



AGENDA

BOARD OF MAYOR AND ALDERMEN

CALLED BUSINESS MEETING

Monday, February 6, 2017, 4:30 p.m.

Council Room – 2nd Floor, City Hall

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

II.B. INVOCATION – Vice Mayor Mike McIntire

III. ROLL CALL

IV. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance for Partial Public Alley Closing (AF: 30-2017) (Ken Weems)
 - Ordinance – First Reading

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.

V. ADJOURN



AGENDA ACTION FORM

Consideration of an Ordinance for Partial Public Alley Closing

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

Action Form No.: AF-30-2017
 Work Session: N/A
 First Reading: February 6, 2017

Final Adoption: February 7, 2017
 Staff Work By: J. Harmon & Ken Weems
 Presentation By: Ken Weems

Recommendation:

Approve ordinance closing a portion of the public alley

Executive Summary:

The closure of a public alley that currently bisects the Bray property is a final step prior to the redevelopment of the area into mixed multifamily and retail use. The alley property currently contains both sanitary sewer and stormwater conveyance, both of which will be preserved with easements. As of January 30, 2017, the Planning Department has not received any public comment on the public alley closing ordinance. During their January 2017 regular meeting, the Kingsport Regional Planning Commission voted unanimously to both deem the alley property surplus and send a favorable recommendation for the public alley closing ordinance to the Board of Mayor and Aldermen.

Attachments:

1. Ordinance
2. Staff Report

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

ORDINANCE NO. _____

AN ORDINANCE TO CLOSE A PORTION OF CANAL STREET
LOCATED IN THE 11TH 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 portion of Canal Street, located in the 11th civil district of Sullivan County, approximately 696 feet in length, will be closed upon the effective date of this ordinance; said portion of Canal Street to be closed being further and more particularly described as follows:

Beginning at a 5/8" iron rod (old) said rod located on the easterly sideline of Clinchfield Street and the westerly sideline of a 25 foot alley and being the northeasterly corner to lot 1, desubdivision of lots 24-34, block 28 and part of lots 1-16 and 23, block 28, City of Kingsport (plat book 55, page 420). Thence continuing with the easterly sideline of Clinchfield street north 24 degrees 10 minutes 31 seconds east, a distance of 28.47 feet to a 5/8" iron rod (old), said rod being a corner to lot 2, desubdivision of lots 24-34, block 28 and part of lots 1-16 and 23, block 28, City of Kingsport and in the easterly sideline of a 25 foot alley. Thence along said sideline leaving Clinchfield Street and lot 2, south 37 degrees 14 minutes 27 seconds east, a distance of 697.59 feet to a 5/8" iron rod (old), said rod a corner to lot 2 and Byrd (deed book 704c, page 485). Thence crossing said 25 foot alley south 27 degrees 57 minutes 45 seconds west, a distance of 27.54 feet to a 5/8 inch iron rod(old), said rod a corner to lot 1. Thence along the westerly sideline of said alley and lot 1, north 37 degrees 14 minutes 27 seconds west, a distance of 695.52 feet to the point of Beginning, said parcel contains 0.40 acres, more or less and is a portion of a 25 foot alley located in block 28, City of Kingsport.

SECTION II. 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 _____

Property Information	Alley Closing – Portion of Canal Street				
Address	Canal Street				
Tax Map, Group, Parcel	R-O-W adjacent to Sullivan County Tax Map 461, Group A, Parcels 4-11				
Civil District	11 th Civil District				
Overlay District	N/A				
Land Use Designation	Residential and Retail on either side of the right-of-way				
Acres	+/- .31 acres				
Applicant #1 Information		Intent			
Name: Kingsport Economic Development Board Address: 225 W Center Street City: Kingsport State: TN Zip Code: 37660 Phone Number: (423) 229-9485		Intent: <i>To permanently close a portion of the alley known as Canal Street to public access to allow for further development of the property adjacent to the right-of-way.</i>			
Planning Department Recommendation					
(Approve, Deny, or Defer) The Kingsport Planning Division recommends permanently closing a portion of the alley known as Canal Street to public access: <ul style="list-style-type: none"> Request reviewed by all city departments Portion to be closed is needed to further facilitate development of the adjacent property. Staff Field Notes and General Comments: The KEDB requests permanent closure of a portion of the alley known as Canal Street. The requested vacating area is approximately 698 feet in length and 25 feet in width. The applicant owns the property on either side of this section of Canal Street.					
Planner:	Harmon	Date: 1/10/17			
Planning Commission Action		Meeting Date:	January 19, 2017		
Approval:					
Denial:		Reason for Denial:			
Deferred:		Reason for Deferral:			

PROPERTY INFORMATION**Alley Closing - A Portion of Canal Street**

ADDRESS	Canal Street
DISTRICT, LAND LOT	Sullivan County 11th Civil District, TM 46I, Group A, Parcels 4-11
OVERLAY DISTRICT	N/A
CURRENT ZONING	B-2
PROPOSED ZONING	No Change
ACRES +/- 0.31	
EXISTING USE	Street Right-of-Way
PROPOSED USE	Residential

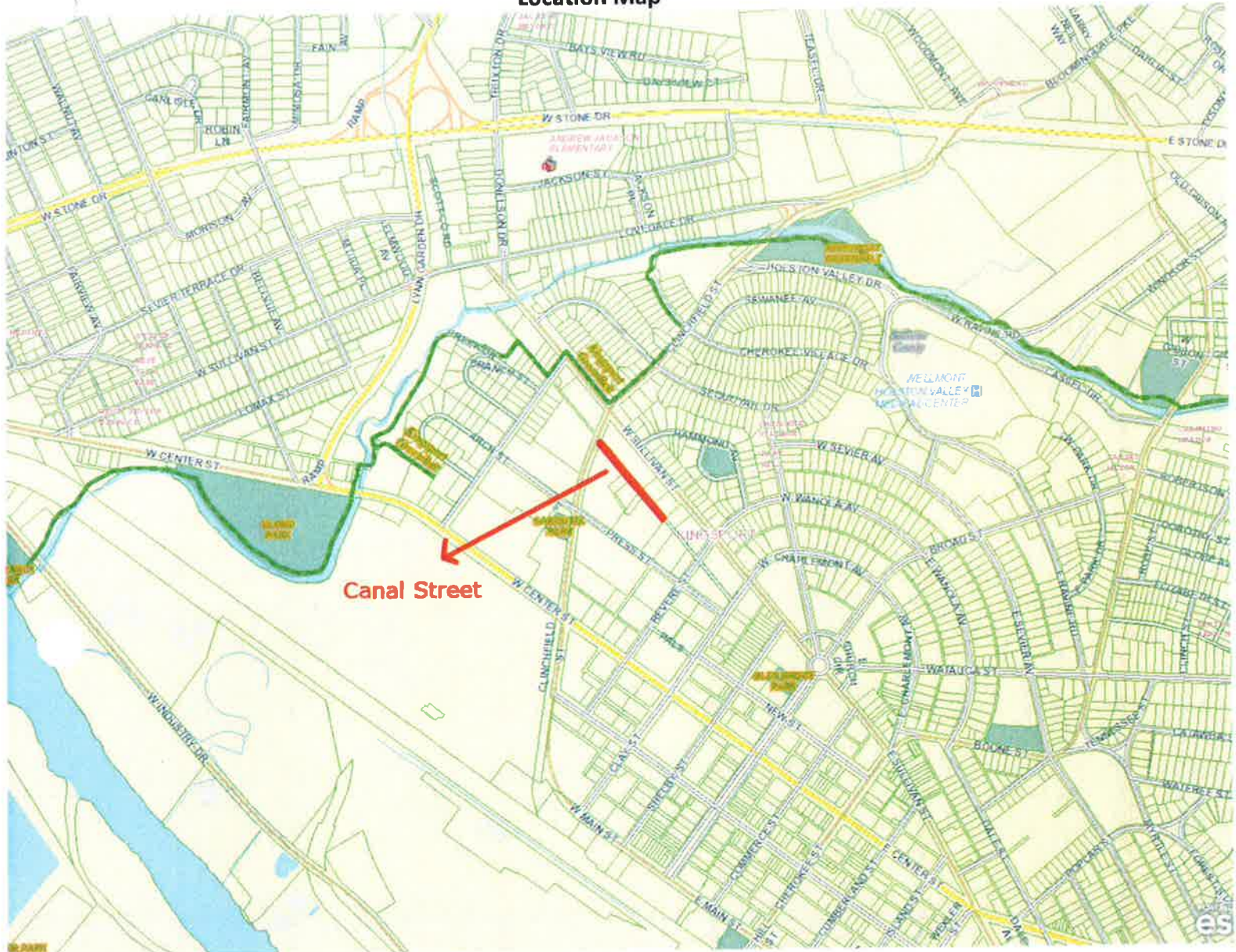
PETITIONER 1: Kingsport Economic Development Board (KEDB)
225 W Center Street Kingsport, TN 37660

INTENT

The applicant is requesting that a portion of the alley known as Canal Street be permanently closed by the City of Kingsport. The area requested to be closed is approximately 698 feet in length and 25 feet in width. The applicant owns the property on both sides of the portion of the alley to be closed. Access for the remaining properties located along Canal Street would still retain access utilizing the portion of Canal Street that intersects with Revere Street.

