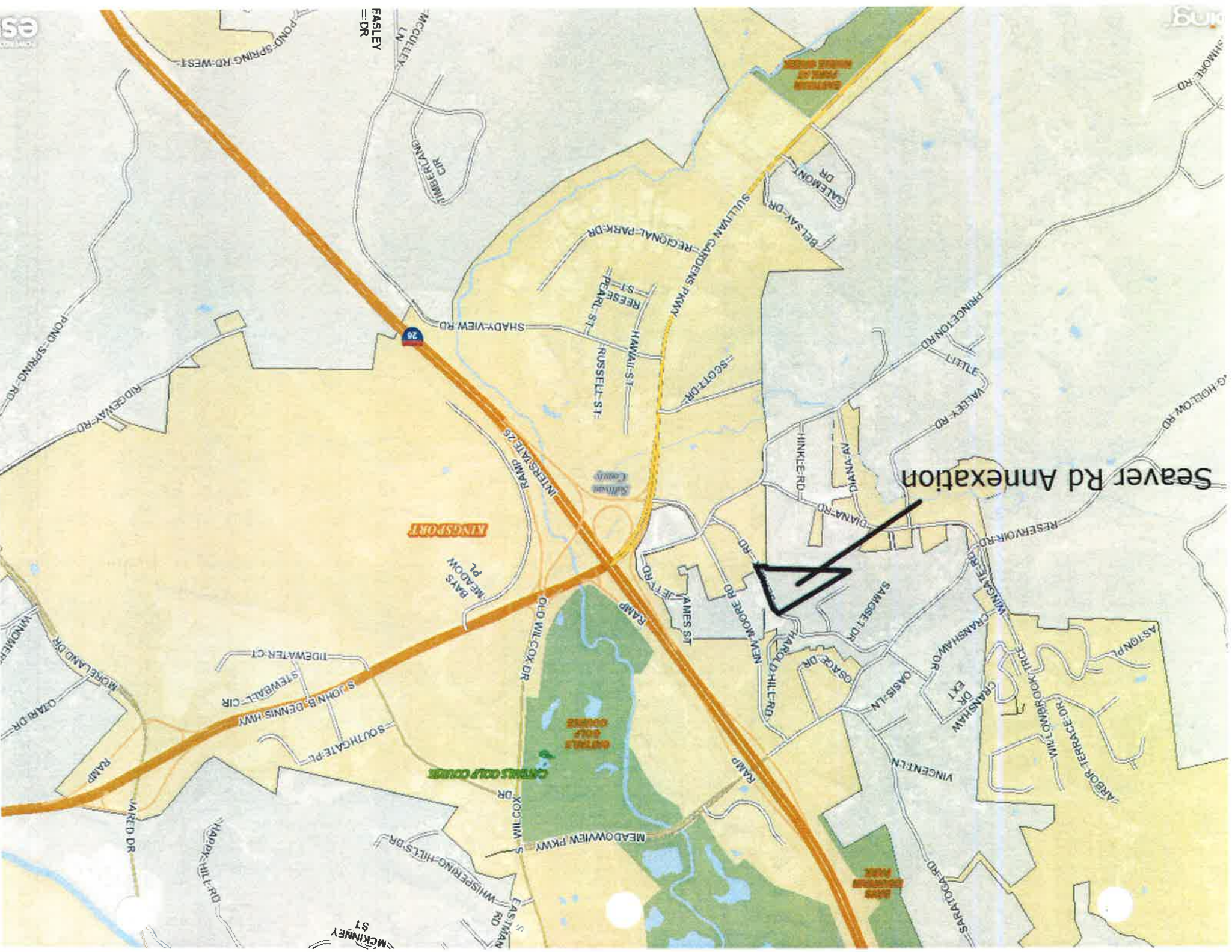
Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action
East	1	<u>Zone: County R-1</u> Use: Church	No prior action known
Southeast	2	<u>Zone: City R-1B</u> Use: Single Family Residential	Annexed 1999 Princeton Road Annexation
South	3	<u>Zone: County B-3</u> Use: Sull Co Hwy Dept	No prior action known
Northwest	4	<u>Zone: County R-1</u> Use: Single Family Residential	No prior action known



CONCLUSION

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Seaver Road Annexation based on the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*





AGENDA ACTION FORM

Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds

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

Action Form No.: AF-66-2017
Work Session: April 3, 2017
First Reading: April 4, 2017

Final Adoption: April 18, 2017
Staff Work By: Helen Whittaker
Presentation By: Chris McCart

Recommendation:

Approve the ~~Resolution~~ and Ordinance accepting the donation of 7,068.84.

Executive Summary:

The library is commissioning artwork for the remodeled children's area from Abingdon resident and world renowned fantasy artist and comic-book illustrator, Charles Vess. Mr. Vess has won the world fantasy award – best artist, twice.

The Friends of the Library made a donation to this project in 2016. This additional donation of \$7,068.84 by the Friends will be added to the funds donated to this project in 2016, bringing the total amount of donations in the special project account to \$13,928.84.

Special Project NC1706

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: je

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Oltman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds

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

Action Form No.: AF-66-2017
Work Session: April 3, 2017
First Reading: April 4, 2017

Final Adoption: April 18, 2017
Staff Work By: Helen Whittaker
Presentation By: Chris McCartt

Recommendation:

Approve the Resolution and Ordinance accepting the donation of 7,068.84.

Executive Summary:


The library is commissioning artwork for the remodeled children's area from Abingdon resident and world renowned fantasy artist and comic-book illustrator, Charles Vess. Mr. Vess has won the world fantasy award – best artist, twice.

The Friends of the Library made a donation to this project in 2016. This additional donation of \$7,068.84 by the Friends will be added to the funds donated to this project in 2016, bringing the total amount of donations in the special project account to \$13,928.84.

Special Project NC1706

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE
FRIENDS OF THE KINGSFORT LIBRARY FOR THE PURCHASE
OF COMMISSIONED ARTWORK FOR THE CHILDREN'S AREA
AT THE KINGSFORT PUBLIC LIBRARY

WHEREAS, the city would like to accept the donation from the Friends of the Kingsport Public Library in the amount of \$7,068.84 for artwork; and

WHEREAS, the Kingsport Public Library is commissioning artwork for the remodeled children's area from Abingdon, Virginia resident and world renowned fantasy artist and comic-book illustrator, Charles Vess; and

WHEREAS, funding for this project will be in account no. NC1706.

Now therefore,

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

SECTION I. That the donation to the Kingsport Public Library from the Friends of the Public Library in the amount of \$7,068.84 for the commissioning of artwork for the remodeled children's area for use by the public at the Kingsport Public Library 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 citizens of the city.

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

ADOPTED this the 4th day of April, 2017.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE LIBRARY CHILDREN'S ARTWORK PROJECT FOR FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from the Friends of the Library in the amount \$7,069 to the Children's Artwork project (NC1706).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project-Special Rev. Fund</u>			
<u>Children's Artwork project (NC1706)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-364-1000 From Individuals	1,000	0	1,000
111-0000-364-3000 From Non-Profit	6,860	7,069	13,929
<i>Totals:</i>	7,860	7,069	14,929
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	7,860	7,069	14,929
<i>Totals:</i>	7,860	7,069	14,929

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:

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

Appropriating Funds Received from Sullivan County

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

Action Form No.: AF-77-2017
 Work Session: April 3, 2017
 First Reading: April 4, 2017

Final Adoption: April 18, 2017
 Staff Work By: Lyle Ailshie/Jeff Fleming
 Presentation By: Ailshie/Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

As a result of the City-County school facilities plan, the County recently issued bonds totaling \$140,000,000. City schools (Kingsport, Bristol & Johnson City) are entitled to a portion of these funds based on the percentage of their students that reside in Sullivan County. This is because city residents also pay county taxes which support the county debt (TCA 49-3-1003).

Kingsport agreed to forego \$20,000,000 of these funds in return for transferring the Sullivan North facility from county to city ownership. This ordinance will appropriate the remaining bond proceeds of \$25,281,286, which is \$2,181,286 higher than originally estimated due to Kingsport City Schools having a higher percentage of countywide students by the time the bonds were sold.

Early expenses for the Regional Science & Technology Center (at Dobyns-Bennett High School) and North facilities assessment were transferred from existing capital projects, which will be restored. The balance will be available for future school capital needs. They can be flexed as necessary for use at North or D-B (or any other school capital projects should they not be needed at either).

	Original estimate	Actual
County bond proceeds	\$ 43,100,000	\$ 45,281,286
Regional Science & Technology Center (at Dobyns-Bennett HS)	\$ 22,000,000	\$ 22,000,000
Paid by City to County for North	\$ 20,000,000	\$ 20,000,000
Balance for renovations of North	\$ 1,100,000	\$ 1,100,000
Balance for other school capital needs		\$ 2,181,286

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Appropriating Funds Received from Sullivan County

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

Action Form No.: AF-77-2017
 Work Session: April 3, 2017
 First Reading: April 4, 2017

Final Adoption: April 18, 2017
 Staff Work By: Lyle Ailshie/Jeff Fleming
 Presentation By: Ailshie/Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

As a result of the City-County school facilities plan, the County recently issued bonds totaling \$140,000,000. City schools (Kingsport, Bristol & Johnson City) are entitled to a portion of these funds based on the percentage of their students that reside in Sullivan County. This is because city residents also pay county taxes which support the county debt (TCA 49-3-1003).

Kingsport agreed to forego \$20,000,000 of these funds in return for transferring the Sullivan North facility from county to city ownership. This ordinance will appropriate the remaining bond proceeds of \$25,281,286, which is \$2,181,286 higher than originally estimated due to Kingsport City Schools having a higher percentage of countywide students by the time the bonds were sold.

Early expenses for the Regional Science & Technology Center (at Dobyys-Bennett High School) and North facilities assessment were transferred from existing capital projects, which will be restored. The balance will be available for future school capital needs. They can be flexed as necessary for use at North or D-B (or any other school capital projects should they not be needed at either).

	Original estimate	Actual
County bond proceeds	\$ 43,100,000	\$ 45,281,286
Regional Science & Technology Center (at Dobyys-Bennett HS)	\$ 22,000,000	\$ 22,000,000
Paid by City to County for North	\$ 20,000,000	\$ 20,000,000
Balance for renovations of North	\$ 1,100,000	\$ 1,100,000
Balance for other school capital needs		\$ 2,181,286

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

PRE-FILED CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS RECEIVED FROM SULLIVAN COUNTY FOR THE YEAR ENDING JUNE 30, 2017; 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 by appropriated funds received from proceeds of the sale of bonds issued for school use by Sullivan county in the amount of \$25,281,286 and by amending the General Project Fund by transferring \$21,700,000 to the DB Science and Technology Center project (GP1620), by transferring \$1,075,000 to the Sullivan North Renovation project (GP1733), by transferring \$2,181,286 to a new project for Future School Capital Needs (GP1737), by transferring \$200,000 to the Overlook Road Improvement project (GP1736) and by transferring \$125,000 to the School Improvements project (GP1513).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 141: General Purpose School Fund			
Revenues:	\$	\$	\$
141-0000-399-9100 Bond Proceeds	20,000,000	25,281,286	45,281,286
Totals:	20,000,000	25,281,286	45,281,286

Expenditures:	\$	\$	\$
141-7950-881-0590 Educational Improvements	20,367,350	25,281,286	45,648,636
Totals:	20,367,350	25,281,286	45,648,636

Fund 311: General Project Fund			
DB Science and Tech Center (GP1620)			
Revenues:	\$	\$	\$
311-0000-368-1041 Series 2012 C GO Pub Imp	200,000	0	200,000
311-0000-368-1047 Series 2014 A GO Bonds	100,000	0	100,000
311-0000-391-2100 From School Fund	0	21,700,000	21,700,000
Totals:	300,000	21,700,000	22,000,000

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	18,900,000	18,900,000
311-0000-601-2023 Arch/Eng/Landscaping	300,000	900,000	1,200,000
311-0000-601-9004 Equipment	0	1,900,000	1,900,000
Totals:	300,000	21,700,000	22,000,000

Fund 311: General Project Fund			
Sullivan North Renovations (GP1733)			
Revenues:	\$	\$	\$
311-0000-368-1051 Series 2015 A GO Bonds	25,000	0	25,000

311-0000-391-2100 From School Fund

Totals:

0	1,075,000	1,075,000
25,000	1,075,000	1,100,000

Expenditures:

311-0000-601-2023 Arch/Eng/Landscapping

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
25,000	0	25,000
0	1,075,000	1,075,000
25,000	1,075,000	1,100,000

Fund 311: General Project Fund

Future School Capital Projects (GP1737)

Revenues:

311-0000-391-2100 From School Fund

Totals:

\$	\$	\$
0	2,181,286	2,181,286
0	2,181,286	2,181,286

Expenditures:

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
0	2,181,286	2,181,286
0	2,181,286	2,181,286

Fund 311: General Project Fund

Overlook Road Improvements (GP1736)

Revenues:

311-0000-391-2100 From School Fund

Totals:

\$	\$	\$
0	200,000	200,000
0	200,000	200,000

Expenditures:

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
0	200,000	200,000
0	200,000	200,000

Fund 311: General Project Fund

School Improvements (GP1513)

Revenues:

311-0000-368-1047 Series 2014 A GO Bonds

311-0000-368-1051 Series 2015 A (Oct) GO PI

311-0000-368-2101 Premium From Bond Sale

311-0000-391-2100 From School Fund

Totals:

\$	\$	\$
953,977	0	953,977
319,564	0	319,564
122,363	0	122,363
0	125,000	125,000
1,395,904	125,000	1,520,904

Expenditures:

311-0000-601-2022 Construction Contracts

311-0000-601-2023 Arch/Eng/Landscaping

311-0000-601-4041 Bond Sale Expense

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
724,356	701,144	1,425,500
34,500	40,000	74,500
20,904	0	20,904
616,144	(616,144)	0
1,395,904	125,000	1,520,904

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:

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

Award Contract and Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 5 Project

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

Action Form No.: AF-52-2017
Work Session: April 3, 2017
First Reading: April 4, 2017

Final Adoption: April 18, 2017
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the ~~Resolution~~ and Budget Ordinance.

Executive Summary:

Bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase V project on March 23, 2017. This project consists of construction of approximately 19,500 LF sanitary sewer infrastructure, including manholes and laterals; approximately 510 LF of waterlines, including appurtenances; approximately 270 LF of storm water line and appurtenances; and asphalt paving and associated site work. The construction shall be completed by November 30, 2017.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Merkel Brother's Construction as follows:

Base Bid	\$2,291,714.00
Engineering Fees 14%	340,090.00
Contingency 6%	137,503.00
Total Project Cost	\$2,769,307.00


A budget ordinance appropriating funds to WA1709 from WA1404 is requested.

The project will be funded using project numbers WA1709, SW1512, ST1709, and NC1701.