This request has been reviewed by all city departments and they have responded that there is no need to keep this portion of the alley known as Canal Street open for public access.

Location Map



Surrounding Zoning



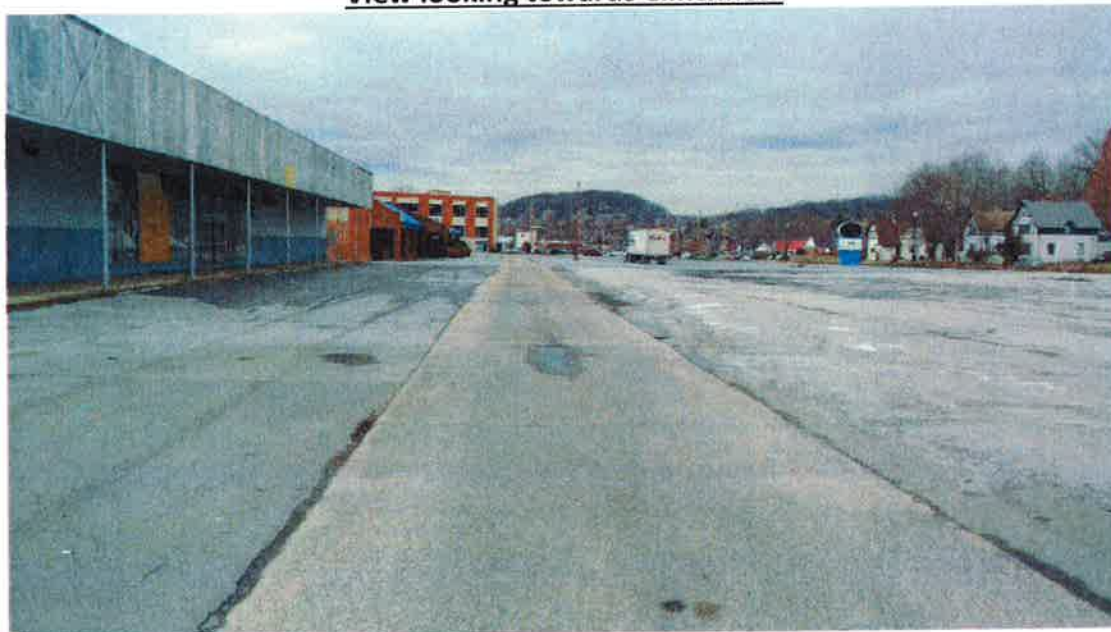
Future Land Use Map



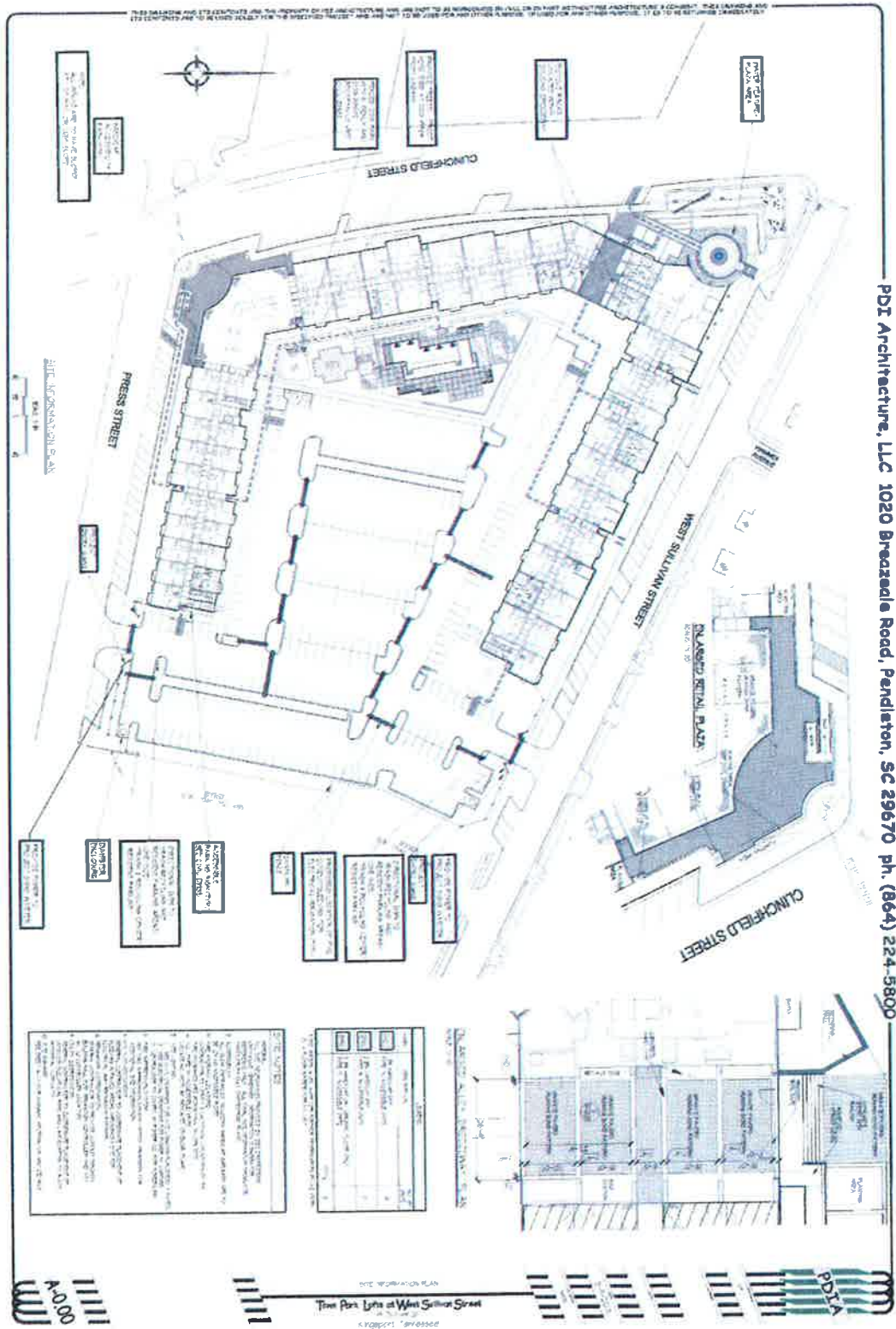
View from Clinchfield



View looking towards Clinchfield



Bray Site Plan



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the closing of approximately 698 feet of the alley called Canal Street.



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, February 6, 2017, following called meeting
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. Quality Neighborhood Improvement Program – Lynn Tully
4. Sales Tax, Wellness Clinic, Safety & Projects Status – Jeff Fleming
5. Review of Items on February 7, 2017 Business Meeting Agenda
6. Adjourn

Next Work Session, February 20, 2017: Downtown Kingsport, ONEKingsport, Kingsport100, Sales Tax, Wellness Clinic, Safety and Projects 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, February 7, 2017



Financial Comments, Judy Smith

Sales tax revenue was under budget for the month of November by \$78,076 and is \$50,044 below last year.

Sales for the month of November are realized in January.

The January monthly report indicates:

November 2015	\$1,446,687
November 2016	\$1,396,643
• \$78,076 Under budget	-5.29%
• \$50,044 under last year's actual	-3.46%
Year to Date 2015	\$7,217,253
Year to Date 2016	\$6,908,512
• \$273,832 under budget	-3.77%
• \$308,741 under last year	-4.07%

Kingsport Employee Wellness, Terri Evans

	01/01/2016 – 12/31/2016	01/01/2017 – 01/28/2017
Total Utilization	94%	82.8%
City – Active Employees	31.0%	46.1%
City – Dependents	19.7%	27.9%
City – Retirees	3.2%	2.7%
Schools – Active Employees	21.4%	Not eligible
Schools – Dependents	11.7%	Not eligible
Schools – Retirees	1.4%	Not eligible
Extended-Patient Services/Other	.6%	0
Work Comp	.2%	.2%
No Show	4.8%	5.9%

Worker's Compensation, Terri Evans

For the months of November and December 2016, the city had no compensable lost time workers compensation claims.

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	5/7/2017	J. Cumby is working on pump station discharge piping, installing rebar in vertical shaft, electricians are preparing to install conduit to generator
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Survey underway.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	2/1/2018	Crews working on tunneling under Lynn Garden Drive. Begin 1/23/17.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Hazen and Sawyer agreement for desgin submittal, bidding and inspection on 1/17/17 BMA meeting agenda.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary Plans revised alignment approved by staff and consultant released to ROW plan development on 1/20/2017.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/28/2017	Painting continues in limited areas. Meeting room restrooms to begin 2/8. Main construction to begin 3/11.
\$1,926,364.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Setting up preconstruction meeting. Construction to start in Feb.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Double Springs connections set for 2/3. Working on Pond Springs Rd. Testing on Anco Place/Anco Drive.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Consultant services contract has been routed for signatures.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Stairwell and elevator shafts underway. Wall framing and ductwork continues.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	Site visit to verify existing drawings set for 1/24/17
\$1,245,300.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	7/3/2017	Utility work continues. Restroom/Pump house foundation is underway.
\$1,220,000.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS			Bids were opened. W&O was the low bidder at \$793,894. The consultant engineer is reviewing the bids.
\$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	TDOT Environmental Document preparation underway. Expected to advertise for consultant services 2/12/17 and open RFQ's 3/14/17.