Engineering estimate for the base bid of the referenced project was \$2,687,653.00

Attachments:

1. Contract Award Resolution
2. Budget Ordinance
3. Bid Opening Minutes
4. Location Map
5. Bid Tabulation

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Award Contract and Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 5 Project

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

Action Form No.: AF-52-2017
 Work Session: April 3, 2017
 First Reading: April 4, 2017

Final Adoption: April 18, 2017
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution and Budget Ordinance.

Executive Summary:

Bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase V project on March 23, 2017. This project consists of construction of approximately 19,500 LF sanitary sewer infrastructure, including manholes and laterals; approximately 510 LF of waterlines, including appurtenances; approximately 270 LF of storm water line and appurtenances; and asphalt paving and associated site work. The construction shall be completed by November 30, 2017.

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Contingency 6%	137,503.00
Total Project Cost	\$2,769,307.00

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Attachments:

1. Contract Award Resolution
2. Budget Ordinance
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4. Location Map
5. Bid Tabulation

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR SANITARY SEWER FACILITIES AND WATERLINE UPGRADES – COLONIAL HEIGHTS PHASE V PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase V project on March 23, 2017; and

WHEREAS, the project consists of construction of approximately 19,500 linear feet sanitary sewer infrastructure, including manholes and laterals; approximately 510 linear feet of waterlines, including appurtenances; approximately 270 linear feet of storm water line and appurtenances; and asphalt paving and associated site work; and

WHEREAS, the construction will be completed by November 30, 2017; and

WHEREAS, upon review of the bids, the board finds Merkel Brothers Construction 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 enter into an agreement with Merkel Brothers Construction with a bid of \$2,291,714.00; and

WHEREAS, the project will be funded using project numbers WA1709, SW1512, ST1709 and NC1701.

Now therefore,

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

SECTION I. That the bid for the Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase V project, at a cost of \$2,291,714.00, is awarded to Merkel Brothers Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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 April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE WATER PROJECT FUND
BY TRANSFERRING FUNDS TO THE COLONIAL HEIGHTS
PHASE V PROJECT FOR THE YEAR ENDING JUNE 30, 2017;
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring \$55,625 from the Annex/Fire Hydrants project (WA1404) to the Colonial Heights Phase V project (WA1709).

Account Number/Description:**Fund 451 Water Fund****Annex/Fire Hydrants (WA1404)****Revenues:**

451-0000-391-0529 Series 2013B GO Pub Imp
451-0000-391-4500 From Water Fund
451-0000-391-4600 Reserve Outside City Imp.

Totals:**Budget****Incr/<Decr>****New Budget**

\$	\$	\$
206,790	(55,625)	151,165
26,047	0	26,047
56,207	0	56,207
289,044	(55,625)	233,419

Expenditures:

451-0000-605-2022 Construction Contracts
451-0000-605-2023 Arch/Eng/Landscaping

Totals:

216,230	(55,625)	160,605
72,814	0	72,814
289,044	(55,625)	233,419

Fund 451 Water Fund**Colonial Heights Phase V (WA1709)****Revenues:**

451-0000-391-0529 Series 2013B GO Pub Imp

Totals:

\$	\$	\$
0	55,625	55,625
0	55,625	55,625

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-9003 Improvements

Totals:

0	7,100	7,100
0	48,525	48,525
0	55,625	55,625

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:

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

**MINUTES
BID OPENING
March 23, 2017
4:00 P.M.**

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Mike Hickman, Engineering Dept.

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

SANITARY SEWER FACILITIES AND WATERLINE UPGRADES COLONIAL HEIGHTS PHASE 5		
Vendor:	Total Cost:	Comments:
Merkel Brothers Construction	\$2,423,489.00	White out used and initialed.
East TN Turf and Landscape	\$2,466,419.00	N/A
Summers-Taylor	\$2,895,429.60	N/A

The submitted bids will be evaluated and a recommendation made at a later date.



PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE V

FIGURE I - LOCATION MAP

BID TABULATION - SANITARY SEWER FACILITIES & WATERLINE UPGRADES COLONIAL HEIGHTS PHASE V

ITEM NO	QUAN	UNIT	DESCRIPTION	MERKEL BROTHERS		EAST TN TURF & LANDSCAPING		SUMMERS TAYLOR, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1,264	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT (SECTION 31 23 33)	\$ 1.00	\$ 1,264.00	\$ 1.00	\$ 1,264.00	\$ 10.00	\$ 12,640.00
2	1	LS	MOBILIZATION, CLEARING AND GRUBBING (SECTION 31 11 00)	\$ 100,000.00	\$ 100,000.00	\$ 180,000.00	\$ 180,000.00	\$ 125,000.00	\$ 125,000.00
3	1	LS	PROTECTION OF LIVING SHRUBS AND TREES (SECTION 31 11 00)	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,830.00	\$ 3,830.00
4	9,300	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 204,600.00	\$ 24.00	\$ 223,200.00	\$ 28.00	\$ 260,400.00
5	9,340	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 326,900.00	\$ 35.00	\$ 326,900.00	\$ 35.00	\$ 326,900.00
6	80	LF	18" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 30.00	\$ 2,400.00	\$ 10.00	\$ 800.00	\$ 32.01	\$ 2,560.80
7	10	LF	24" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 45.00	\$ 450.00	\$ 10.00	\$ 100.00	\$ 55.50	\$ 555.00
8	1,259	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY)(SECTION 32 31 13)	\$ 15.00	\$ 18,885.00	\$ 10.00	\$ 12,590.00	\$ 21.50	\$ 27,068.50
9	1	LS	SEEDING WITH MULCH (SECTION 32 92 20)	\$ 125,000.00	\$ 125,000.00	\$ 80,000.00	\$ 80,000.00	\$ 75,000.00	\$ 75,000.00
10	540	GA	TACK COAT (SECTION 32 12 16)	\$ 3.00	\$ 1,620.00	\$ 4.00	\$ 2,160.00	\$ 3.70	\$ 1,998.00
11	860	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 86.00	\$ 73,960.00	\$ 110.00	\$ 94,600.00	\$ 119.00	\$ 102,340.00
12	1,900	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 80.00	\$ 152,000.00	\$ 90.00	\$ 171,000.00	\$ 99.65	\$ 189,335.00
13	1	LS	SOIL & EROSION CONTROL (SECTION 31 25 13)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,800.00	\$ 15,800.00
14	19,120	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 36.50	\$ 697,880.00	\$ 34.75	\$ 664,420.00	\$ 49.50	\$ 946,440.00
15	3,540	LF	6" PVC SEWER (SECTION 33 30 00)	\$ 25.00	\$ 88,500.00	\$ 24.00	\$ 84,960.00	\$ 45.00	\$ 159,300.00
16	333	LF	8" HDPE SEWER (SECTION 33 30 00)	\$ 45.00	\$ 14,985.00	\$ 50.00	\$ 16,650.00	\$ 64.00	\$ 21,312.00
17	326	LF	6" HDPE SEWER (SECTION 33 30 00)	\$ 40.00	\$ 13,040.00	\$ 40.00	\$ 13,040.00	\$ 60.00	\$ 19,560.00
18	162	EA	SEWER LATERAL ASSEMBLIES (8x8x6 PVC TEES) (SECTION 33 30 00)	\$ 150.00	\$ 24,300.00	\$ 150.00	\$ 24,300.00	\$ 48.50	\$ 7,857.00
19	174	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 350.00	\$ 60,900.00	\$ 375.00	\$ 65,250.00	\$ 295.00	\$ 51,330.00
20	107	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 2,150.00	\$ 230,050.00	\$ 2,000.00	\$ 214,000.00	\$ 2,450.00	\$ 262,150.00
21	1	EA	ADJUST EXISTING MANHOLES (SECTION 33 30 00)	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,010.00	\$ 1,010.00
22	1	EA	WATERTIGHT LIDS & CASTINGS (SECTION 33 30 00)	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 433.00	\$ 433.00
23	67	VF	EXTRA DEPTH MANHOLE (SECTION 33 30 00)	\$ 250.00	\$ 16,750.00	\$ 200.00	\$ 13,400.00	\$ 185.00	\$ 12,395.00

ITEM NO	QUAN	UNIT	DESCRIPTION	MERKEL BROTHERS		EAST TN TURF & LANDSCAPING		SUMMERS TAYLOR, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
24	48	VF	MANHOLE REHABILITATION/COATING	\$ 250.00	\$ 12,000.00	\$ 300.00	\$ 14,400.00	\$ 186.00	\$ 8,928.00
25	1	LS	LANDSCAPING ALLOWANCE (SEE GENERAL NOTES)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
STORM SEWER QUANTITIES									
26	445	LF	18" HDPE STORM PIPE	\$ 45.00	\$ 20,025.00	\$ 51.00	\$ 22,695.00	\$ 62.00	\$ 27,590.00
27	1	EA	CONCRETE ENDWALL	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,160.00	\$ 1,160.00
28	2	EA	CONNECTION TO EXISTING CATCH BASIN	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,230.00	\$ 2,460.00
WATERLINE QUANTITIES									
29	3,940	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE	\$ 35.00	\$ 137,900.00	\$ 35.00	\$ 137,900.00	\$ 35.00	\$ 137,900.00
30	510	LF	6" CEMENT LINED DUCTILE IRON WATER PIPE CLASS 350 200 PSI WORKING PRESS (SECTION 33 11 00)	\$ 40.00	\$ 20,400.00	\$ 42.00	\$ 21,420.00	\$ 55.50	\$ 28,305.00
31	10	LF	2" PVC WATER LINE (SECTION 33 11 00)	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 33.00	\$ 330.00
32	2	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - SHORT SERVICE WITH METER BOX AND SETTER (SECTION 33 11 00)	\$ 800.00	\$ 1,600.00	\$ 900.00	\$ 1,800.00	\$ 816.15	\$ 1,632.30
33	4	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - LONG SERVICE WITH METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00	\$ 2,050.00	\$ 8,200.00
34	2	EA	FIRE HYDRANT ASSEMBLY ASSEMBLIES (SECTION 33 11 00)	\$ 4,000.00	\$ 8,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,090.00	\$ 8,180.00
35	1	EA	2" BRONZE GATE VALVE AND BOX (SECTION 33 11 00)	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 732.00	\$ 732.00
36	1	EA	2" BLOW-OFF ASSEMBLY PSI (SECTION 33 11 00)	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,270.00	\$ 1,270.00
37	1	EA	6" WET TAP TAPPING SLEEVE & VALVE (SECTION 33 11 00)	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,920.00	\$ 3,920.00
ROAD IMPROVEMENTS PAVING QUANTITIES									
38	2,200	SY	MILLING - 1.25" THICK	\$ 5.00	\$ 11,000.00	\$ 5.00	\$ 11,000.00	\$ 17.50	\$ 38,500.00
39	60	GA	TACK COAT (SECTION 32 12 16)	\$ 3.00	\$ 180.00	\$ 4.00	\$ 240.00	\$ 3.80	\$ 228.00
40	160	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 80.00	\$ 12,800.00	\$ 95.00	\$ 15,200.00	\$ 118.00	\$ 18,880.00
PROJECT TOTAL:				\$ 2,423,489.00		\$ 2,466,719.00		\$ 2,923,429.60	
						BID PROPOSAL		BID PROPOSAL	

BID PROPOSAL
\$10,500.00



AGENDA ACTION FORM

Amend the Senior Advisory Council Funds/Senior Trips

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

Action Form No.: AF-79-2017
 Work Session: April 3, 2017
 First Reading: April 4, 2017

Final Adoption: April, 18, 2017
Staff Work By: Shirley Buchanan
Presentation By: Shirley Buchanan

Recommendation:

Approve the Ordinance.

Executive Summary:

Participation in the Kingsport Senior Center has increased and especially in the trips taken. The additional funds requested are needed as a result of the additional participation and additional revenue collected for trips. Trips that have had unexpected high participation are Charleston, Ohio, and Alaska.

Funding is from self-funded senior participation.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

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

Action Form No.: AF-79-2017
 Work Session: April 3, 2017
 First Reading: April 4, 2017

Final Adoption: April, 18, 2017
 Staff Work By: Shirley Buchanan
 Presentation By: Shirley Buchanan

Recommendation:

Approve the Ordinance.

Executive Summary:

Participation in the Kingsport Senior Center has increased and especially in the trips taken. The additional funds requested are needed as a result of the additional participation and additional revenue collected for trips. Trips that have had unexpected high participation are Charleston, Ohio, and Alaska.

Funding is from self-funded senior participation.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM SENIOR CITIZENS THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Senior Citizen's Advisory Board operating budget be amended by appropriating funds received from senior citizens in the amount of \$55,000 to participate in senior trips.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 616: Senior Citizen's Advisory Board</u>			
<u>Revenues:</u>	\$	\$	\$
616-0000-341-1075 Senior Trips	221,000	55,000	276,000
Totals:	221,000	55,000	276,000
<u>Expenditures:</u>	\$	\$	\$
616-4524-472-2048 Senior Trips-Travel	221,000	55,000	276,000
Totals:	221,000	55,000	276,000

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:

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

Approving Application and Contract with VDOT for Transit Planning

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

Action Form No.: AF-83-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Bill Albright
 Presentation By: Bill Albright

Recommendation:

Approve the Resolution.


Executive Summary:

Each Federal Fiscal Year, the City of Kingsport, on behalf of the Kingsport MTPO, applies for and receives an allocation of Section 5303 Planning funds from the Federal Transit Administration via the Virginia Department of Rail and Public Transportation (DRPT). The Kingsport MTPO's jurisdiction covers part of Virginia as well as Tennessee and receives separate FTA funding through each state government. Consequently, this is a separate application and contract through Virginia's DRPT based on population in the Virginia portion of the urbanized area. These funds are used by the Kingsport MTPO for transportation planning activities. For FY 2018 the total grant funding is \$4,289, which is proportioned as follows: FTA 80% or \$3,431, Va DRPT 10% match or \$429, and City of Kingsport match 10% or \$429. Appropriation and a project budget for these funds have already been programmed through the City's FY 2018 budget process. The action approves submittal of the application and acceptance of the contract and Section 5303 funds.

FTA requires the FY17 Certifications and Assurances be executed by the City of Kingsport, which sets out the requirements for the Section 5303 Planning funds.

Attachments:

1. Resolution
2. Certifications and Assurances

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT 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 2018; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES, AND 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) in the amount of \$4,289.00 for fiscal year 2018; and

WHEREAS, matching funds in the amount of \$429.00 are required, which are accounted for during the annual budget process and will come from the approved FY2018 budget for the MPO; and

WHEREAS, the Federal Transit Authority requires the Certifications and Assurances be executed to receive the Section 5303 Planning Funds.

Now therefore,

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

SECTION I. That the online application and contract with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,332.00 and requiring \$433.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2017, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, the online application and contract with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,289.00 and requiring \$429.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2018 and any other documents necessary and proper to effectuate the purpose of the letter of Authorization.