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	Notice of proposal acquisition and property sketched mailed to property owners 2/2/17.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Finished lining and Manholes on MLK 1/11/17. Will be lining line crossing Wilcox on a Saturday when traffic is not as congested per TDOT as one lane will have to be closed. Still waiting on CSX approvals.
\$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	Comments received from TDOT from initial submittal 1/18/17. Consultant addressing comments.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Advertise for bid 2/14/17; Bid opening 3/14/17
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	Sewer work on Kendrick Creek Road is complete. Current work is water line installation along Mitchell Road.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/6/2017	Preconstruction conference was held on February 2nd. Notice to Proceed was set for February 6th.
\$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	We received Utility Certification on this project on 1/23/2017. Next steps are Final Plans approval, bid book approval, permits approval, Title VI Certification.
\$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	Utility review meeting with Charter, AEP, and CenturyLink on 2/2/17. Finalizing utility review and updating plans. Right of way meeting with TDOT on 2/3/17.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	Construction to begin 2/6/17.
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	2/28/2017	Project is under construction.
\$120,000.00	Bloomingtondale Utility District	Chad Austin	Rolling Dr Annexation - Waterline Upgrade		4/1/2017	American Environmental to construct for BUD. Planning to start in March.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	6/30/2017	Advertisement for bids will be finalized after the property donation documents are completed.
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	2/28/2017	The new barge is operational. Work on the dock is underway using old barge as a work platform.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	Design complete. Under review for TDEC submittal.
		Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	5/1/2017	Preliminary drawings have been submitted for review.

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		Mason, David	Riverbend Park	GP1512		Interviewed designers 1/11/17.
		Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	In design.
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Meeting with residents. Aquiring easements.
	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Obtaining survey.
	Chris McCartt	Mason, David	New KATS Transit Center		12/31/2017	Design development phase.
	Morris Baker	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Design agreement with Spoden & Wilson executed. Design underway.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, February 7, 2017, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

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David Quillin, Police Chief
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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

II.B. INVOCATION – Penny Hagy, Minister at Evangel Family Worship Center

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Above & Beyond – Griffin Kegley, Eagle Scout (Vice Mayor McIntire)
2. Above & Beyond – Clay Walker, NETWORKS (Alderman Duncan & Mayor Clark)

IV.B APPOINTMENTS

1. Appointment to the Regional Planning Commission (AF: 21-2017) (Mayor Clark)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – January 17, 2017
2. Business Meeting – January 17, 2017

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance to Condemn (AF: 28-2017) (Mike Billingsley)
 - Ordinance – First Reading
2. Application and Acceptance of Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds Appropriating the Funds (AF: 31-2017) (Bill Albright)
 - Resolution
 - Ordinance – First Reading
3. Revisions to Sewer Use Ordinance to Reflect Changes to Match Tennessee Department of Environment and Conservation Rule Reference Numbers (AF: 36-2017) (Ryan McReynolds)
 - Ordinance – First Reading
4. Agreement with TDOT for the State Route 93 – Fall Branch Waterline Relocation and Appropriate Funding (AF: 37-2017) (Ryan McReynolds, Chad Austin)
 - Resolution
 - Ordinance – First Reading
5. Supplemental Agreement for Training Incentive Program for Telecommunicators (AF: 16-2017) (David Quillin)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Vacate Unimproved Right-of-Way Located off Mellon Street (AF: 08-2017) (Jessica Harmon)
 - Ordinance – **Second Reading and Final Adoption**

2. Accept and Appropriate Donations for Commissioned Artwork for the Children's Area at the Library (AF: 01-2017) (Chris McCartt)
 - Ordinance – **Second Reading and Final Adoption**
3. Receive the Community Foundation of Middle Tennessee's, Serving Our Seniors Tennessee Grant, and Appropriate the Funds (AF: 05-2017) (Shirley Buchanan, Chris McCartt)
 - Ordinance - **Second Reading and Final Adoption**
4. Amend the FY 2017 General Purpose School Fund and the General Project Fund Budgets (AF: 17-2017) (David Frye)
 - Ordinance - **Second Reading and Final Adoption**
5. Re-Affirm Resolution No. 2012-075 for the Recreation Trails Grant Contract and Ordinance to Establish the Project Account (AF: 02-2017) (Chris McCartt)
 - Ordinance – **Second Reading and Final Adoption**
6. Budget Adjustment Ordinance for FY17 (AF: 09-2017) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**
- Addition 2/7/17** 7. Consideration of an Ordinance for Partial Public Alley Closing (AF: 30-2017) (Ken Weems)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of Various Water and Sewer Maintenance Items (AF: 38-2017) (Chris McCartt, Ryan McReynolds)
 - Resolution
2. Issue a Change Order to Existing Purchase Order to Walton Signage for Wayfinding Sign Program Upgrades (AF: 32-2017) (Ryan McReynolds, Chris McCartt)
 - Resolution
3. Award of Recycling Services with WestRock Converting Company (AF: 39-2017) (Ryan McReynolds)
 - Resolution
4. Conveyance of Real Property to KEDB (AF: 33-2017) (Jeff Fleming)
 - Resolution
5. Interlocal Agreement with the Lifesaving Crew (AF: 34-2017) (Craig Dye)
 - Resolution
6. Agreement with Sullivan County and the Sullivan County Board of Education (AF: 40-2017) (Mike Billingsley)
 - Resolution

7. Payment in Lieu of Tax Provision Negotiated by the Industrial Development Board of the City of Kingsport, Tennessee (AF: 26-2017) (Jeff Fleming)

- Resolution

8. Ground Lease between City of Kingsport and CenturyLink (AF: 42-2017) (Chris McCartt)

- Resolution

Addition 2/6/17

9. Release of Sanitary Sewer Easement on Property Located at 3308 Ft. Henry Drive (AF: 44-2017) (Jessica Harmon)

- Resolution

VII. CONSENT AGENDA

1. Right-of-Way Easement with Kingsport Power Company (AF: 24-2017) (Ryan McReynolds)

- Resolution

2. Right-of-Way Easement with Kingsport Power Company (AF: 25-2017) (Ryan McReynolds)

- Resolution

3. Lease Agreement with Congressman Phil Roe for Office Space at the Kingsport Center for Higher Education (AF: 27-2017) (Chris McCartt)

- Resolution

4. Agreement with Dick's Sporting Goods for 2017 Parks and Recreation Baseball/Softball Programs (AF: 06-2017) (Chris McCartt)

- Resolution

5. Amend the Agreement with Gordon Food Service to Renew for an Additional Year (AF 35-2017) (Jennifer Walker)

- Resolution

6. Approval of Easement and Right-of-Way (AF: 41-2017) (Ryan McReynolds)

- Offers

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



AGENDA ACTION FORM

Appointment to the Regional Planning Commission

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

Action Form No.: AF-21-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Ken Weems
 Presentation By: Mayor Clark

Recommendation:

Approve appointment.

Executive Summary:

It is requested that Mrs. Paula Stauffer be appointed to the Regional Planning Commission to fulfill the unexpired term of her late husband, Mr. David Stauffer. If approved by the Board of Mayor and Aldermen, the term will be effective immediately and will expire May 31, 2019.

Attachments:

1. Bio

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

I was born in Kingsport and raised on a farm in Sullivan County. My father worked for Eastman for 30+ years, my Mom was a school teacher. I have two sisters, both school teachers. I graduated from Blountville High School and ETSU with a BS in Education.

I was married to David Stauffer for 53 years. While David attended UT and finished his engineering degree I taught school in Knox County. We have two daughters, both graduated from UT, six grandchildren and one great grandson. When my daughters were younger and in school I was active in the PTA, served on the Indian Springs Community Chest and was a Girl Scout leader and have been an active member at Immanuel Lutheran Church for many years.

I am a licensed General Contractor, a member of the Home Builders Association of Greater Kingsport, Home Builders Association of Tennessee, and National Association of Home Builders. I served as President of the Home Builders Association of Greater Kingsport for two years, and currently serve as a Builder Director in the HBAGK, HBAT and NAHB and serve on several committees on each level. I also manage several rental properties in the Kingsport area.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Tuesday, January 17, 2017, 4:00 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

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **WATER/SEWER/STORMWATER UPDATE.** Assistant City Manager for Operation Ryan McReynolds gave a presentation on this item and answered questions from the board. Some discussion followed.
4. **COMPREHENSIVE ANNUAL FINANCIAL REPORT/AUDIT.** Vice-Mayor McIntire provided details on this item, pointing out the city received a certificate of excellence in achievement for the 16th year. He explained the findings in the report and Mr. Richard Lennon from Brown Edwards provided further details. Discussion ensued.
5. **PROJECTS STATUS.** City Manager Fleming gave an update on each of this item.
6. **REVIEW OF AGENDA ITEMS ON THE JANUARY 17, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. No items were discussed at greater length or received specific questions or concerns.
7. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:50 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, January 17, 2017, 7:00 PM
Large Court Room – City Hall

PRESENT:

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
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:** Dr. Andy Cherry.