SECTION III. That the Federal Transit Administration Fiscal Year 2017 Certifications and Assurances is approved.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a Federal Transit

Administration Fiscal Year 2017 Certifications and Assurances and any other documents necessary and proper to effectuate the purpose of the same.

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

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2017.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2017. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2017 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2017 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2017 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2017.*

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

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01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination on the basis of race, color, religion, sex, (including gender identity and sexual orientation) or national origin),
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

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- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,

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- (3) Third party contract or subcontract at any tier,
- (4) Lease, or
- (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.E.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,

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- (c) Proposed for debarment,
- (d) Declared ineligible,
- (e) Voluntarily excluded, or
- (f) Disqualified.
- (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- (3) It is 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 listed in the preceding subsection 2.b of this Certification.
- (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
 - (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award, or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E.1 Certification.

01.E.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

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- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.E.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or
 - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:

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- (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
 - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
 - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 .
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

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- (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
- (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
 - (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will do the following:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

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- (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
 - (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
 - (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 "Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.

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- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation

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system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR § 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on your Applicant's behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
- 2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

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- (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
- 3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
- 4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR § 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing.
 - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
 - f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it receives federal assistance appropriated or made available for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
 - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

CATEGORY 06. DEMAND RESPONSIVE SERVICE.

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Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,
 - c. An Early Systems Work Agreement,
 - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
 - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
 - f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant

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acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

09.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

09.C. State Safety Oversight Requirements.

On behalf of your Applicant, depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 U.S.C. § 5329(e) and FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, your applicant certifies that it will comply as follows:

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1. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements, but
2. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities Grants and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

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Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
- j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
- 2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
 - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the

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Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

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- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
- g. It has made or will make the final list of Projects for which an Award is sought available to the public.
- 7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
- 8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- 9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
- 10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- 9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
- 10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
- 11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
- 12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

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- I. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
- 2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
 - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

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49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and

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- c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- 9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
- 10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 16.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

- 1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
- 2. It approves such use in writing, and
- 3. In approving the use, it determines that local transit needs are being addressed.
- 4. It complies or will comply, to the extent applicable, with the recipient's transit asset management plan consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
- 5. It complies or will comply, to the extent applicable, with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

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CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 C.F.R. part 674, the following FTA regulations will apply:
 - a. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements;
 - b. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

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As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 21.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 21 will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 21.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 21.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.

4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. It has or will have or provide:
 - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
 - a. It is eligible to receive federal assistance for those expenses, and

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements, you must select the Certifications in Category 22, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It will consult with the appropriate federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that your Applicant:
 - a. Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. Will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
 - (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
 - (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
 - (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. _____

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



AGENDA ACTION FORM

Award Contract for Phase 1 Improvements at Borden Park Project

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

Action Form No.: AF-86-2017
 Work Session: April 17, 2018
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: D. Mason, K. Frazier
 Presentation By: C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Following the bid opening on Wednesday, April 5, 2017, Duco Construction, LLC was the successful low bidder for the construction of Phase 1 Improvements to Borden Park.

It is staff's recommendation to award the base bid, plus bid alternates number 1 for the Lamont St. parking lot, and number 2 for the Willow St. parking lot, for a total contract amount of \$522,000.00 and 6% contingency funds in the amount of \$31,320.00.

Funding for the project is available as follows:

GP1510 Borden Park Improvements	\$319,941.00
GP1700 Project Diabetes	\$148,507.00
GP1713 General Park Improvements	\$84,872.00

Attachments:

1. Contract Award Resolution
2. Bid Tabulation

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF PHASE 1 IMPROVEMENTS FOR BORDEN PARK TO DUCO CONSTRUCTION LLC AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on April 5, 2017, for the phase 1 improvements for Borden Park project; and

WHEREAS, upon review of the bids, the board finds Duco Construction, 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 enter into a contract for phase 1 improvements for Borden Park; and

WHEREAS, the project will include the base bid, alternate 1 – Lamont St. parking lot, and alternate 2 – Willow St. parking lot; and

WHEREAS, the total amount of the construction contract is \$522,000.00; and

WHEREAS, funding is identified in project numbers GP1510, GP1700, and GP1713.

Now therefore,

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

SECTION I. That the bid for the construction of phase 1 improvements for Borden Park, including the base bid, alternate 1, and alternate 2, in the amount of \$522,000.00 is awarded to Duco Construction, LLC.

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 agreement for the construction of phase 1 improvements for Borden Park and all other documents necessary and proper to effectuate the purpose of the agreement.

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 citizens of the city.

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 5, 2017
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Kitty Frazier and Robin Dimona, Parks and Recreation Dept.; David Mason, Engineering Dept.; Jennifer Salyer and Nelson Elam, Barge Waggoner Sumner and Cannon

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

RE-BID BORDEN PARK – PHASE I IMPROVEMENTS					
Vendor:	Base Bid:	Add Alt. #1:	Add Alt. #2:	Unit Price/CY Unsuitable Soils:	Unit Price/CY Compacted Fill:
Duco Construction, LLC	\$203,000.00	\$93,000.00	\$226,000.00	\$25.00/CY	\$30.00/CY

The submitted bids will be evaluated and a recommendation made at a later date.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Cab/Chassis with Grabber Loader

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

Action Form No.: AF-87-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on March 15, 2017 for the purchase of one cab/chassis with grabber loader for use by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 22, 2017 and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the low compliant bid from Stringfellow for one (1) International 7300 w/ 2018 PacMac as follows:

	\$122,445.00		Unit Price
Less	\$5,000.00		Trade-In Allowance Equipment # 1464
	\$117,445.00		Total Purchase Price

This is a Fleet Replacement.

Funding is identified in Account # 51150085019010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH GRABBER LOADER TO STRINGFELLOW, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 15, 2017, for the purchase of one cab/chassis with grabber loader for the use at the public works department; and

WHEREAS, the city will receive \$5,000.00 for a trade-in allowance for vehicle #1464; and

WHEREAS, upon review of the bids, the board finds Stringfellow, 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) International 7300 with PacMac from Stringfellow, Inc., at a total purchase cost of \$117,445.00 which includes the deduction of the \$5,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

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) International 7300 with PacMac at a total purchase cost of \$117,445.00, which includes the deduction of the \$5,000.00 trade-in allowance, is awarded to Stringfellow, 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 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
March 15, 2017
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

CAB/CHASSIS WITH GRABBER LOADER					
Vendor:	Qty.:	Unit Cost:	Trade-In #1464:	Delivery Time:	Make/Model:
Worldwide Equipment	1	\$125,191.00	\$5,000.00	135-145 Days	2018 Kenworth T3700 W/PacMac Brush Loader
Stringfellow	1	\$122,445.00	\$5,000.00	145 Days	International 7300 W/ 2018 PacMac
Stringfellow	1	\$123,156.00	\$5,000.00	145 Days	Freightliner W/ PacMac KB20
Carolina Industrial Equipment	1	\$135,693.00	\$5,500.00	180 Days	Ramer 3500 Scowbody Freightliner M2
CMI Equipment	1	\$135,072.00	\$3,000.00	180-220 Days	2017 Freightliner M2/06 W/Peterson Loader & Body

The submitted bids will be evaluated and a recommendation made at a later date.



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Greg Willis, Streets Supervisor
Rodney Deel, Sanitation Supervisor
Steve Hightower, Fleet Manager
Date: March 24, 2017
Re: Cab/ Chassis with Brush Grabber Loader - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Work Trash Collection group. We are further recommending that the trade in offer of \$5,000 be accepted for unit #1464.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2018 International 7300 w Packmac	Stringfellow	8 City/ 12 Hwy

Low Compliant Bidder

The bidder is compliant in all major aspects of the minimum specification requirements for the Cab Chassis with Brush Grabber Loader Truck(s) specified.

This unit will be a Fleet 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. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of this unit is 145 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed by Street Maintenance Supervisor - Greg Willis, Sanitation Supervisor - Rodney Deel, and Fleet Manager - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement unit is similar to the current units being operated.

Trade In(s)

1. Trade in(s):
 - a. 1464 - 2000 GMC Brush Grabber – Age: 17 Years – 11.4 MPG - Trade Offering: \$5,000

Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Springfield, Ohio
 - i. 75 % Domestic/ 25 % Foreign Materials
2. Body Manufacturer:
 - a. Body – Pac Mac – Bay Springs, Mississippi
 - i. 98 % Domestic/ 2 % Foreign Materials
3. New Unit(s) Chassis Dealer:
 - a. Chassis – Goodpasture Motors Co. – Bristol, VA.
4. New Unit(s) Body Dealer:
 - a. Body – Stringfellow – Nashville, TN

Should you have any questions on this recommendation, please do not hesitate to contact us.

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

From: Deel, Rodney
Sent: Thursday, March 30, 2017 12:22 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: RE: Brush Grabber FY16-17 PurchaseRecom.doc

Steve,

All looks good and we are in agreement on the Recommendation on the Brush Grabber purchase.

Thanks,
Rodney Deel



AGENDA ACTION FORM

Approval of a Full Release of Lien to Von and Gloria Lewis

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

Action Form No.: AF-82-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 17, 2017
 Staff Work By: Trent, Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

On December 2, 2003, a Notice of Lien was recorded by the city for the demolition of a structure on the property of Von and Gloria Lewis and further identified as Lot PT8, Block 18, Kingsport Heights, Tax Map 62-A, Group C, Parcel 16.00 on record at the Register's Office of Sullivan County, Tennessee in Deed Book 42L at page 763.

The amount of the lien was \$3,100.00.

The Lewis' have paid off the lien and would like a full Release of Lien recorded so the property can be sold.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FULL RELEASE OF LIEN FOR
VON AND GLORIA LEWIS AND AUTHORIZING THE MAYOR TO
EXECUTE THE RELEASE AND ANY AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE RELEASE

WHEREAS, in December 2003, a Notice of Lien was recorded on behalf of the city for the demolition of a structure on the property of Von and Gloria Lewis and further identified as Lot PT8, Block 18, Kingsport Heights, Tax Map 62-A, Group C, Parcel 16.00 of record at Deed Book 42L at page 763 in the Register's Office of Sullivan County, Tennessee; and

WHEREAS, the lien has been paid in full and a Full Release of Lien executed by the city so that the property can be sold.

Now therefore,

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

SECTION I. That a Full Release of Lien for the property owned by Von and Gloria Lewis and identified as Lot PT8, Block 18, Kingsport Heights, Tax Map 62-A, Group C, Parcel 16.00 of record at Deed Book 42L at page 763 in the Register's Office of Sullivan County, Tennessee 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 Full Release of Lien and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the release of lien or this resolution, said release being as follows:

Tax Map 62A; Group C; Parcel 16.00

This Instrument Was Prepared By:
J. Michael Billingsley
City Attorney
1324 Midland Drive
Kingsport, Tennessee 37664

FULL RELEASE OF LIEN

The undersigned, City of Kingsport, Tennessee, through its duly authorized officers, hereby declares that it is the sole true and lawful holder and owner of the entire indebtedness fully described in and secured by a Lien claimed by the City of Kingsport against **VON and GLORIA LEWIS** of record in Deed Book 42L at page 763 in the Register's Office of Sullivan County, Tennessee, to which reference is hereby made, and hereby acknowledges the payment in full of said indebtedness and satisfaction of said Lien and hereby fully releases and discharges said Lien.

IN WITNESS WHEREOF, this Full Release of Lien has been executed on this the ____ day of April, 2017.

[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 release set out herein that do not substantially alter the

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

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Reject Bids for Life and Long Term Disability Insurance

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

Action Form No.: AF-90-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: DeCroes, Denton
 Presentation By: DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

Proposals for the City of Kingsport and City Schools Ancillary Benefits programs, which include Life Insurance and Long Term Disability Insurance, were opened on March 2, 2017. Evaluation of all submitted proposals was performed by city staff. A summary follows.

Long Term Disability Insurance – our current rate with MetLife is \$.362 per \$100 covered payroll. After evaluating the submitted proposals, and ensuring that there would be no change in the benefits structure, it is the recommendation to renew with MetLife at the current rate of \$.362 per \$100 of covered payroll. This benefit is paid 50% by the City and 50% by the employee. MetLife will maintain this premium rate for three years. Evaluation of the submitted proposals did not result in a recommendation to change from our current provider as the benefits and rates proposed did not improve. It is our recommendation to reject all other proposals as they pertain to Long Term Disability and renew with our current carrier.

Life Insurance – the city has current agreement with Dearborn National, but we took the opportunity of the RFP process to evaluate other programs to see if there would be equal benefits available at a lower premium rate. The base benefit is fully paid by the city, with the employee having options to purchase and pay 100% of the cost of supplemental life and dependent life insurance. Evaluation of the submitted proposals did not result in a recommendation to change from our current provider as the benefits and rates proposed did not improve. Our current life insurance rates with Dearborn National is \$.27 per \$1000. Their renewal rates are going to be \$.135 per \$1000 this is a 50% reduction in cost. It is our recommendation to reject all other proposals as they pertain to life Insurance and renew with our current carrier Dearborn National Life.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL PROPOSALS FOR LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE; RENEWING THE AGREEMENTS WITH THE CURRENT CARRIERS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO RENEW THE LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE WITH THE CURRENT CARRIERS

WHEREAS, proposals for City of Kingsport and City Schools ancillary benefits programs, which include Life Insurance and Long Term Disability Insurance, were opened on March 2, 2017, and an evaluation of all proposals was performed by city staff; and

WHEREAS, after reviewing the proposals, the recommendation is to reject all proposals for long term disability insurance and renew the benefits and rates with our current carrier, MetLife; and

WHEREAS, MetLife Insurance Company has agreed to maintain the proposed premium rates for an additional three years; and

WHEREAS, proposals were also submitted for life insurance that did not show a costs savings or benefit to the other city employees, and the city desires to reject the bids received for these ancillary benefit programs; and

WHEREAS, Dearborn National Life is the current carrier for life insurance and it has agreed to renew for an additional three years, with a renewal rate fifty (50%) percent reduction in cost.

Now therefore,

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

SECTION I. That all proposals opened on March 2, 2017, relating to Life Insurance and Long Term Disability Insurance are rejected, as the proposals were not in the best interests of the employees of the city.

SECTION II. That the renewal of the current rate with MetLife Insurance Company for long term disability insurance for all regular full time general governmental and school employees for a three (3) year period is approved.

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 and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with MetLife insurance Company and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION IV. That the renewal of the current rate with Dearborn National Life for long term disability insurance for all regular full time general governmental and school employees for a three (3) year period, is approved.

SECTION V. 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, an agreement with Dearborn National Life and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Supplement Request with Mattern & Craig, Inc. for the Indian Trail Drive Extension Project

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

Action Form No.: AF-88-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In March 2016 the BMA approved entering into an Agreement with Mattern & Craig for engineering services for the Indian Trail Drive Extension Project. This project involves the construction of a new roadway from the south end of Indian Trail Drive including a new bridge over Reedy Creek to connect to the existing Reedy Creek Road and would terminate at Eastman Road with a new signalized intersection.

Preliminary plans for this project were submitted and reviewed. An additional four (4) alignment alternates outside the original scope of services were requested for review. Therefore it is requested to amend the Agreement with Mattern & Craig for the additional services in the amount \$52,090.00.

Funding is available and identified in GP1615.

Attachments:

1. Resolution
2. Proposal (2 pages)
3. Location Map

Funding source appropriate and funds are available. *js*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH MATTERN & CRAIG, INC. FOR THE INDIAN TRAIL DRIVE EXTENSION PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in March, 2016, the board approved a resolution authorizing the mayor to sign an agreement with Mattern & Craig, Inc. for engineering services for the Indian Trail Drive Extension Project; and

WHEREAS, this project involves the construction of a new roadway from the south end of Indian Trail Drive including a new bridge over Reedy Creek, connecting to the existing Reedy Creek Road and terminating at Eastman Road with a new signalized intersection; and

WHEREAS, since March, 2016, it has been determined that an additional four (4) alignment alternates outside the original scope of services are needed; and

WHEREAS, the city would like to amend the agreement with Mattern & Craig for the additional services in the amount \$52,090.00; and

WHEREAS, funding is available and identified in GP1615.

Now therefore,

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

SECTION I. That an amendment to the agreement with Mattern & Craig, Inc for the Indian Trail Drive Extension Project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement of Mattern & Craig for the Indian Trail Drive Extension Project and all other documents necessary and proper to effectuate the purpose of 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 that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Michael S. Agee
Steven A. Campbell
Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
David P. Wilson
James B. Voso
Randy L. Dodson
Chad M. Thomas



Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (Retired)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)

February 15, 2017

Mr. Michael Thompson
Asst. Public Works Director
City of Kingsport
225 W. Center St.
Kingsport, TN 37660

Re: Indian Trail Drive Extension – Final Design
Supplement Request No. 1
City Project No. GP1208
Comm. No. 3627

Dear Michael:

This letter is to request a supplement to our current contract for the above project, for additional services we have provided to date.

Our original contract for this project was to provide detailed design based on "Alternate 2" as defined by our preliminary work done in December 2015. As such, we developed preliminary plans based on this alignment (which included approximate ROW limits, design of the storm sewer system, and preliminary bridge plans) and submitted them to the City on September 2, 2016. Our effort through this submittal was approximately 87% of the "Survey & Preliminary Design" phase budget, as invoiced on September 19, 2016.

Following the City's review of these plans, the City asked us to investigate four additional alignment alternates, which would have been effort outside the original scope of our services. We submitted the final (selected) alternate on January 16, 2017. Between that time and February 10, 2017, we have further developed preliminary plans to the same level of completeness as the original (September) submittal (including approximate ROW limits, design of the storm sewer system, and preliminary bridge plans). We are currently developing these plans further, in terms of bridge design and other tasks, to prepare them for review by the City.

Based on the above, the additional effort totaled 596 manhours, at a cost of \$52,090. Therefore, we are requesting that the contract ceiling be increased to \$356,570. A revised detail of our services is shown in the following table.

PHASE	MAN-HOURS	COST
Survey & Preliminary Design	1812	\$172,510
ROW Documents & Permits	264	\$31,360
Final Documents	1222	\$144,400
Bidding	66	\$8,300
TOTAL:	3364	\$356,570

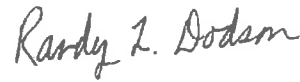
If this is acceptable, please forward the City's standard Agreement to us for signature. Should you have any questions or comments regarding this request, please do not hesitate to contact me for clarification.

Sincerely,
MATTERN & CRAIG



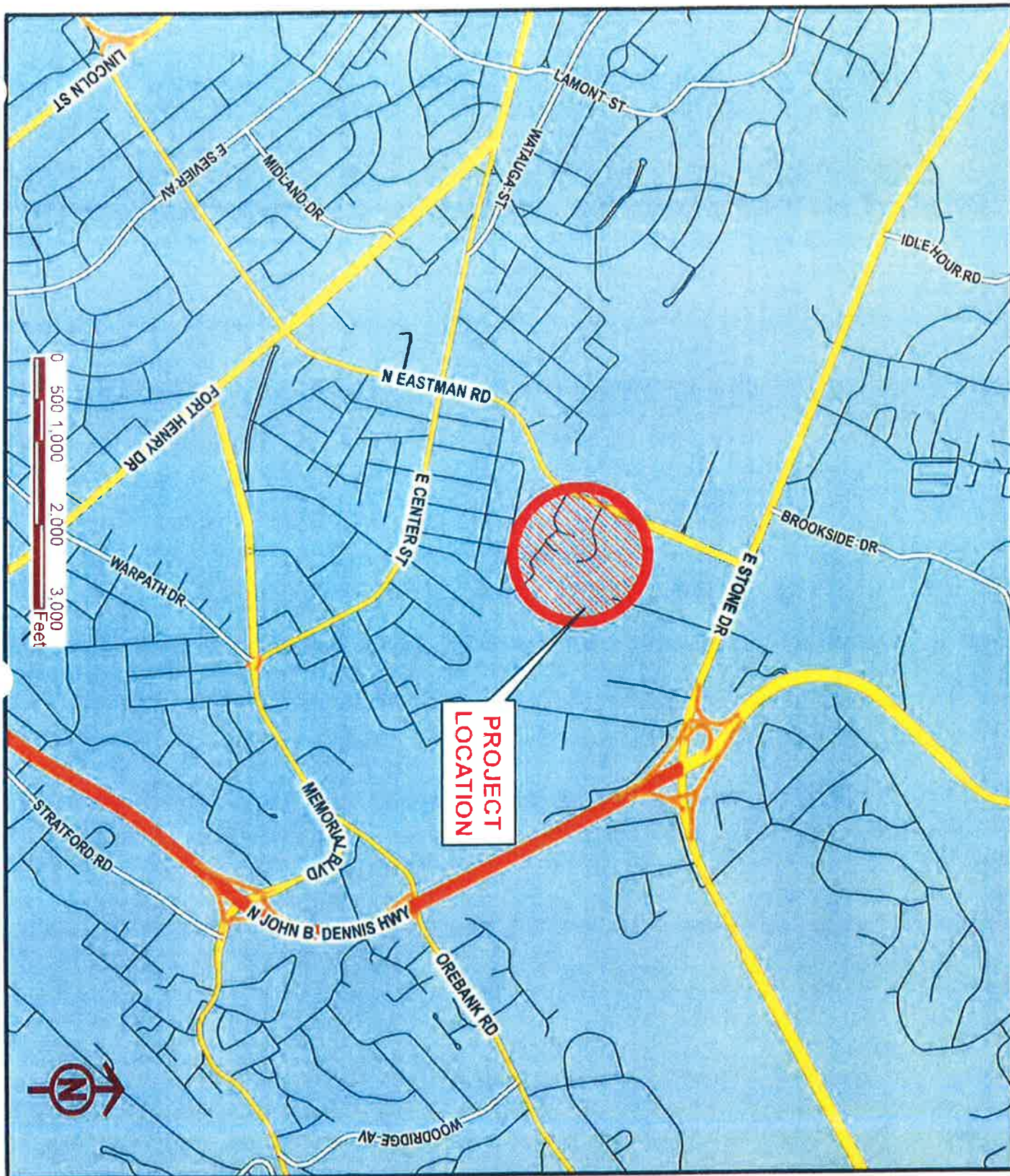
Jason A. Carder, P.E.
Project Manager

Approved:
MATTERN & CRAIG



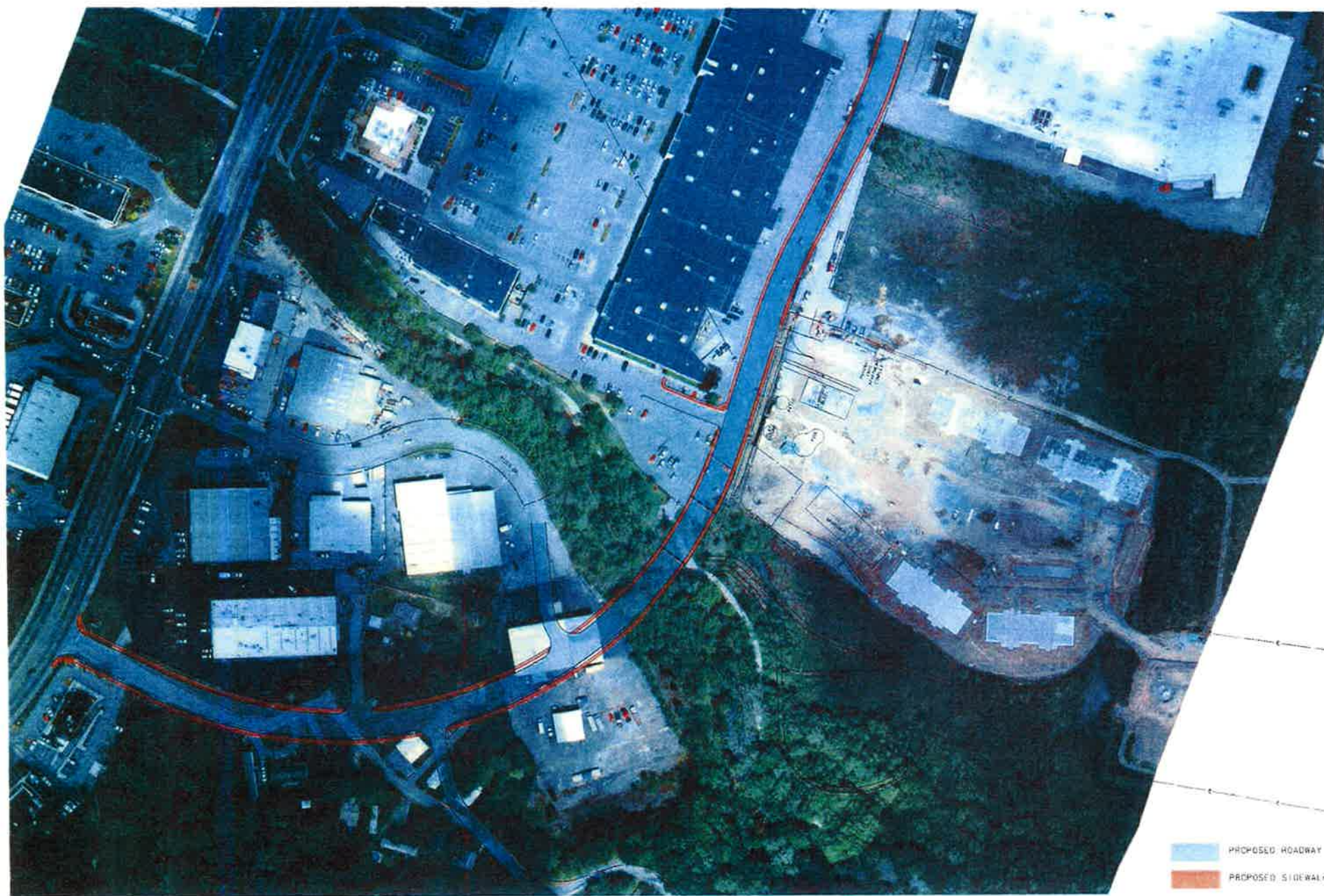
Randy L. Dodson
Principal

JAC/lah



**Project Location Map
Indian Trail Drive Extension**





PROPOSED ROADWAY
PROPOSED SIDEWALK



AGENDA ACTION FORM

TDOT Grant Contract Amendment One (Time Extension) for Stone Drive Multi-Modal Access Project Phase 1

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

Action Form No.: AF-89-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In December 2015 we entered into a Grant Contract with TDOT for Stone Drive Multi-Modal Access Project Phase 1. The original contract referenced December 2018 as the completion date for this project, and also referenced June 2017 as the Notice to Proceed with Construction.

We requested a time extension for the project construction phase due to ADA compliance, and associated requirements for this project. TDOT has since removed the original Notice to Proceed with the construction date, and has agreed to extend the contract completion date for all phases of this project to December 7, 2019.

TDOT Agreement Number: 150074; PIN: 121997.00; State Project Number: 82LPLM-S3-064.

Attachments:

1. Resolution
2. Amendment One

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT ONE TO GRANT CONTRACT 150074, PIN #121997.00 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT PHASE 1; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in December, 2015, the board approved a resolution authorizing the mayor to sign a grant contract with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 1; and

WHEREAS, the original contract referenced December 2018 as the completion date for this project, and also referenced June 2017 as the Notice to Proceed with Construction; and

WHEREAS, due to ADA compliance, and associated requirements for the project, TDOT has approved an extension to the contract completion date for all phases of this project to December 7, 2019;

Now therefore,

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

SECTION I. That amendment one of Grant Contract 150074, PIN# 121997.00, with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 1 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, amendment one of Grant Contract 150074, PIN# 121997.00 with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 1 and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AMENDMENT ONE
OF GRANT CONTRACT 150074, PIN #121997.00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

"B. CONTRACT PERIOD:

B.1. The Agency agrees to complete the herein assigned phases of the Project on or before December 7, 2019. 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."

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective _____ other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

[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 amendment/agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**AMENDMENT ONE
OF GRANT CONTRACT 150074, PIN #121997.00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

"B. CONTRACT PERIOD:

- B.1. The Agency agrees to complete the herein assigned phases of the Project on or before December 7, 2019. 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."

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

Amendment Effective Date. The revisions set forth herein shall be effective _____. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

JOHN CLARK, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE
SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE



AGENDA ACTION FORM

Execution of an Agreement with Frontier Health for Counseling Services for Kingsport City Schools

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

Action Form No.: AF-96-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution.

Executive Summary:

The administration of Kingsport City Schools desires to enter into this agreement for the purpose of continuing current services of Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students. It is recommended that approval be given to execute an agreement with Frontier Health for a total of \$120,400 for counseling services for the Kingsport City Schools.

Funding for this agreement is contained in Account 141-7154-711.03-99 of the School budget.

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES 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, for its Kingsport city school system would like to enter into an agreement with Frontier Health to continue the current services provided by the Holston Children and Youth Services; and

WHEREAS, the services provided are for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

WHEREAS, the cost for the services are \$120,400, and funds are available in Account 141-7154-711.03-99 of the school budget.

Now therefore,

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

SECTION I. That an agreement with Frontier Health for counseling services for the Kingsport City School System 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 Frontier Health for counseling services for the Kingsport City School System 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:

**FRONTIER HEALTH
Holston Children and Youth Services
And
City of Kingsport for its
KINGSPORT CITY SCHOOLS CONTRACTUAL AGREEMENT LOCAL PROGRAM
SY 2016-2017**

I. Parties

Holston Children and Youth Services/Frontier Health and the City of Kingsport for its Kingsport City Schools are the parties to this agreement for alcohol and drug prevention and student assistance services.