II.B. **INVOCATION:** Pastor Richard Dice, Christ Church, Kingsport.

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

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

1. Above & Beyond – Customer Service Office.
2. Above & Beyond – Dr. Andy Cherry.
3. Commendation for Coach Graham Clark.

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

1. **Reappointments to the Senior Center Advisory Council**
(AF: 04-2017) (Mayor Clark).

Motion/Second: McIntire/George, to approve:

REAPPOINTMENTS OF MS. FRANCES COTTRELL, MS. MARY PORTER, MS. PAT BREEDING AND MS. BRENDA CUNNINGHAM TO SERVE A SECOND TWO-YEAR TERM ON THE **SENIOR CENTER ADVISORY COUNCIL** EFFECTIVE RETROACTIVE TO JANUARY 1, 2017 AND EXPIRING ON JANUARY 1, 2019.

Passed: All present voting “aye.”

2. **Reappointments to the Beverage Board** (AF: 13-2017) (Mayor Clark).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 17, 2017**

Motion/Second: Duncan/Segelhorst, to approve:
REAPPOINTMENT OF MESSRS. DAVE LIGHT AND WILLIAM BOVENDER TO
SERVE ANOTHER THREE-YEAR TERM ON THE **BEVERAGE BOARD** EFFECTIVE
IMMEDIATELY AND EXPIRING ON JANUARY 31, 2020.

Passed: All present voting "aye."

3. Appointment to the Economic Development Board (AF: 14-2017)
(Mayor Clark).

Motion/Second: Parham/McIntire, to approve:
APPOINTMENT OF MR. CRAIG S. DENISON TO FULFILL THE UNEXPIRED TERM OF
MR. KEITH WILSON ON THE **ECONOMIC DEVELOPMENT BOARD** EFFECTIVE
IMMEDIATELY AND EXPIRING JANUARY 1, 2023.

Passed: All present voting "aye."

V. APPROVAL OF MINUTES.

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

- A. December 19, 2016 Regular Work Session
- B. December 20, 2016 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Vacate Unimproved Right-of-Way Located off Mellon Street
(AF: 08-2017) (Jessica Harmon).

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

Motion/Second: Duncan/McIntire, to pass:
AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY THAT IS
LOCATED OFF THE CURRENT MELLON STREET SITUATED IN THE CITY,
SEVENTH CIVIL DISTRICT OF HAWKINS COUNTY; AND TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

2. Public Hearing for Annexation Annual Plan of Services Report
(AF: 07-2017) (Nathan Woods). City Planner Nathan Woods gave a presentation on
this item.

PUBLIC COMMENT ON ITEM VI.A.2. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 17, 2017**

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 and Appropriate Donations for Commissioned Artwork
for the Children's Area at the Library (AF: 01-2017) (Chris McCartt).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2017-128, A RESOLUTION ACCEPTING DONATIONS FOR
ARTWORK FOR THE CHILDREN'S AREA**

Passed: All present voting "aye."

Motion/Second: Segelhorst/McIntire, 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
EFFECTIVE DATE OF THIS ORDINANCE**

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

**2. Receive the Community Foundation of Middle Tennessee's
Serving Our Seniors Tennessee Grant and Appropriate the Funds (AF: 05-2017)
(Shirley Buchanan, Chris McCartt).**

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-129, A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A SERVING OUR SENIORS GRANT FROM THE COMMUNITY
FOUNDATION OF MIDDLE TENNESSEE FOR THE SENIOR CENTER**

Passed: All present voting "aye."

Motion/Second: McIntire/Parham, to pass:

**AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND
BUDGET BY APPROPRIATING GRANT FUNDS TO THE SENIOR CENTER MOBILE
TECHNOLOGY 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."

**~~3. Approve the Supplemental Agreement for Training Incentive
Program for Telecommunicators (AF: 17-2017) (David Quillin).~~**

This agenda item was withdrawn.

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**4. Amend the FY17 General Purpose School Fund and the
General Project Fund Budgets (AF: 17-2017) (David Frye).**

Motion/Second: Parham/Duncan, to pass:

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

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

**5. Re-Affirm Resolution No. 2012-075 for the Recreation Trails
Grant Contract and Ordinance to Establish the Project Account (AF: 02-2017)
(Chris McCartt).**

Motion/Second: Duncan/McIntire, to pass:

Resolution No. 2017-130, A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A RECREATIONAL TRAILS GRANT FROM THE TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR THE GREENBELT
PROJECT

Passed: All present voting "aye."

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY
APPROPRIATING GRANT FUNDS TO THE EAST STONE COMMON GREENBELT
PHASE 2 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."

**6. Budget Adjustment Ordinance for FY17 (AF: 09-2017)
(Jeff Fleming).**

Motion/Second: Parham/McIntire, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECTS 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. Award Contract for Enterprise Place Roadway Improvements
(AF: 319-2016) (Ryan McReynolds).**

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6635, AN ORDINANCE TO AMEND THE GENERAL PROJECT
FUND BUDGET BY TRANSFERRING FUNDS TO THE ENTERPRISE PLACE
IMPROVEMENTS PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX

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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. Award Contract and Appropriate Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase IV Project (AF: 337-2016) (Ryan McReynolds).

Motion/Second: McIntire/Segelhorst, to pass:

ORDINANCE NO. 6636, AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO THE COLONIAL HEIGHTS PHASE IV PROJECT 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."

3. Appropriate \$14,895.00 from the Office of Criminal Justice Programs of the State of Tennessee FY17 Local Law Enforcement Equipment Program (AF: 333-2016) (David Quillin)

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6637, AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS 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."

4. Approve Agreement Between the City of Kingsport and the Kingsport Life Saving Crew and Approve an Ordinance to Appropriate the Necessary Funding and to Amend the Authorized Positions for FY17 (AF: 326-2016) (Craig Dye)

Motion/Second: Olterman/Parham, to pass:

ORDINANCE NO. 6638, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE KINGSFORT LIFE SAVING CREW TO ASSIST IN HIRING THREE FIREFIGHTERS 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."

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D. OTHER BUSINESS.

**1. Professional Services Agreement for Main Street
Redevelopment (AF: 10-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-131, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC., FOR MAIN STREET REDEVOLPMENT 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."

**2. Agreement for Riverport Road and Bays Mountain Park Road
Stabilization (AF: 11-2017) (Ryan McReynolds)**

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2017-132, A RESOLUTION APPROVING AN AGREEMENT WITH GEOSTABILIZATION INTERNATIONAL 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."

**3. Professional Service Agreement with Hazen and Sawyer for
Design Submittal and Construction Phase of West Kingsport Sewer Lift Station
Upgrade and Elimination of Pendragon Sewer Lift Station (AF: 18-2017)
(Ryan McReynolds).**

Motion/Second: Duncan/Segelhorst, to pass:

Resolution No. 2017-133, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR THE WEST KINGSFORT SEWER LIFT STATION AND PENDRAGON SEWER LIFT STATION PROJECTS 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. Submit the Required Notice of Intent to Adhere to the
Requirements Stipulated in the New General NPDES Permit Issued to the City's
Municipal Stormwater Sewer System (AF: 15-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2017-134, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PHASE II STORMWATER PERMIT NOTICE OF INTENT TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DIVISION

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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OF WATER RESOURCES AND ALL OTHER DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE NOTICE OF INTENT

Passed: All present voting "aye."

**5. Authorize the Mayor to Delegate Signature Authority Allowing
the Public Works Director or His Designee to Sign All Pole Attachment
Construction Proposals as Required by Kingsport Power Company d.b.a. AEP
Appalachian Power (AF: 19-2017) (Ryan McReynolds).**

Motion/Second: Parham/Duncan, to pass:

Resolution No. 2017-135, A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A SIGNATURE AUTHORITY CONSENT FORM TO DESIGNATE THE
PUBLIC WORKS DIRECTOR OR ANOTHER INDIVIDUAL AS THE SIGNATORY
AUTHORITY FOR ALL POLE ATTACHMENT CONSTRUCTION PROPOSALS AS
REQUIRED BY THE KINGSPORT POWER COMPANY D/B/A AEP APPALACHAIN
POWER

Passed: All present voting "aye."

**6. Authorize the Mayor to Sign Easements and All Associated
Documents to Finalize the Donation of Property at Reedy Creek Terrace
(AF: 20-2017) (Ryan McReynolds).**

Motion/Second: Segelhorst/Duncan, to pass:

Resolution No. 2017-136, A RESOLUTION APPROVING AN EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT AND A RECIPROCAL EASEMENT
WITH BRG INVESTEMNTS FOR REEDY CREEK TERRACE, AUTHORIZING THE
MAYOR TO EXECUTE THE DOCUMENTS AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION

Passed: All present voting "aye."