II Purpose

This agreement is entered into by the stated parties for the purpose of making provision for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff and students.

III Services

The following services will be provided by Holston Children and Youth Services/Frontier Health to the Kingsport City School System under this agreement. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

Holston Children and Youth Services/Frontier Health Corporate agree to accept the following responsibilities under this contract, and shall provide the services set out below:

A. Training and consultation services for alcohol and other drug related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing prevention to K-12 students. Training will be provided to each of the following target groups within Kingsport City School System:

- a. General population of school personnel as needed
- b. School personnel specifically required to teach drug education units
- c. Elementary school teachers
- d. Core group of self-selected and nominated school personnel willing to commit to in-depth training
- e. Administrators and guidance counselors

2. Holston Children and Youth Services/Frontier Health will provide consultation services to the Kingsport City School System and its personnel as needed throughout the year. Those consultation services may be utilized in the following areas, but are not necessarily limited to these areas:

- a. Review and selection of curricula
- b. Involvement in establishment of school policies related to alcohol and other drug issues
- c. Coordination of local alcohol and drug related services offered within the Kingsport City School System
- d. Consultation with staff
- e. Review and dissemination of current research as related to specific drugs, prevention approaches, model school-based programs, etc.

3. The services outlined above will be provided on an as needed basis.

B. Counseling services for alcohol and drug related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System assessment of individuals referred, individual and group counseling as appropriate, training (when available), coordination with other services, and referral to appropriate services as necessary. These services will be available to the following people:

- a. Students
- b. Parents of students
- c. School personnel (consultation)

2. Counseling services will be provided on a full-time basis with the following guidelines:

- a. Counselors will be available at Dobyns-Bennett High School, John Sevier and Ross N. Robinson Middle Schools four and a half (4.5) days per week.
- b. Counselors will be available to elementary schools on an as needed basis.

IV Financial

Holston Children and Youth Services/Frontier Health agree to maintain necessary records and accounts related to this contract, including personnel and financial records. All expenditures made pursuant to this contract shall be properly supported by payroll records, invoices, orders, contracts, canceled checks and other necessary documentation.

1. Holston Children and Youth Services/Frontier Health will utilize generally accepted accounting procedures in the operation of this contract.

2. Records will be maintained on a July 1 to June 30 fiscal year basis.

3. Financial records shall be retained for a period of five years (5) upon any dissolution of this contract.

4. All finances, including this contract, will be independently audited on a yearly basis by Holston Children and Youth Services/Frontier Health.

5. Written reports of financial operations pertaining to this contract will be made available upon request and/or less than on an annual basis.

6. The contract amount for FY 2016-2017 to be paid by Kingsport City School System for services described herein is \$120,400.00.

7. The contract sum is to be paid in three installments.

V Personnel

Holston Children and Youth Services/Frontier Health assume all responsibility for personnel matters. Personnel involved in services will be employees of Holston Children and Youth Services/Frontier Health Corporate. A criminal background check, which includes fingerprinting, will be required for those working in a position requiring proximity to school children, as noted in T.C.A. 49-5-413. Personnel interaction issues emanating between the two parties will be properly documented and communicated to insure the cooperative and constructive relationship between the parties and of the appropriate functioning of the services in operation.

VI Public Relations

Public relations activities pursuant to the promotion, explanation, display, representation, and orientation to community of the said service agreement and its operation will be developed and implemented as a joint negotiation of the parties in the agreement.

VII Compliance

Both parties agree to comply with the following statutes, regulations, standards, policies, and procedures in the operation of the program, which is subject of this contract:

1. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.

2. Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices.

VIII Scope of Agreement

This contract, including any exhibits, constitutes the entire agreement between Holston Children and Youth Services/Frontier Health and the City of Kingsport for its Kingsport City School System for the operation of said Student Assistance Program. Any alterations, amendments, or modifications in the provisions of this agreement shall be in writing, signed by the parties, and attached hereto.

IX Severability of Agreement

Each paragraph and provision of this agreement is severable from the entire agreements; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

X Termination of Agreement

This agreement may be terminated under the following circumstances:

1. By mutual agreement

2. Non-renewal requires a 60-day notice, unless prior agreement by both parties is made

XI Length of Agreement

This agreement shall become effective August 1, 2016 and remain in effect until June 30, 2017.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FRONTIER HEALTH
Holston Children and Youth Services

And

City of Kingsport for its
KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT

LOCAL PROGRAM

SY 2016-2017

I Parties

Holston Children and Youth Services/Frontier Health and the City of Kingsport for its Kingsport City Schools are the parties to this agreement for alcohol and drug prevention and student assistance services.

II Purpose

This agreement is entered into by the stated parties for the purpose of making provision for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff and students.

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The following services will be provided by Holston Children and Youth Services/Frontier Health to the Kingsport City School System under this agreement. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

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 - d. Core group of self-selected and nominated school personnel willing to commit to in-depth training
 - e. Administrators and guidance counselors
2. Holston Children and Youth Services/Frontier Health will provide consultation services to the Kingsport City School System and its personnel as needed throughout the year. Those consultation services may be utilized in the following areas, but are not necessarily limited to these areas:
- a. Review and selection of curricula
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- e. Review and dissemination of current research as related to specific drugs, prevention approaches, model school-based programs, etc.
- 3. The services outlined above will be provided on an as needed basis.
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 - 1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System assessment of individuals referred, individual and group counseling as appropriate, training (when available), coordination with other services, and referral to appropriate services as necessary. These services will be available to the following people:
 - a. Students
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- 2. Records will be maintained on a July 1 to June 30 fiscal year basis.
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- 4. All finances, including this contract, will be independently audited on a yearly basis by Holston Children and Youth Services/Frontier Health.

5. Written reports of financial operations pertaining to this contract will be made available upon request and/or less than on an annual basis.
6. The contract amount for FY 2016-2017 to be paid by Kingsport City School System for services described herein is \$120,400.00.
7. The contract sum is to be paid in three installments.

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Holston Children and Youth Services/Frontier Health assume all responsibility for personnel matters. Personnel involved in services will be employees of Holston Children and Youth Services/Frontier Health Corporate. A criminal background check, which includes fingerprinting, will be required for those working in a position requiring proximity to school children, as noted in T.C.A. 49-5-413. Personnel interaction issues emanating between the two parties will be properly documented and communicated to insure the cooperative and constructive relationship between the parties and of the appropriate functioning of the services in operation.

VI Public Relations

Public relations activities pursuant to the promotion, explanation, display, representation, and orientation to community of the said service agreement and its operation will be developed and implemented as a joint negotiation of the parties in the agreement.

VII Compliance

Both parties agree to comply with the following statutes, regulations, standards, policies, and procedures in the operation of the program, which is subject of this contract:

1. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
2. Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices.

VIII Scope of Agreement

This contract, including any exhibits, constitutes the entire agreement between Holston Children and Youth Services/Frontier Health and the City of Kingsport for its Kingsport City School System for the operation of said Student Assistance Program. Any alterations, amendments, or modifications in the provisions of this agreement shall be in writing, signed by the parties, and attached hereto.

IX Severability of Agreement

Each paragraph and provision of this agreement is severable from the entire agreements; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

X Termination of Agreement

This agreement may be terminated under the following circumstances:

1. By mutual agreement
2. Non-renewal requires a 60-day notice, unless prior agreement by both parties is made

XI Length of Agreement

This agreement shall become effective August 1, 2016 and remain in effect until June 30, 2017.

President, Frontier Health

Date

Mayor, City of Kingsport

Date

APPROVED AS TO FORM

City Attorney

ATTEST

City Recorder



AGENDA ACTION FORM

Apply and Accept a Section 5307 Capital/Operating Grant from the U.S. Department of Transportation

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

Action Form No.: AF-81-2017
 Work Session: April 17, 2107
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: KATS Staff
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the Board of Mayor and Aldermen is required to approve an ordinance and resolution authorizing the filing of an application with the Department of Transportation under the Urban Mass Transportation Act of 1964, as amended. This application provides Capital and operating funding for the daily operation of transit services and funding to purchase two replacement vehicles for bus service and two ADA/Handicapped vans.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
Purchase 2 Mini-Buses	18,750	18,750	212,500	250,000
Purchase 2 Vans	9,375	9,375	106,250	125,000
Capital Assistance (80%) Federal; (10%) Local; (10%) State				
Preventive Maintenance	17,500	17,500	140,000	175,000
Capital Totals:	\$45,625	\$45,625	\$458,750	\$550,000
Operating Assistance (50%) Federal; (25%) Local; (25%) State	Local	State	Federal	Total
TOTAL Operations	\$384,406	\$384,406	768,812	1,537,623
Total Capital/Operation:	430,031	430,031	1,227,562	2,087,623

Attachments:

- Resolution

Funding source appropriate and funds are available: *ps*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR 2017-2018

WHEREAS, Federal Transit Administration Section 5307 Grant Funds Grant in the total amount of \$2,087,623.00, including a \$430,031.00 local match, are available for operation of a fixed route bus service and ADA/handicapped transportation service for fiscal year 2017-2018; and

WHEREAS, the City of Kingsport must enter into a contract with the Federal Transit Administration to receive the funds under Section 5307 funds; and

WHEREAS, the \$430,031.00 local match will be provided by the city general fund, fare box revenues and income received from leasing of space to the RCAT Center.

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 Federal Transit Administration Section 5307 Grant Funds, in the total amount \$2,087,623.00, including a \$430,031.00 local match, that may include a contract with the Federal Transit Administration available through the Tennessee Department of Transportation for operation of a fixed route bus service and ADA/handicapped transportation service for fiscal year 2017-2018.

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 5th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Assignment of a Lease to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.

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

Action Form No.: AF-94-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Judy Smith/Jeff Fleming
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

The city leases the property at 3101 East Stone Drive. At its March 21, 2017, board meeting the board approved the conveyance of part of the property to the animal shelter. The property conveyed to the animal shelter is the parcel that abuts East Stone Drive. The city retained the back parcel of the property for storm water purposes.

While the lease includes both parcels of property, the property conveyed to the animal shelter is the useable portion of the property and is the part of the property used by the lessee, CMH Homes, Inc. The lease is a month to month lease, and the rent is \$100 per month. It can be terminated at the end of any month on not less than ten days written notice to CMH Homes, Inc.

Since the animal shelter now owns the useable portion of the property, assignment of the lease to the animal shelter is possible. An assignment would give the animal shelter control of the lease, including the obligation and right to terminate the lease pursuant to the provisions therein (30 day notice to terminate the lease at the end of a month). It would allow the animal shelter to receive the rental payments.

The attached resolution approves assignment of the lease to the animal shelter and authorizes the mayor to execute the assignment on behalf of the city. A location map of the property is attached showing the portion of the property conveyed to the animal shelter and the portion retained by the city. The portion shaded in blue in the portion of the property conveyed to the animal shelter.

Attachments:

1. Resolution
2. March 1997 Lease
3. Location Map

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ASSIGNMENT OF A LEASE TO
THE SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL
CONTROL CENTER, INC. AND AUTHORIZING THE MAYOR TO
EXECUTE THE ASSIGNMENT AND ALL DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THIS RESOLUTION

WHEREAS, the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. is a nonprofit corporation formed by Sullivan County, Bluff City, and Kingsport for the purpose of providing, among other, animal control services, to citizens in the unincorporated area of the county, and in the city limits of Bluff City and Kingsport; and

WHEREAS, the city recently conveyed a parcel of real property located at 3101 East Stone Drive to the Animal Control Center for a proposed animal shelter; and

WHEREAS, that parcel, along with a parcel owned by the city, is subject to a lease dated March 1, 1999, with Loving Homes, Inc. and CMH Homes, Inc. became the lessee by assignment from the United States Bankruptcy Court; and

WHEREAS, the city would like to assign the lease with CMH Homes, Inc. to the Animal Control Center which would give it control of the lease, including the obligation and right to terminate the lease pursuant to the provisions therein (30 day notice to terminate the lease at the end of a month), and to receive the rental payments.

Now therefore,

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

SECTION I. That the March 1, 1999 lease with the current lessee, CMH Homes, Inc., is assigned to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc., and said assignment 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, a Lease Assignment to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. and all other documents necessary and proper to effectuate the purpose of the assignment, said assignment as follows:

ASSIGNMENT

This Assignment is made this ____ day of _____, 2017, by the City of Kingsport (herein "Assignor") to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. (herein "Assignee").

WITNESSETH:

Assignor, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged hereby assigns, transfers, and delivers to Assignee all of its right, title, and interest as lessor in and to the lease Assignor as with Loving Homes, Inc., now CHM Homes, Inc., a copy of which is attached hereto as Exhibit A pertaining to the real property described therein. Assignor also assigns to Assignee any rentals paid by lessee under said lease after the date hereof.

Assignee accepts the assignment and assumes all obligations of Assignor, as the lessor under said lease after the date hereof.

Assignee agrees to be responsible for all claims, causes of action, or damages arising out of or in any way connected with the lease after the date hereof.

This Assignment shall be binding upon and inure to the benefit of the successors of the parties.
Executed as of this ____ day of _____, 2017, by the undersigned acting through their duly
authorized representatives.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

LEASE AGREEMENT

THIS LEASE, effective as of the 1st day of March 1997, by and between the City of Kingsport, a municipal corporation, hereinafter called "City", and Loving Homes, Inc., a Tennessee corporation, d/b/a Loving Mobile Homes, herein called "Lessee".

WITNESSETH:

1. For the consideration and for the time and subject to the provisions hereinafter stated, City leases to Lessee, on a month-to-month basis, a tract of land hereinafter referred to as "Leased Premises" situated on East Stone Drive in Kingsport, Sullivan County, Tennessee, being fully described in Exhibit "A" attached hereto and incorporated herein by reference. This Lease is subject to the terms, covenants and conditions herein set forth and the Lessee covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by him to be kept and performed.

2. Lessee shall pay City as rent for said Leased Premises the sum of One Hundred dollars (\$100.00) per month in United States currency, beginning March 1, 1997. Rental for each month is payable on the first day of each month to the City of Kingsport. A late charge of Ten dollars (\$10.00) will be charged on all rental payments not received in full on or before the fifth (5th) day of each month. An additional late charge of Ten dollars (\$10.00) per day will be charged for every day after the fifteenth (15th) day of each month that rent is not received by City. Lessee hereby waives demand for rent.

3. This Lease shall be effective March 1, 1997, and shall continue in effect from month to month thereafter, subject to termination as follows:

(a) Either party may terminate the Lease as of the last day of any month on not less than ten (10) days written notice to the other party.

(b) City shall have the right to terminate the Lease effective immediately upon notice to Lessee, and without liability to Lessee, in the event of Lessee's failure to pay any part of the rent when due or to perform, when required hereby, any obligations hereunder. Termination by City under this Subparagraph (b) shall not constitute a waiver of any right to collect unpaid rent, or any right on account of Lessee's breach of contract. Any termination occurring under the provisions of this Paragraph 3 shall be effective without demand for rent or reentry. City's waiver of or failure to enforce any right on account of Lessee's delay or failure in paying rent or in performing any obligation of the Lessee hereunder shall not constitute a waiver of any subsequent such delay or failure.

4. Lessee shall use the Leased Premises for the storage of mobile homes and for no

other purpose. Lessee shall not do or permit anything to be done on or about the Leased Premises or bring or keep anything thereon that is not within the permitted use of the Leased Premises. Lessee shall not cause, maintain or permit any nuisance in, on or about the Leased Premises nor shall Lessee commit, or allow to be committed, any waste in or upon the Leased Premises. Lessee shall not use or permit the use of the Leased Premises, or any part thereof, for any unlawful purpose and shall not cause or allow the existence on the Leased Premises of any hazardous or unsightly condition whatever, all to the satisfaction of the City.

5. Lessee shall not use the Premises, or permit anything to be done in or about the Leased Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Leased Premises. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether City be a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between City and Lessee.

6. City shall not be obligated to make any repairs or replacements to any of the Leased Premises. Lessee has examined the Leased Premises and is satisfied with its condition and assumes full responsibility for its adequacy for Lessee's purposes.

7. All personal property of Lessee, its agents and assigns, taken upon the Leased Premises shall be at the sole risk of Lessee, and City shall have no liability to Lessee, its agents and assigns for destruction, damage or theft of any property of Lessee or of its agents and assigns on said land, regardless of the cause of such destruction, damage or theft. City does not have insurance coverage on any of Lessee's property. The safety and security of storage facilities is not the responsibility of City and Lessee is advised that all property placed in storage during the term of this Lease or thereafter, is at Lessee's own risk, the execution of this Lease evidencing that Lessee has been so notified. Insurance on any property, if desired by Lessee, shall be carried by Lessee at his sole expense.

8. Lessee shall not make or allow to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without first obtaining the written consent of City, and any alterations, additions or improvements to or of said Leased Premises shall at once become a part of the realty and belong to City and shall be surrendered with the Leased Premises. In the event City consents to the making of any alterations, additions or improvements to the Leased Premises by Lessee, the same shall be made by Lessee at his sole cost and expense. Upon expiration or sooner termination of the term hereof, Lessee shall, upon written demand by City, at Lessee's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions or improvements made by Lessee, designated by City to be removed, and Lessee shall, forthwith and with all due diligence, at his sole cost and expense, repair any damage to the Leased Premises caused by such removal. Lessee, upon written consent of City, may make reasonable improvements to the Leased Premises thereto in accordance with good building practices, and Lessee, upon written consent of City, may make other additions which are reasonable and proper in the operation of a mobile home storage area. Any such improvements and additions shall become the property of City and shall not be removed from

the Leased Premises without City's written consent.

9. Lessee shall maintain the Leased Premises and all personal property located thereon in a good and proper manner, and shall pay all necessary and reasonable expenses in connection with such maintenance and upkeep.

10. Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee.

11. Lessee shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet or assign said Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants and invitees of Lessee excepted) to occupy or use said Leased Premises or any portion thereof, without first obtaining written consent of City, which consent need not be given and shall be at City's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Lessee of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of City, constitute a default under the terms of this Lease.

12. Lessee shall indemnify and hold harmless City against and from any and all claims arising from Lessee's use of the Leased Premises or from the conduct of his business and from any activity, work or other things done, permitted or suffered by Lessee in or about the Leased Premises, and shall further indemnify and hold harmless City against and from any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or negligence of Lessee, or any officer, agent, employee, guest or invitee of Lessee, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against City by reason of such claim, Lessee, upon notice from City, shall defend the same at Lessee's expense by counsel reasonably satisfactory to City. Lessee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises, from any cause; and Lessee hereby waives all claims in respect thereof against City. Lessee shall give prompt notice to City in case of casualty or accidents on the Leased Premises.

13. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease at its sole cost and expense, a policy of comprehensive public liability insurance in the sum of not less than One Million dollars (\$1,000,000.00) insuring City and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder to City. Insurance required hereunder shall be in companies reasonably acceptable to City, and shall name the City as an additional insured on all such policies. Any failure or non-coverage by such policy shall not affect the indemnity or hold harmless provisions of this Lease Agreement. The policy or policies shall contain a provision that they may not be canceled without first giving City not less than fifteen (15) days prior written notice. Duplicate policies or certificates of all such insurance shall be delivered to City not less than ten (10) days

prior to each effective date.

14. Lessee shall maintain such insurance as will protect City from any claims for damages for personal injuries, including death, of any person whomsoever, and from claims on account of property damage which may arise in connection with the Lease and with the contractual obligations undertaken by Lessee hereunder. Such insurance shall be taken with a company or companies satisfactory to the City, and shall include public liability insurance in at least the sum of One Million Dollars (\$1,000,000.00) for injuries to any one person and for any one accident, and shall name City as an additional insured. Such insurance shall be specifically endorsed to show that the contractual liability undertaken by Lessee is insured.

15. Upon termination of this Lease, Lessee shall immediately remove from the Leased Premises its personal property and shall surrender to City possession of the Leased Premises and facilities erected thereon. Should City find it necessary to resort to legal proceedings to obtain possession, Lessee shall pay City reasonable attorney's fees incurred.

16. (a) As used in this Lease, the term "Hazardous Material" shall mean any substances defined as or included within the definition of "hazardous substances", "hazardous pollutants", "oil", or "toxic pollutants", as those terms are used in the Resource Conservation and Recovery Act (42 U.S.C. § 9601 et seq.), including Appendix IX of 40 C.F.R. Part 264 adopted thereunder; the Clean Water Act, (33 U.S.C. § 1251, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. § 6901, et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986; Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Clean Air Act (42 U.S.C. § 7401 et seq.). All such laws and like statutes or regulations are collectively referred to herein as "Environmental Laws".

(b) Lessee covenants and agrees from the date hereof and so long as this Lease shall remain in effect not to cause or permit the presence, use, generation, release, threat of release, discharge, storage, disposal or transportation of any Hazardous Materials on, under, in, about, near, to or from, the Leased Premises. Notwithstanding the foregoing, Lessee hereby covenants and agrees to remove from the Leased Premises all Hazardous Materials placed thereon by it, and to comply in all respects with all federal, state and local governmental laws and regulations governing such removal.

Lessee warrants and represents that any use, storage, treatment or transportation of Hazardous Materials which has occurred in or on the Leased Premises during its possession of the Leased Premises under prior lease has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Lessee additionally warrants and represents that, to the best of its knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Materials has occurred in, on or under the Leased Premises and that the Leased Premises is free of Hazardous Materials as of the date hereof.

(c) Lessee agrees to exonerate, indemnify, pay and protect, defend (with counsel reasonably approved by City) and save City, and officers, employees, agents and successors of City, harmless from and against and to reimburse said parties for all claims (including without limitation, third party claims whether for personal injury or real or personal property damage or otherwise), actions, administrative proceedings (including informal proceedings), judgments,

damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses, including reasonable attorneys' and paralegals' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the presence, suspected presence, release, threat of release, or suspected release of any Hazardous Materials in or into the air, soil, groundwater or surface water at, on, about, under or within the Leased Premises or any portion thereof, of Hazardous Materials. The indemnification provided in this paragraph shall specifically apply to and include claims or actions brought by or on behalf of employees of Lessee, and Lessee hereby expressly waives any immunity to which Lessee may otherwise be entitled under any industrial or worker's compensation laws. In the event City shall suffer or incur any such Costs, Lessee shall pay such Costs to City upon demand. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover Costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions, any cleanup, containment, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any nongovernmental entity or person pursuant to any law, regulation or ordinance because of the presence, suspected presence, release, threatened release, or suspected release of any Hazardous material in or into the air, soil, groundwater or surface water at, on, about, under or within the Leased Premises (or any portion thereof), or elsewhere of Hazardous materials and any claims of third parties for loss or damage due to such Hazardous Material.

(d) If any investigation or monitoring of site conditions or any cleanup, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreements affecting the Leased Premises because of, or in connection with any occurrence or event described herein, Lessee shall either perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement, or shall promptly reimburse City for the cost of such Remedial Work. If Lessee performs the Remedial Work, all Remedial Work shall be performed by one or more contractors, selected by Lessee and approved in advance in writing by City, and under the supervision of a consulting engineer, selected by Lessee and approved in advance in writing by City. Otherwise, Lessee shall select the contractor(s) and the consulting engineer. All costs and expenses of such Remedial Work shall be paid either directly, or in the form of reimbursement to City, by Lessee including, without limitation, the charges of such contractor(s) and/or the consulting engineer, and City's reasonable attorneys' and paralegals' fees and costs incurred in connection with monitoring or review of such Remedial Work. If Lessee shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion such Remedial Work, City may cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Costs within the meaning of Paragraph (c) above. All such Costs shall be due and payable upon demand therefor by City.

(e) Lessee shall give notice to City of any claim, action, administrative proceeding (including informal proceedings) or other demand by any governmental agency or other third party involving Costs at the time such claim or other demand first becomes known to Lessee. Receipt of any such notice shall not be deemed to create any obligation on City to defend or otherwise respond to any claim or demand.

(f) The covenants, agreements, obligations, and requirements of this Paragraph 16 (a)-(f) shall remain in effect after any termination of this Lease Agreement.

17. If any default is made in the payment of rent, City reserves the right, at City's sole option, to declare immediately and without notice this Lease in default and terminated, and to enter and take possession of the premises in any manner allowed by law or, at City's sole election, City may enter and take possession without termination of the Lease. Lessee hereby expressly waives any requirement of written notice of nonpayment of rent by City. In the case of any other noncompliance by Lessee with any of the terms, covenants and conditions of this Lease, then City may at City's sole option terminate this Lease; or City may exercise any other right or remedy available City under applicable law or this Lease. Lessee shall be liable for all loss (including loss of rents) or damage resulting from such default and/or termination. City shall have the right to relet the premises and may hold Lessee liable for any loss or damage sustained. Upon any termination or default of this Lease, Lessee agrees to give quiet and peaceful possession of the premises to the City.

18. If Lessee remains in possession of the Leased Premises or any part thereof after expiration of the term hereof without express written consent of City, then Lessee's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

19. Lessee must notify City of any anticipated absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. Lessee's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be *prima facie* evidence of abandonment. City is then expressly authorized to enter the premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages of any kind whatsoever. City may remove and store all personal items belonging to Lessee and others. If Lessee does not claim said personalty within an additional thirty (30) days, City may, at its sole discretion, sell or dispose of said personalty in any manner whatsoever, and apply the proceeds of said sale to unpaid rents, damages, storage fees, sale costs, court costs, advertisement and attorneys' fees. After payment of such expenses, any balance is to be held by the City for the Lessee for a period of six (6) months subsequent to the sale date. If not claimed by the Lessee during this time said balance will become the property of City. City may, at its discretion, upon default, termination or abandonment, as agent for Lessee relet the premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rents payable by virtue of such reletting, and at City's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by City by means of such reletting. Abandonment of the premises shall also constitute a default.

20. Lessee shall be responsible for arranging for and paying for all utility services required on the Leased Premises, including but not limited to electricity, water and sewer.

21. City reserves, and shall at any and all times have, the right to enter the Leased Premises to inspect the same, to repair the Leased Premises and any portion of the building of which the Leased Premises are a part that City may deem necessary or desirable. City shall have

the right to use any and all means which City may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to Lessee.

22. This Lease shall be binding upon, inure to the benefit of and be enforceable by Lessee and City and their respective successors and assigns, including (without limitation) any assignee or purchaser of all or any portion of the City's interest in the Leased Premises.

23. Any notice to the City hereunder may be given by sending it by Certified Mail, Return Receipt Requested, addressed to City Recorder, 225 West Center Street, Kingsport, Tennessee 37660. Any notice to the Lessee hereunder may be given by sending it by Certified Mail, Return Receipt Requested, addressed to the Lessee, 3051 E. Stone Drive, Kingsport, Tennessee 37660; or to such other address as Lessee shall designate by notice in writing to City. Any notice by mail shall be considered given on the day it is placed in the Post Office at Kingsport, Tennessee.

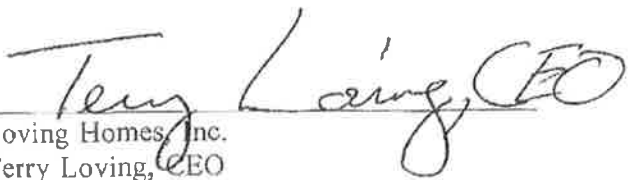
24. The terms and provisions hereof are severable such that if any term or provision is declared or found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions of this Lease. Any such invalid or unenforceable term or provision shall be amended and interpreted in such a manner so as to make it valid and enforceable, but keeping it as close to its original meaning as possible.

25. In the event that *ad valorem* taxes are levied upon the Leased premises by Sullivan County, Lessee shall be liable for, and timely pay, any and all such *ad valorem* taxes to Sullivan County and the City of Kingsport as may be assessed.

26. This Lease Agreement shall constitute the entire agreement between the parties hereto. This Lease Agreement shall not be altered or in any way modified unless by written consent of all parties.

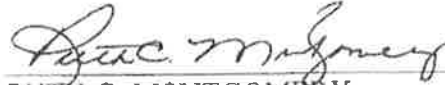
WITNESS the signatures of the parties hereto, on duplicate originals the date first above written.

LESSEE


Loving Homes, Inc.
Terry Loving, CEO

LESSOR

CITY OF KINGSPORT, TENNESSEE



RUTH C. MONTGOMERY

Mayor

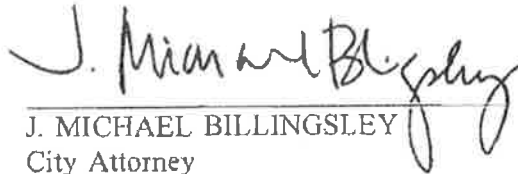
ATTEST:



KEITH E. SMITH

City Recorder

APPROVED AS TO FORM:



J. MICHAEL BILLINGSLEY

City Attorney

**STATE OF TENNESSEE
COUNTY OF SULLIVAN**

Before me, S. Renee Booth, a notary public of the state and county aforesaid, personally appeared TERRY LOVING, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be president (or other officer authorized to execute the instrument) of LOVING HOMES, INC., the within named bargainor, a corporation, and that he as such Terry Loving, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO.

Witness my hand, at office, this 21st day of March, 1997.