**7. Approve Receiving a Grant from the Kingsport Community
Foundation Centennial Park Project Fund through the East Tennessee
Foundation and Approving a Grant Award Letter with the East Tennessee
Foundation for the Kingsport Centennial Park (AF: 23-2017) (Chris McCartt).**

Motion/Second: George/McIntire, to pass:

Resolution No. 2017-137, A RESOLUTION ACCEPTING GRANT NO. 20170003
FROM THE KINGSPORT COMMUNITY FOUNDATION CENTENNIAL PARK
PROJECT FUND THROUGH THE EAST TENNESSEE FOUNDATION, APPROVING A
LETTER OF AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER,
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE
PURPOSE OF THE LETTER

Passed: All present voting "aye."

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8. Acceptance of FY16 Comprehensive Annual Financial Report
(AF: 22-2017) (Jim Demming, Vice Mayor McIntire).

Motion/Second: McIntire/Olterman, to approve:
ACCEPT THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL
YEAR ENDING JUNE 30, 2016
Passed: All present voting "aye."

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

Motion/Second: McIntire/George, to adopt:

1. Approve Easements and Rights-of-Way (AF: 03-2017)
(Ryan McReynolds).

Approve:
OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY ACROSS AFFECTED
PROPERTIES FOR PHASE 5 OF THE COLONIAL HEIGHTS SANITARY SEWER
EXTENSION PROJECT
Passed: All present voting "aye."

2. Approve Easements and Right-of-Way Acquisition
(AF: 12-2017) (Ryan McReynolds).

Approve:
OFFERS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITION ACROSS
AFFECTED PROPERTY FOR THE BRIGHTWOOD LANE PUMP STATION SITE
Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming thanked Finance staff for their effort with the audit. He also commented on the successful Centennial New Year's Eve celebration and recognized Heather Cook for making it happen. Lastly he commended Chief Quillin for speaking at the Martin Luther King event yesterday, noting his unique connection with the community.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan commented on the unity and respect demonstrated at the parade and candlelight service yesterday. He also commented on the sales and real estate in Tennessee and Kingsport. Alderman Segelhorst commended the city employees for all they do, stating the board should make it a point to provide a safe place to work, citing statistics and noting improvements over the last few years. Alderman Parham mentioned the RCAM expansion that was announced in December, noting the positive effect on the economy. Alderman Olterman

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 17, 2017**

asked folks to remember the Charlie Hunt family on the loss of his daughter. Alderman George announced the Kingsport Theatre Guild's presentation of Driving Miss Daisy at Shabby Allie's. She also commented on the popular use of the Aquatic Center even in the evening. Vice-Mayor McIntire again thanked the Finance Department on a great year and the successful audit. He also thanked Roger Ball for donating property at Reedy Creek Terrace to expand the wetlands and the greenbelt. Mr. McIntire also stated the police canine unit gave a presentation at his church that was very impressive, noting they were great ambassadors for the city. Lastly he stated next week was Board of Education appreciation week. Mayor Clark stated last year was a successful year for Kingsport and 2017 promises to be even better.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:10 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn

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

Action Form No.: AF-28-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: R. Trent, H. Clabaugh
 Presentation By: M. Billingsley

Recommendation:

Approve the offer.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for Phases 4 and 5 of the Colonial Heights Sanitary Sewer Extension Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on Phases 4 and 5 of the Colonial Heights Sanitary Sewer Extension Project.

Attachments:

1. Ordinance
2. Project Location Map

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

ORDINANCE NO. _____

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

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

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

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

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

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

Now therefore,

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

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

Colonial Heights Sanitary Sewer Extension Project– Phase 4
Colonial Heights Sanitary Sewer Extension Project– Phase 5

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

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 _____



PROJECT
AREA

PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE IV

FIGURE I - LOCATION MAP





**PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE V**

FIGURE I - LOCATION MAP



AGENDA ACTION FORM

Application and Acceptance of Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds Appropriating the Funds

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



Action Form No.: AF-31-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: Bill Albright
 Presentation By: Bill Albright

Recommendation:

Approve Resolution and Ordinance.

Executive Summary:

Annually the City of Kingsport, on behalf of the Kingsport Metropolitan Transportation Planning Organization (MTPO), receives an appropriation of "Section 5303 Planning" funds from the Federal Transit Administration via the Tennessee Department of Transportation (TDOT). These funds are authorized through the Kingsport MTPO and are used for planning and development of the City's Multi-Modal Programs and Projects. The program allocation is based on a formula of 80% Federal, 10% State, and 10% Local match. The contract amount is for \$47,246 (Federal and State) and requires a Local match of \$5,250, which is already budgeted in an MPO account. With Federal, State, and Local contributions, the total grant is \$52,496.

Attachments:

1. Resolution
2. Ordinance
3. Contract

Funding source appropriate and funds are available:



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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF
TRANSPORTATION TO RECEIVE FEDERAL TRANSIT
ADMINISTRATION SECTION 5303 PLANNING FUNDS FOR USE
BY THE KINGSPORT AREA METROPOLITAN
TRANSPORTATION PLANNING ORGANIZATION

WHEREAS, each year the city receives an appropriation of Federal Transit Administration Section 5303 Planning Funds through the Tennessee Department of Transportation for use by the Kingsport Area Metropolitan Transportation Planning Organization; and

WHEREAS, the city must enter into a grant contract with the Tennessee Department of Transportation to receive the funds; and

WHEREAS, the amount from state and federal funds is \$47,246.00 and requires a local match of \$5,250.00, which has been previously budgeted, for a total amount with combined local, state and federal contributions of \$52,496.006.00.

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 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 contract with the Tennessee Department of Transportation to receive Federal Transit Administration Section 5303 Transportation Planning Funds, in the amount from state and federal funds of \$47,246.00, requiring a local match of \$5,250.00, which has been previously budgeted, for a total amount with combined local, state and federal contributions of \$52,496.00, for use by the Kingsport Area Metropolitan Transportation Planning Organization.

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

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

ADOPTED this the 7th day of February, 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 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 budgets be amended by appropriating \$47,246 from the Department of Transportation Section 5303 Planning Funds and by transferring \$5,681 from the MPO Administration project (MPO016) to the Urban Mass Transit Asst. TN 17 project (UMS817) and close MPO016.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 122: MPO Fund			
MPO Administration (MPO016)			
Revenues:	\$	\$	\$
122-0000-337-5210 FHWA/TN FHWA 80%	247,914	0	247,914
122-0000-337-5225 FHWA/VA FHWA 100%	6,208	0	6,208
122-0000-391-0100 From General Fund	61,978	(5,681)	56,297
Totals:	316,100	(5,681)	310,419
Expenditures:	\$	\$	\$
122-0000-609-1010 Salaries & Wages	151,400	(5,748)	145,652
122-0000-609-1020 Social Security	11,600	0	11,600
122-0000-609-1030 Group Health Ins.	17,300	0	17,300
122-0000-609-1040 Retirement	14,900	0	14,900
122-0000-609-1050 Life Insurance	370	22	392
122-0000-609-1052 Long Term Disability	240	0	240
122-0000-609-1060 Workmen's Comp	550	0	550
122-0000-609-1061 Unemployment	160	0	160
122-0000-609-2010 Advertising & Publication	1,000	0	1,000
122-0000-609-2011 Printing & Binding	500	0	500
122-0000-609-2020 Professional Consultant	83,522	0	83,522
122-0000-609-2021 Accounting & Auditing	1,200	0	1,200
122-0000-609-2034 Telephone	600	0	600
122-0000-609-2040 Travel Exp	8,000	0	8,000
122-0000-609-2041 Registration Fees/Tuition	1,500	0	1,500
122-0000-609-2042 Personal Vehicle Reimburse.	300	45	345
122-0000-609-2043 Dues & Membership	800	0	800
122-0000-609-2044 Literature/Subscriptions	350	0	350
122-0000-609-2054 Machinery/Equip Rental	5,500	0	5,500
122-0000-609-2099 Miscellaneous Exp.	500	0	500
122-0000-609-3010 Office Expense	3,500	0	3,500

122-0000-609-3011 Postage	500	0	500
122-0000-609-3012 Food	658	0	658
122-0000-609-3020 Operating Supplies & Tools	5,550	0	5,550
122-0000-609-3044 Motor Pool Charges	2,500	0	2,500
122-0000-609-5012 Insurance/Liability	100	0	100
122-0000-609-9004 Equipment	3,000	0	3,000
Totals:	316,100	(5,681)	310,419

Fund 122: MPO Fund

Urban Mass Tran Asst TN17 (UMS817)

<u>Revenues:</u>	\$	\$	\$
122-0000-332-7910 FTA/TN Section 5303 10%	7,100	5,250	12,350
122-0000-337-9010 FTA/TN Section 5303 80%	56,804	41,996	98,800
122-0000-391-0100 From General Fund	7,101	5,681	12,782
Totals:	71,005	52,927	123,932