Tennessee Property

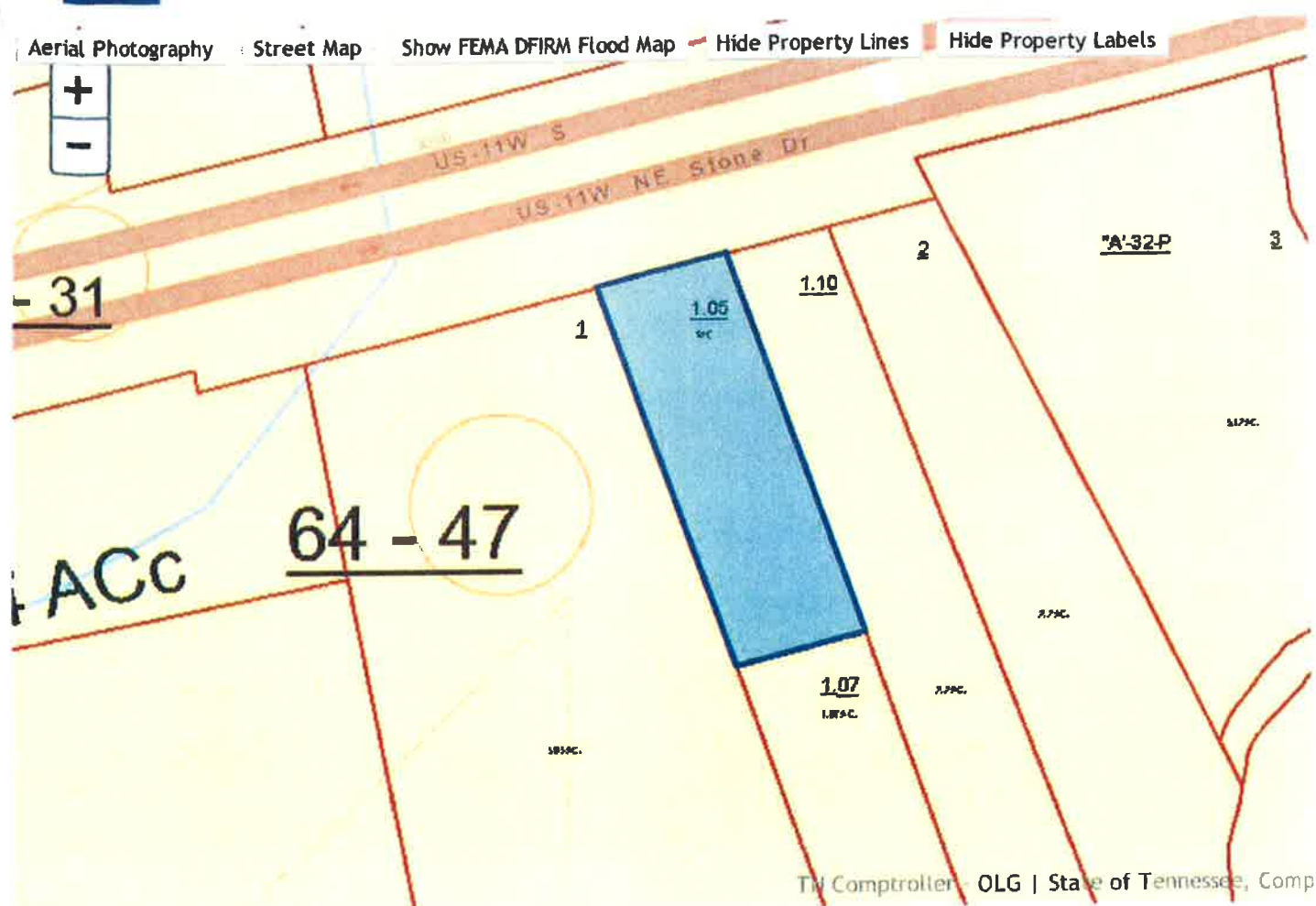
Aerial Photography

Street Map

Show FEMA DFIRM Flood Map

Hide Property Lines

Hide Property Labels





AGENDA ACTION FORM

Amending Hazen and Sawyer Professional Service Agreement for Design of Water Treatment Plant Chemical Feed Facilities

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

Action Form No.: AF-95-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On August 8, 2016, the City entered into an agreement with Hazen and Sawyer for preliminary design of the water treatment chemical feed system improvements. The preliminary design included a chemical capacity analysis evaluating chemical needs to meet current and future water demand, impacts of future regulations, use of alternative disinfection and logistic requirements necessary to maintain plant operations.

This amendment request provides for final design of water treatment plant chemical feed system, including conversion to bulk bleach disinfection. Total amendment request is \$305,300. Funding is identified in WA1700 and 411-5003-501-2020.

Original Contract Amount	\$ 91,060.00
Contract Amendment 1	\$305,300.00
Current Contract Amount	\$396,360.00

Attachments:

1. Resolution
2. Hazen and Sawyer Proposal
3. Preliminary Design Layout

Funding source appropriate and funds are available: js

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Oltman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH HAZEN AND SAWYER FOR THE DESIGN OF THE WATER TREATMENT PLANT CHEMICAL FEED AND STORAGE IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in August, 2016, the city entered into an agreement with Hazen and Sawyer for the preliminary phase of the design of the water treatment plant chemical feed and storage improvements; and

WHEREAS, the city would like to amend the agreement to complete the final design; and

WHEREAS, the amendment allows for the final design including conversion to bulk bleach disinfection; and

WHEREAS, the amendment is in the amount of \$305,300.00 and the funding is identified in WA1700 and 411-5003-501-2020.

Now therefore,

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

SECTION I. That an amendment to the agreement with Hazen and Sawyer is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Hazen and Sawyer and all other documents necessary and proper to effectuate the purpose of 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 that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615-783-1515

February 8, 2017

Ms. Niki Ensor, P.E.
Water/Wastewater Manager
City of Kingsport
620 W. Industry Dr.
Kingsport, TN 37660

Re: Proposal for Amendment #1
Design of the Water Treatment Plant Chemical Feed and Storage Improvements

Dear Niki:

Hazen and Sawyer (Hazen) is pleased to provide an amendment to our existing agreement for the final design of the Chemical Feed and Storage Improvements at the Kingsport Water Treatment Plant. As you know, Hazen has completed the Preliminary Engineering Report (PER) phase, and this scope includes continuing on with the design phase of the project.

The following sections outline our proposed scope of work.

Detailed Design (30%, 60%, 90% and 100%). Hazen will begin detailed design of the selected improvements identified in the PER. The detailed design phase will consist of producing plans and technical specifications for the project and will utilize the City's front-end contractual documents. The City's standard details will also be incorporated into the design as appropriate. The following are the assumed project elements:

- Survey and geotechnical investigation (4 borings and a report) that are to be completed by local subcontractors.
- Design of a new chemical feed building and an outside bulk chemical storage area. The building will house the new day tank storage and transfer/feed pumping systems for the coagulant, hypochlorite, permanganate, zinc orthophosphate, and fluoride treatment chemicals. Also, it will allocate space to house the future coagulant aid polymer (CAP). The outside bulk chemical storage area will be designed adjacent to the chemical building with bulk tanks provided for the coagulant, sodium hypochlorite, sodium permanganate, zinc orthophosphate, and fluoride treatment chemicals. It is assumed that the housing over the bulk storage tanks shall be designed to be the equivalent of an awning or three-sided structure minimizing the exposure to the outside elements.
- Modifications to the access drive for the chemical delivery with truck unloading containment area.
- New chemical feed yard piping including bulk and day tank.
- The existing chemical feed systems to be demolished. Equipment to be removed and holes in walls and/or the roof to be patched.

A. Permitting: Hazen will submit required documents to state and local regulatory agencies for approval as needed to acquire necessary permits for construction. The following are anticipated for this project:

- TDEC NPDES (assumed disturbed area is < 1 acre)
- TDEC WPC (plans approval)

B. Deliverables: Hazen will submit design drawings and specifications at 30%, 60%, 90%, and 100%. Items to be included are as follows:

- Full size drawings (3 sets)
- Project Manuals (3 sets)
- Completed regulatory permits applications
- Opinion of Probable Construction Cost (OPCC)
- Workshop Meeting Summaries


C. Meetings: The project team (Hazen and the City) will have in-person project review workshops at the plant to solicit feedback from the City staff at the 30%, 60%, and 90% design milestones (total of 3 workshop meetings).

Hazen proposes to perform this scope of services for a not-to-exceed fee of **\$305,300**, to be invoiced monthly based on established hourly rates and time documented, plus expenses. Hazen will begin work immediately upon notice to proceed (NTP). The design will be completed and submitted to Kingsport for bid within **6 months of the NTP**.

No out of scope work will be performed without prior written approval by Kingsport. If unforeseen conditions or consulting needs arise beyond what is specifically mentioned in the Scope of Services above, and upon prior written approval by Kingsport, Hazen will provide the additional service on an hourly basis based on the established rates between the City and Hazen. Bidding and Construction phase services are not included within this scope, but a scope of these services can be provided at the end of the design phase for the City's review and approval.

As always we appreciate the opportunity and look forward to working with the City to complete this project. Please contact Caleb Sanders or myself if you have any questions or require any additional information.

Sincerely,



Scott Woodard, P.E.
Vice President

cc: Caleb Sanders, P.E. (Project Manager)

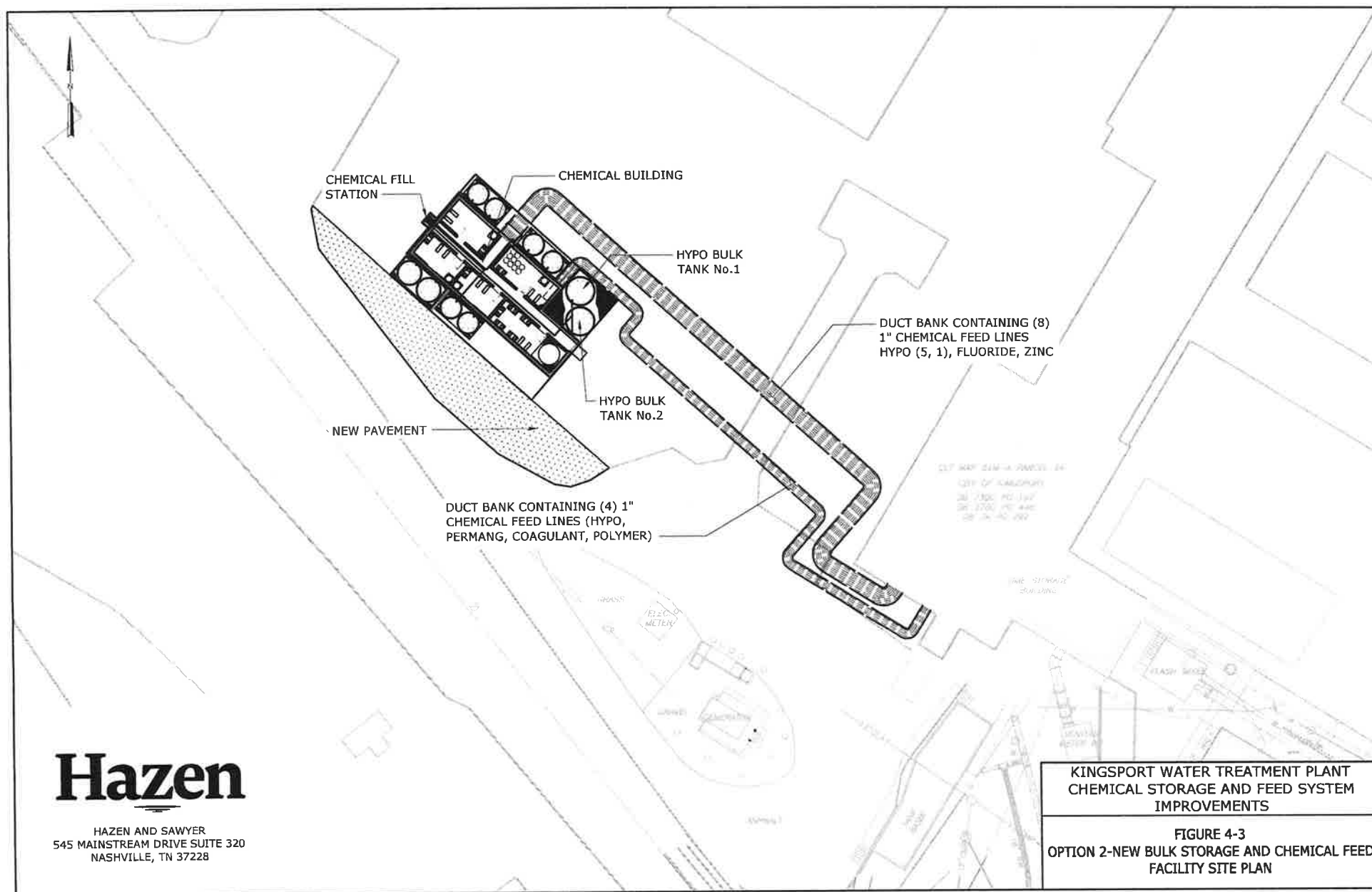
City of Kingsport
Chemical Storage and Feed Improvements Design
 Fee Estimate