<u>Expenditures:</u>	\$	\$	\$
122-0000-609-1010 Salaries & Wages	28,745	34,867	63,612
122-0000-609-1020 Social Security	2,100	4,100	6,200
122-0000-609-1030 Group Health Ins.	5,200	5,400	10,600
122-0000-609-1040 Retirement	4,800	8,400	13,200
122-0000-609-1050 Life Insurance	60	60	120
122-0000-609-1060 Workmen's Comp	90	90	180
122-0000-609-1061 Unemployment	10	10	20
122-0000-609-2020 Professional Consultant	30,000	0	30,000
Totals:	71,005	52,927	123,932

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:

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 1, 2015		End Date December 31, 2017		Agency Tracking # 40100-06717	
Edison ID					Edison Vendor ID 1562
Grantee Legal Entity Name Kingsport Metropolitan Planning Organization on behalf of City of Kingsport					
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #20.505 Grantee's fiscal year end June 30			
Service Caption (one line only) FY 16 5303 Metropolitan Transportation Planning					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
17	\$5,250.00	\$41,996.00			\$47,246.00
TOTAL:	\$5,250.00	\$41,996.00			\$47,246.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		There are 11 MPOs in the State and funds are formula based depending on urbanized area population			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) TX00240744; TX00240745		Account Code (optional) 71302000			

Edison Vendor Address #17

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
KINGSPORT METROPOLITAN PLANNING ORGANIZATION
ON BEHALF OF CITY OF KINGSPORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Kingsport Metropolitan Planning Organization on behalf of City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of planning assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5303 Program, codified by U.S.C. 5303 to provide funds to Metropolitan Planning Organizations (MPOs) to support the costs of preparing long range transportation plans, financially feasible Transportation Improvement Plans, and conducting intermodal transportation planning and technical studies. Specifically, the funds will assist the Grantee with transportation planning administration, project planning, and transit planning coordination activities. The Grantee shall provide reports supporting activities with the deliverables indicating, but are not limited to, the following:

Transportation Planning Administration

- Conform to federal requirements, including support for a cooperative, continuous, and comprehensive program of activity.
- Provide resources and information to ensure public awareness and involvement in the local transportation planning process.

Project Planning

- Identify and meet the short-range transportation needs of the urban area, through the development of studies, plans and programs that promote the efficient use of existing transportation resources.
- Develop the urban area Transportation Improvement Program (TIP).
- Advise and recommend amendments to the Long Range Transportation Plan, as needed.

Transit Planning

- Assist Metropolitan Organization's and transit agency policy board members in understanding the metropolitan transportation planning process.
- Emphasize the preservation of the existing transportation system.

- Perform various special projects relating to the investigation of demand responsive transit, improvement of transit amenities, and expanded shuttle services.
- Improve the accessibility, connectivity, and mobility of people across and between transportation modes.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. below);
- b. the 5303 program application.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2015 ("Effective Date") and extend for a period of twenty-seven (27) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-seven Thousand, Two Hundred Forty-six Dollars and No Cents (\$47,246.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Division of Multimodal Transportation Resources
505 Deaderick Street
Suite 1800, James K. Polk Bldg.
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

George Mitchell, Transportation Program Supervisor
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg.
Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482

The Grantee:

Bill Albright, Transportation Planning Coordinator
Kingsport Metropolitan Planning Organization on behalf of City of Kingsport
201 West Market Street
Kingsport, Tennessee 37660
billalbright@kingsporttn.gov
Telephone Number: (423) 224-2660
FAX Number: (423) 224-2756

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN

AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For

grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not

excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-id?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2016 are incorporated herein by reference.

E.7. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

IN WITNESS WHEREOF,

KINGSPORT METROPOLITAN PLANNING ORGANIZATION ON BEHALF OF CITY OF KINGSPORT:

GRANTEE SIGNATURE

DATE

JOHN CLARK, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

J. MICHAEL BILLINGSLEY, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DATE

JAMES H. DEMMING
DEPUTY CITY RECORDER

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTACHMENT ONE**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Kingsport
Subrecipient's DUNS number	079027579
Federal Award Identification Number (FAIN)	TN-2017-003-00
Federal award date	December 5, 2016
CFDA number and name	20.505, Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research
Grant contract's begin date	October 1, 2015
Grant contract's end date	December 31, 2017
Amount of federal funds obligated by this grant contract	\$41,996.00
Total amount of federal funds obligated to the subrecipient	\$41,996.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,414,823.00
Name of federal awarding agency	Federal Transit Administration
Name and contact information for the federal awarding official	Holly Peterson 230 Peachtree, NW Suite 1400 Atlanta, Georgia 30303
Is the federal award for research and development?	No.
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	No indirect cost rate for State for federal award.

Attachment Two
UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.24.00 (A1) - METROPOLITAN PLANNING	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
44..24.00 (A1) - METROPOLITAN PLANNING	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00
TOTAL	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00

ATTACHMENT THREE**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Revisions to Sewer Use Ordinance to Reflect Changes to Match Tennessee Department of Environment and Conservation Rule Reference Numbers

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

Action Form No.: AF-36-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2016
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Department of Environment and Conservation (TDEC) Division of Water Resources changed the rule reference numbers for the Water Pollution Control Regulations from 1200-4 to 0400-40. The Sewer Use Ordinance needs to be updated to reflect new TDEC regulation reference numbers.

- 102-142 Definitions: existing 1200-4-14-.05(1)(a) and (2); revised 0400-40-14-.05(1)(a) and (2).
- 102-142 Definitions- Local Limits: existing 1200-4-14-.05(1)(a) and (2); revised 0400-40-14-.05(1)(a) and (2).
- 102-142 Definitions- Significant Industrial User- existing (3)(b) 1200-4-14-.12(17); revised 0400-40-14-.12(17).
- 102-142 Definitions- Significant Industrial User- existing (4) 1200-4-14-.08(6)(f); revised 0400-40-14-.08(6)(f)
- 102-226 Restrictions on Wastewater Strength (a): existing 1200-4-14-.05(3); revised 0400-40-14-.05(3).
- 102-359 Sample Collection (d): existing 1200-4-14-.12(2) and (4); revised 0400-40-14-.12(2) and (4).
- 102-359 Sample Collection (d): existing 1200-4-14-.12(5) and (8); revised 0400-40-14-.12(5) and (8).

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-142 PERTAINING TO DEFINITIONS, SECTION 102-226 PERTAINING TO RESTRICTIONS ON WASTEWATER STRENGTH AND SECTION 102-359 PERTAINING TO SAMPLE COLLECTION; PROVIDING FOR THE SEVERABILITY OF THIS ORDINANCE; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 102-142 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-142. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the act means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

Administrator means the administrator of the EPA.

Approval authority means the regional administrator of the EPA or the Tennessee Division of Water Pollution Control Director or his/her representative(s).

Authorized representative of a user means:

(1) If the user is a corporation:

a. The president, chief executive officer, secretary, treasurer or a vice-president of the corporation in charge of a principal business function or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, state or local governmental facility, a director or highest official, elected or appointed, designated to oversee the operation and performance of the activities of the government facility or their designee.

(4) The individuals described in subsections (1) through (3) of this definition may designate another authorized representative if the authorization is submitted to the director in writing, and the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Director.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 106-240 and Tennessee Rule 0400-40-14-.05(1)(a) and (2), as amended from time to time.

BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius, usually specified as a concentration (e.g., milligrams per liter (mg/l)).

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Categorical Industrial User (CIU) means an Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

Categorical standard or categorical pretreatment standard means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

City means City of Kingsport.

Collector line means a line that receives wastewater from individual residences, businesses or corporations via lateral sewers.

Compliance order means an order signed by the director that identifies a series of events the user must take, along with a prescribed timetable, to achieve compliance with the requirements of this article, any permit requirement or any other valid order.

Control Authority means the director of public works of the city, or authorized representative.

Conventional pollutant, as defined by federal law, includes BOD, TSS, fecal coliform bacteria, oil, grease and pH.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

Daily Maximum means the arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.

Daily Maximum Limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Direct discharge means the discharge of treated or untreated wastewater directly to the waters of the state.

Director means the director of public works of the city or authorized representative; the control authority as specified by 40 CFR 403.12.

Domestic wastewater means wastewater that is generated by a single-family residence, apartment or residential unit. Specifically excluded from this definition is any categorical or significant industrial facility.

Environmental protection agency or EPA means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division director or other duly authorized official of the agency.

Existing source means any source of discharge that is not a new source. A source that the construction or operation of which commenced prior to publication by EPA of proposed categorical

pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with section 307 of the act.

Garbage means solid wastes from domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Grab sample means a sample which is taken from a waste stream with no regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

Holding tank waste means any waste from holding tanks, such as but not limited to vessels, chemical toilets, trailers, septic tanks and vacuum pump tank trucks.

Indirect discharge means the introduction of pollutants into the POTW from any nondomestic source, including holding tank waste, regulated under section 307(b), (c) or (d) of the act.

Industrial user means a nondomestic source of wastewater entering the POTW.

Instantaneous Limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference means a discharge, which alone or in conjunction with a discharge from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; or exceeds the design capacity of the treatment works or the collection system; or is a cause of a violation of the city's NPDES permit; or prevents sewage sludge use or disposal in compliance with any of the following statutory or regulatory provisions or permits issued thereunder or any more stringent state or local regulations: section 405 of the act; the Solid Waste Disposal Act, including title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

Lateral sewer means the pipe running from the property line where it is connected to the building sewer from the individual residence or business, to the POTW collector line.

Local Limit means specific discharge limits, including Best Management Practices, developed and enforced by the Director upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in Tennessee Rule 0400-40-14-.05(1)(a) and (2), as amended from time to time.

Mass-based standards or limits means the actual mass of pollutants in a wastewater stream per unit of time or production.

Medical waste means isolation waste, infectious agents, human blood and blood products, pathological waste, sharps, body parts, contaminated bedding, surgical waste, potentially contaminated laboratory waste and dialysis waste.

National prohibitive discharge standard or prohibitive discharge standard means any regulation developed under authority of section 307(b) of the act and 40 CFR 403.5.

New source means:

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

a. The building, structure, facility or installation is constructed at a site at which no other source is located;

b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsections (1)b or (1)c of this definition but otherwise alters, replaces or adds to existing process or production equipment.

(3) Construction of a new source, as defined, has commenced if the owner or operator, has:

a. Begun or caused to begin, as part of a continuous on-site construction program, any placement, assembly or installation of facilities or equipment; or significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this subsection.

Noncontact cooling water means water used for cooling which does not come into direct contact with any raw material, intermediate products, waste products or finished products.

Nonconventional pollutant means all pollutants which are not included in the list of conventional or toxic pollutants in 40 CFR 401.

Nondomestic source means any source of discharge of wastewater from any facility other than a residential unit meeting the requirements of a domestic wastewater producer.

Notice of violation (NOV) means a written notice signed by the director that notifies a user that a violation of any permit requirement, any section of this article or any other valid order has occurred and describes the facts of the violation.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under sections 307, 402, 318 and 405 of the Clean Water Act (CWA).

Pass through means a discharge that exits the POTW into the waters of the state in quantities or concentrations which, alone or in conjunction with a discharge from other sources, is a cause of violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity or their legal representatives, agents or assigns. This shall include all federal, state and local governmental entities.

pH means a measure of the acidity or alkalinity of a solution. The logarithm (base 10) of the reciprocal of the concentration of the hydrogen ions measured in grams per liter of solution and expressed in standard units (SU).

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, industrial, municipal and agricultural waste discharged into water, or wastewater having been changed in pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor.

Pollution means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes; by process changes; or by other means except by diluting the concentration of pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirement means any substantive or procedural requirement related to pretreatment imposed on a user, other than a national pretreatment standard imposed on an industrial user.

Pretreatment standards means prohibited discharge standards, categorical pretreatment standards and local limits.

Private waste disposal system means a septic tank, cesspool or other facility intended for the disposal of wastewater.

Prohibited discharge standards or prohibited discharges means absolute prohibitions against the discharge of certain substances as set out in section 106-240.

Public sewer means a sewer controlled or maintained by the city.

Publicly owned treatment works (POTW) means a treatment works as defined by 33 USC 1292 and owned by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of domestic or industrial waste of a liquid nature and any pipes which convey wastewater to a treatment plant.

Residential unit means a structure used primarily as housing and generating wastewater that includes but is not limited to human waste, kitchen waste, domestic washwater and bathwater. If there is located within or upon the same property as a residential unit any process, commercial activity or any other activity that generates wastewater not included in this definition, such wastewater shall not be classified as domestic wastewater.

Septic Tank Wastes means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks. Septic Tank Waste does not include grease interceptor or grease trap waste.

Significant industrial user (SIU), except as provided in paragraphs (3) and (4) of this definition, means any industrial user who:

(1) Is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; or

(2) A user that:

a. Discharges 25,000 gallons or more per average workday of process wastewater to the POTW, excluding sanitary, noncontact cooling and boiler blowdown wastewater;

b. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

c. Is designated by the director as having the reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6).

(3) The city may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User (NSCIU) rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specially included in the Pretreatment Standard) and the following conditions are met:

a. The Industrial User, prior to director's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;

b. The Industrial User annually submits the certification statement required in Section 106-333(b) and Tennessee Rule 0400-40-14-.12(17), as amended from time to time, together with any additional information necessary to support the certification statement; and

c. The Industrial User never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subsection (2) above has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the city may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in Tennessee Rule 0400-10-14-.08(6)(f), determine that such User should not be considered a Significant Industrial User.

Significant noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (c), (d), or (h) in this definition and shall mean:

(a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed by any magnitude a numeric Pretreatment Standard or Requirement, including Instantaneous Limits.

(b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 106-151 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(c) Any violation of a Pretreatment Standards or Pretreatment Requirements as defined in Section 106-151 that the director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(d) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.

(e) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance.

(f) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules.

(g) Failure to accurately report noncompliance.

(8) Any other violation or group of violations, which may include a violation of Best Management Practices, the director determines will adversely affect the operation or implementation of the local pretreatment program (40 CFR 403.8(f)(2)(vii)).

Sludge means solid, semisolid or liquid residue generated during treatment of domestic or industrial sewage in a treatment works.

Slug Load or Slug Discharge means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 106-240. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

Standard industrial classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

Storm sewer or storm drain means a pipe or conduit which carries stormwater and surface water and drainage, excluding domestic and industrial waste or wastewater.

Stormwater means any flow of water resulting from any form of precipitation.

Suspended solids or total suspended solids (TSS) means the total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquid and which is removable by laboratory filtering by approved procedures according to 40 CFR 136.

Toxic material means any substance, or compound containing such substance, as set out in 40 CFR 401.15.

Treatment plant means that portion of a POTW designed to treat wastewater.

User means any person who contributes, causes or allows the contribution of wastewater into the POTW.

Wastewater means industrial or domestic liquid waste from dwellings, commercial buildings, industrial or manufacturing facilities and institutions, together with any groundwater, surface water or stormwater that may be present, whether treated or untreated, which is contributed to or allowed to enter the POTW.

Wastewater discharge permit means a control document issued by the director authorizing conditional discharge of pollutants into the POTW as specified in division 6 of this article.

Waters of the state means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon this state or any portion thereof except those bodies of water confined to and retained within the limits of private property in a single ownership which do not combine or effect a junction with natural surface or underground waters.

SECTION II. That Section 102-226 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-226. Restrictions on wastewater strength.

(a) No user shall discharge wastewater which exceeds the standards established in Table A, User Discharge Restrictions, as set out in subsection (c), unless an exception is permitted in this article. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this article. The director is authorized and has established Local Limits pursuant to Tennessee Rule 0400.40-14-.05(3). The director may develop Best Management Practices (BMPs), in individual wastewater discharge permits, to implement Local Limits and the requirements of Section 106-240.

(b) The director shall monitor the treatment works influent for each parameter in Table A, User Discharge Restrictions, as set out in subsection (c), Nondomestic users shall be subject to reporting and monitoring requirements regarding these parameters as set forth in Table A, User Discharge Restrictions, as set out in subsection (c). If the influent at the POTW reaches or exceeds the established allowable loadings for these parameters, the director shall initiate technical studies to determine the cause of the influent violation and shall recommend to the board of mayor and aldermen the necessary remedial measures, including but not limited to establishment of new or revised pretreatment levels for these parameters. The director shall also recommend changes to any of these criteria if the POTW effluent standards are changed, if there are changes in any applicable law or regulation affecting such or if changes are needed for more effective operation of the POTW.

(c) The pollutant limits in the Table A, User Discharge Restrictions, as set out below, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 106-155, no user shall

discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

TABLE A
USER DISCHARGE RESTRICTIONS

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH ₃ -N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1, 2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.9	5.3
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31
Silver (total)	0.23	0.23
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen Sulfide	0.5	NA

* Based on 24-hour flow proportional composite samples, if appropriate for parameter.

** Total phthalates is defined as the sum of benzylbutyl phthalate, bis (2 ethylhexyl) phthalate, Di-n-butyl phthalate, and diethylphthalate.

(d) The limits in Table A apply at the point where the wastewater is discharged to the POTW. All concentrations of metallic substances are for total metal unless indicated otherwise.

(e) The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

SECTION III. That Section 102-359 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-359. Sample collection.

(a) Except as indicated in subsection (b) of this section, the user shall collect wastewater samples using 24-hour flow proportional composite collection techniques. If flow proportional sampling is infeasible, the director may authorize the use of time proportional sampling or a grab sample where the user demonstrates that this will provide a representative sample of the effluent being discharged. Where time proportional composite sampling or grab sampling is authorized by the city, the samples must be representative of the discharge, and use protocols (including appropriate preservation) specified in 40 CFR 136 and appropriate EPA guidance. The city may require, based on permit

violations or identification of a particular pollutant problem at the POTW, that an industrial user collect more than one grab sample in a 24-hour period.