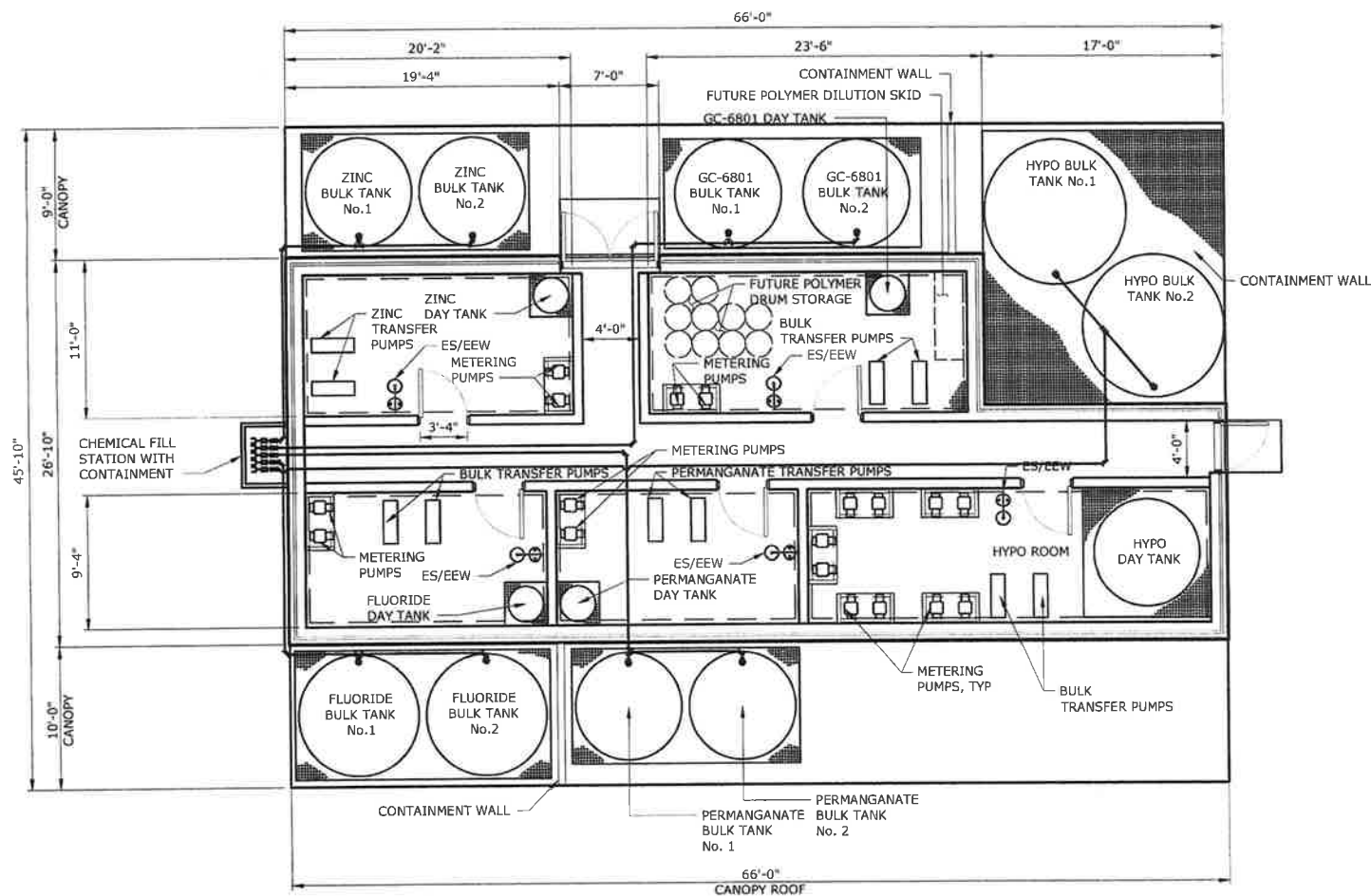
	PD/VP	TA/SA/QC	A	SPE	PE	AE	PD	DD	ADMIN	Total	Fee
Hourly Rate =	\$ 200.00	\$ 195.00	\$ 170.00	\$ 145.00	\$ 130.00	\$ 110.00	\$ 125.00	\$ 105.00	\$ 70.00	Hours	Labor
Task 2: Detailed Design Description											
Project Management and Coordination					40					40	\$ 5,200
Plans and Specifications (30%, 60%, 90% and Final)	4	125	250	200	275	350	360	310	40	1914	\$ 251,275
Survey Coordination and Review			4							4	\$ 680
Geotechnical Coordination and Review			4							4	\$ 680
Workshop Meetings (3 Review Meetings)	8	24	24		30	8		9		103	\$ 16,085
Cost Estimating and Construcability Reviews (30%, 60%, 90% and Final)		24	24		24					72	\$ 11,880
TOTAL =	12	173	306	200	369	358	360	319	40	2137	\$ 285,800

Hazen and Sawyer Labor Classifications
Project Director/Vice President
Technical Advisor/Sr. Associate/Quality Control Associate
Sr. Principal Engineer
Principal Engineer
Assistant Engineer
Principal Designer
Designer/Drafter
Adminstration

Expense Descriptions	Cost
Other Direct Charges (Production, Mileage, etc.)	\$ 7,500
Geotechnica Geotech	\$ 10,000
Survey	\$ 2,000
Expenses Subtotal	\$ 19,500

Detailed Design Subtotal	\$ 285,800
Expenses Subtotal	\$ 19,500
TOTAL FEE FOR PROJECT	\$ 305,300





Hazen

HAZEN AND SAWYER
545 MAINSTREAM DRIVE SUITE 320
NASHVILLE, TN 37228

KINGSPORT WATER TREATMENT PLANT
CHEMICAL STORAGE AND FEED SYSTEM
IMPROVEMENTS

FIGURE 4-4
OPTION 2 NEW BULK STORAGE AND
CHEMICAL FEED FACILITY LAYOUT



AGENDA ACTION FORM

Approving Offers, Approving Tennessee Department of Transportation's Agreements of Sale

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

Action Form No.: AF-92-2017
 Work Session: April 17, 2017
 First Reading: N/A

Final Adoption: April 18, 2017
 Staff Work By: M. Thompson/R. Trent
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In order to utilize grant funds received for the Eastern Greenbelt Extension Project, it will be necessary to purchase portions of twelve (12) tracts of property adjacent to Reedy Creek. This project will connect the existing greenbelt at the Exchange Place and extend it to Cleek Farm.

Appraisals and Review Appraisals have been completed in accordance with the Tennessee Department of Transportation and Federal Highway Administration's guidelines and indicate the fair market values as per the attached property owners.

Funding is available and identified in GP1529.

Attachments:

1. Resolution
2. Eastern Greenbelt Extension Project Offers
3. Location Map

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING OFFERS FOR THE PURCHASE OF TWELVE (12) TRACTS OF REAL PROPERTY FOR THE EASTERN GREENBELT EXTENSION PROJECT; APPROVING TENNESSEE DEPARTMENT OF TRANSPORTATION'S AGREEMENT OF SALE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS FOR EACH PROPERTY ACQUIRED PURSUANT HERETO AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order utilize grant funds received for the Eastern Greenbelt Extension Project, it will be necessary to purchase portions of twelve (12) properties along Reedy Creek; and

WHEREAS, under the guidelines of the grant, the city is required to use the Tennessee Department of Transportation's Agreement of Sale; and

WHEREAS, such acquisition will be in accordance with the city's acquisition policy as well as the acquisition policies of the Tennessee Department of Transportation and the Federal Highway Administration.

Now therefore,

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

SECTION I. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047, Parcel 036.10 owned by Netherland Inn/Exchange Place Association is \$9,100.00, an offer of \$9,100.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION II. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047, Parcel 035.10 owned by Stephen and Cynthia Harville, Trustees is \$6,900.00, an offer of \$6,900.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION III. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047, Parcel 035.05 owned by Wallace and Sharon Alley is \$8,200.00, an offer of \$8,200.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION IV. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047, Parcel 035.00 owned by Cheryl Ann Stanski Living Trust is \$10,700.00, an offer of \$10,700.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION V. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 022.00 owned by James and Robin Broome is \$2,750.00, an offer of \$2,750.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION VI. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 021.00 owned by Ronald and Myra Bumpers, Trustees is \$6,400.00, an offer of \$6,400.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION VII. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 020.00 owned by H. Virgil and Clara Stephens is \$5,000.00, an offer of \$5,000.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION VIII. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 019.00 owned by H. Virgil and Clara Stephens is \$2,750.00, an offer of \$2,750.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION IX. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 018.00 owned by Danny and Virginia Hester is \$3,650.00, an offer of \$3,650.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION X. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 017.00 owned by Danny and Virginia Hester is \$2,950.00, an offer of \$2,950.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION XI. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 016.00 owned by Leslie and Laura Bright is \$3,200.00, an offer of \$3,200.00 is approved, subject to such conditions as set out in the Purchase Agreement for use as a greenbelt pedestrian walkway.

SECTION XII. That pursuant to the appraisal of property indicating the fair market value of the property identified as Tax Map 047E, Group A, Parcel 015.00 owned by William and Rebecca Ketchie is \$16,100.00, an offer of \$16,100.00 is approved, subject to such conditions as set out in the Agreement of Sale for use as a greenbelt pedestrian walkway.

SECTION XIII. 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, an Agreement of Sale for each property listed above, that can be acquired as approved or as provided in the city's acquisition policy and the acquisition policies of the Tennessee Department of Transportation and the Federal Highway Administration and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreements or this resolution, said form of agreement being as follows:

AGREEMENT OF SALE

FEDERAL PROJECT _____ COUNTY SULLIVAN
STATE PROJECT _____ TRACT _____
This agreement entered into on this the _____ day of _____, 2017, between _____, herein after called the Seller and the City of Kingsport, shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City of Kingsport.
A. The Seller hereby offers and agrees to convey to the City of Kingsport right-of-way and easement identified as TRACT _____ on the right-of-way plan for the above referenced project upon the City of

Kingsport tendering the purchase price of \$ _____, said right-of-way and easement being further described on the attached legal description.

B. The City of Kingsport agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City of Kingsport will reimburse the Seller for expenses incident to the transfer of the property to the City of Kingsport. Real estate taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [] Not Applicable [X]

Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and make a part of this Agreement of Sale.

D. Utility Adjustment Not
Applicable [X]

The Seller agrees to make at their expense the below listed repair, relocation or adjustment of utilities owned by them. The purchase price offered includes \$ -0- to compensate the owner for their expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

[Acknowledgements and Description Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 18th day of April, 2017.

JOHN CLARK, MAYOR

ATTEST:

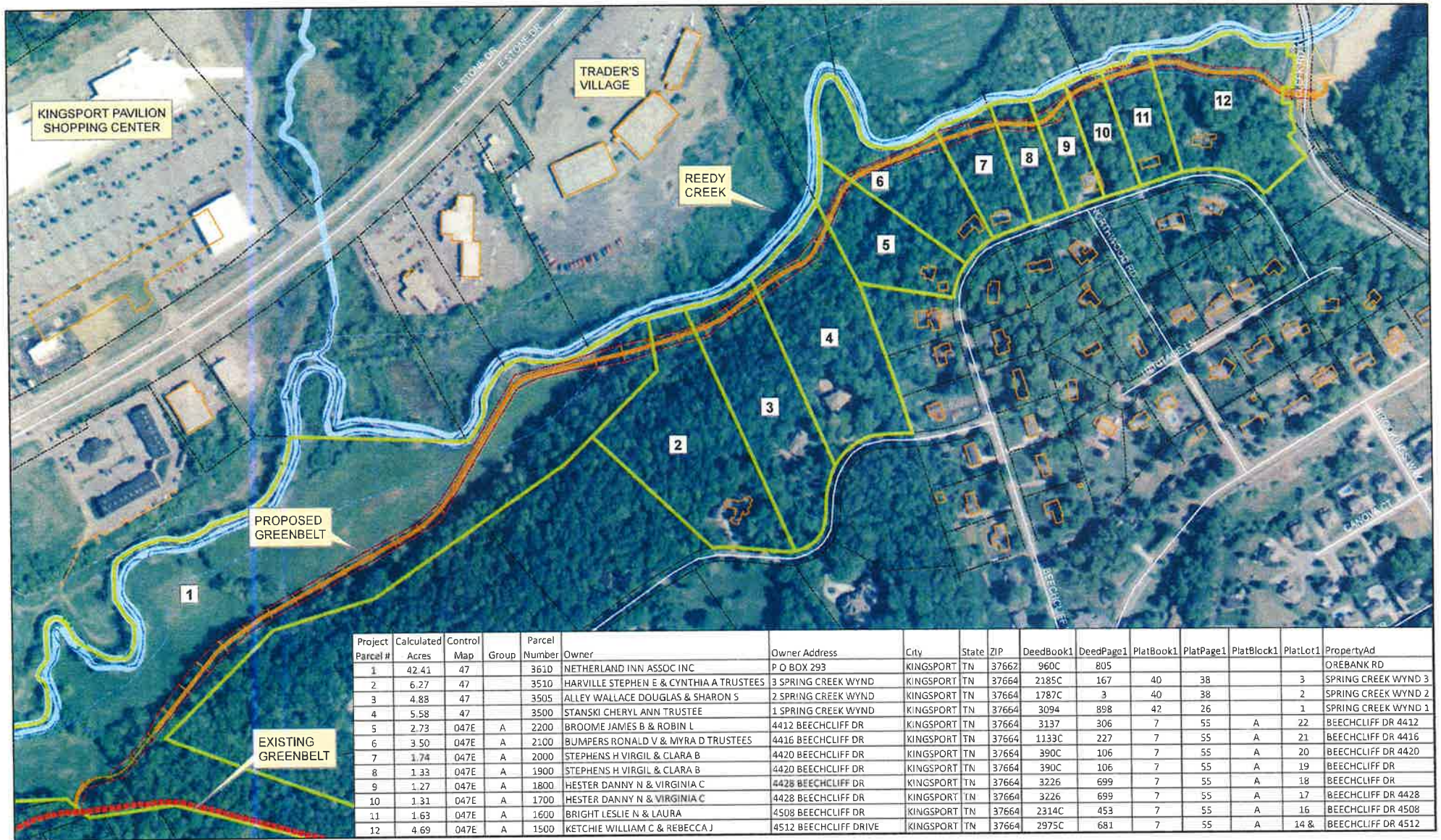
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Eastern Greenbelt Extension Project Offers

<u>Tax Map & Parcel</u>	<u>Property Owner/s</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
#047; 036.10	Netherland Inn/Exchange Place Association P. O. Box 293 Kingsport, TN 37662	ROW 2.77 acres Temp. 0.83 acre	\$8,350.00 \$750.00
#047; 035.10	Stephen & Cynthia Harville, Trustees 3 Spring Creek Wynd Kingsport, TN 37664	ROW 0.22 acre	\$6,900.00
#047; 035.05	Wallace & Sharon Alley 2 Spring Creek Wynd Kingsport, TN 37664	ROW 0.26 acre	\$8,200.00
#047; 035.00	Cheryl Ann Stanski Living Trust 1 Spring Creek Wynd Kingsport, TN 37664	ROW 0.34 acre	\$10,700.00
#047E; A-022.00	James & Robin Broome 4412 Beechcliff Drive Kingsport, TN 37664	ROW 0.12 acre	\$2,750.00
#047E; A-021.00	Ronald & Myra Bumpers, Trustees 4416 Beechcliff Drive Kingsport, TN 37664	ROW 0.28 acre	\$6,400.00
#047E; A-020.00	H. Virgil & Clara Stephens 4420 Beechcliff Drive Kingsport, TN 37664	ROW 0.22 acres	\$5,000.00
#047E; A-019.00	H. Virgil & Clara Stephens 4420 Beechcliff Drive Kingsport, TN 37664	ROW 0.12 acre	\$2,750.00
#047E; A-018.00	Danny & Virginia Hester 4428 Beechcliff Drive Kingsport, TN 37664	ROW 0.16 acre	\$3,650.00
#047E; A-017.00	Danny & Virginia Hester 4428 Beechcliff Drive Kingsport, TN 37664	ROW 0.13 acre	\$2,950.00
#047E; A-016.00	Leslie & Laura Bright 4508 Beechcliff Drive Kingsport, TN 37664	ROW 0.14 acre	\$3,200.00
#047E; A-015.00	William & Rebecca Ketchie 4512 Beechcliff Drive Kingsport, TN 37664	ROW 0.71 acre	\$16,100.00



Proposed Eastern Greenbelt Extension Location Map

1 inch = 300 feet