(b) If multiple grab samples are required for a user, upon approval from the director, the multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows:

(1) For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field;

(2) For volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, a grab sample may be required to show compliance with instantaneous discharge limits.

(c) A grab sample for oil and grease, temperature, pH, cyanide, phenols, sulfides and volatile organic compounds shall be obtained using grab collection techniques. All pH grab sample results will be reported as individual sample results. If the industrial user is required to monitor pH continuously, then the industrial user will report any instance and duration for each pH limit violation.

(d) For sampling required in support of baseline monitoring and 90-day compliance reports required in sections 102-348 and 102-350 and Tenn. Comp. R. and Regs. § 0400-40-14-. 12(2) and (4), as amended from time to time, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the director may authorize a lower minimum. For the reports required by section 102-35 1 and Tenn. Comp. R. and Regs. § 0400-40-14-. 12(5) and (8), as amended from time to time, the industrial user is required to collect the number of grab samples necessary to assess and ensure compliance with applicable pretreatment standards and requirements.

(e) For all other pollutants, 24-hour composite samples must be obtained through flow proportional composite sampling techniques where feasible.

SECTION IV. It is hereby declared that the sections, clauses, sentences and parts of this ordinance are severable, are not matters of mutual essential inducement, and any of them shall be excised if the ordinance would otherwise be unconstitutional or ineffective. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING _____

PASSED ON 2ND READING _____

3. Where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.
- (3) If the user is a federal, state or local governmental facility, a director or highest official, elected or appointed, designated to oversee the operation and performance of the activities of the government facility or their designee.
- (4) The individuals described in subsections (1) through (3) of this definition may designate another authorized representative if the authorization is submitted to the director in writing, and the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the director.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 102-225 and Tenn. Comp. R. and Regs. § 1200-4-14-.05(1)(a) and (2), as amended from time to time. The term "BMPs" includes treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. The term "BMPs" also includes alternative means (i.e., management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius, usually specified as a concentration (e.g., milligrams per liter (mg/l)).

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Categorical industrial user (CIU) means an industrial user subject to a categorical pretreatment standard or categorical standard.

Categorical standard or categorical pretreatment standard means any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b) and (c) of the Act (33 USC 1317) that apply to a specific category of users and that appear in 40 CFR chapter I, subchapter N, parts 405—471.

Collector line means a line that receives wastewater from individual residences, businesses or corporations via lateral sewers.

Compliance order means an order signed by the director that identifies a series of events the user must take, along with a prescribed timetable, to achieve compliance with the requirements of this article, any permit requirement or any other valid order.

Control authority means the director of public works of the city or authorized representative.

Conventional pollutant, as defined by federal law, includes BOD, TSS, fecal coliform bacteria, oil, grease and pH.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

Daily maximum means the arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.

Daily maximum limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in:

- (1) Units of mass, the daily discharge is the total mass discharged over the course of the day;
- (2) Terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Local limit means specific discharge limits, including best management practices, developed and enforced by the director upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in Tenn. Comp. R. and Regs. § 1200-4-14-05(1)(a) and (2), as amended from time to time.

Mass-based standards or limits means the actual mass of pollutants in a wastewater stream per unit of time or production.

Medical waste means isolation waste, infectious agents, human blood and blood products, pathological waste, sharps, body parts, contaminated bedding, surgical waste, potentially contaminated laboratory waste and dialysis waste.

National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under sections 307, 402, 318 and 405 of the Clean Water Act, 33 USC 1251 et seq.

National prohibitive discharge standard or prohibitive discharge standard means any regulation developed under authority of section 307(b) of the act and 40 CFR 403.5.

New source means:

- (1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - a. The building, structure, facility or installation is constructed at a site at which no other source is located;
 - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)b or c of this definition but otherwise alters, replaces or adds to existing process or production equipment.
- (3) Construction of a new source, as defined, has commenced if the owner or operator, has:
 - a. Begun or caused to begin, as part of a continuous on-site construction program, any placement, assembly or installation of facilities or equipment; or significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this subsection.

Noncontact cooling water means water used for cooling which does not come into direct contact with any raw material, intermediate products, waste products or finished products.

Nonconventional pollutant means all pollutants which are not included in the list of conventional or toxic pollutants in 40 CFR 401.

- (2) The term "septic tank waste" does not include grease interceptor or grease trap waste

Significant industrial user (SIU), except as provided in subsections (3) and (4) of this definition, means any industrial user who:

- (1) Is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; or
- (2) A user that:
 - a. Discharges 25,000 gallons or more per average workday of process wastewater to the POTW, excluding sanitary, noncontact cooling and boiler lowdown wastewater;
 - b. Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated by the director as having the reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6).
- (3) The city may determine that an industrial user subject to categorical pretreatment standards is a nonsignificant categorical industrial user (NSCIU) rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler lowdown wastewater, unless specially included in the pretreatment standard) and the following conditions are met:
 - a. The industrial user, prior to director's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - b. The industrial user annually submits the certification statement required in section 106-333(b) and Tenn. Comp. R. and Regs. § 1200-4-14-.12(17), as amended from time to time, together with any additional information necessary to support the certification statement; and
 - c. The industrial user never discharges any untreated concentrated wastewater.
- (4) Upon a finding that a user meeting the criteria in subsection (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from an industrial user, and in accordance with procedures in Tenn. Comp. R. and Regs. § 1200-4-14-.08(6)(f), determine that such user should not be considered a significant industrial user.

Significant noncompliance means the following and shall be applicable to all significant industrial users (or any other industrial user that violates subsection (3), (4) or (8) of this definition):

- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed by any magnitude a numeric pretreatment standard or requirement, including instantaneous limits;
- (2) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined in this section, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- (3) Any violation of a pretreatment standards or pretreatment requirements, as defined in this section, that the director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;

- (20) Increased use of process water in an attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards or in any other pollutant-specific limitation developed by the city or state.
- (c) *Not to be discharged.* Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.
- (Code 1981, § 26-76, Code 1998, § 106-240, Ord. No. 5949, § V, 4-6-2010)

Sec. 102-226. - Restrictions on wastewater strength.

- (a) No user shall discharge wastewater which exceeds the standards established in table A, user discharge restrictions, as set forth in subsection (c) of this section, unless an exception is permitted in this article. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this article. The director is authorized and has established local limits pursuant to Tenn. Comp. R. and Regs. § 1200-4-14-.05(3). The director may develop best management practices (BMPs), in individual wastewater discharge permits, to implement local limits and the requirements of section 102-225
- (b) The director shall monitor the treatment works influent for each parameter in table A, user discharge restrictions, as set forth in subsection (c) of this section, nondomestic users shall be subject to reporting and monitoring requirements regarding these parameters as set forth in table A, user discharge restrictions, as set forth in subsection (c) of this section. If the influent at the POTW reaches or exceeds the established allowable loadings for these parameters, the director shall initiate technical studies to determine the cause of the influent violation and shall recommend to the board of mayor and aldermen the necessary remedial measures, including but not limited to establishment of new or revised pretreatment levels for these parameters. The director shall also recommend changes to any of these criteria if the POTW effluent standards are changed, if there are changes in any applicable law or regulation affecting such or if changes are needed for more effective operation of the POTW.
- (c) The pollutant limits in table A, user discharge restrictions, as set forth in this subsection, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 102-146, no user shall discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

Table A. User Discharge Restrictions

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH ₃ -N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074

- (1) For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field;
- (2) For volatile organics and oil and grease, the samples may be composited in the laboratory.

Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, a grab sample may be required to show compliance with instantaneous discharge limits.

- (c) A grab sample for oil and grease, temperature, pH, cyanide, phenols, sulfides and volatile organic compounds shall be obtained using grab collection techniques. All pH grab sample results will be reported as individual sample results. If the industrial user is required to monitor pH continuously, then the industrial user will report any instance and duration for each pH limit violation.
- (d) For sampling required in support of baseline monitoring and 90-day compliance reports required in sections 102-348 and 102-350 and Tenn. Comp. R. and Regs. § 1200-4-14-.12(2) and (4), as amended from time to time, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the director may authorize a lower minimum. For the reports required by section 102-351 and Tenn. Comp. R. and Regs. § 1200-4-14-.12(5) and (8), as amended from time to time, the industrial user is required to collect the number of grab samples necessary to assess and ensure compliance with applicable pretreatment standards and requirements.
- (e) For all other pollutants, 24-hour composite samples must be obtained through flow proportional composite sampling techniques where feasible.

(Code 1981, § 26-117, Code 1998 § 106-337, Ord. No. 4289, § 1, 10-15-1996, Ord. No. 5949, § XIV, 4-6-2010)

Sec. 102-360. - Recordkeeping.

Users subject to the reporting requirements of this article shall retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by this article, calibration of monitoring equipment records and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices established under section 102-226. Records shall include the date; exact place, method and time of sampling and the name of the person taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall be retained for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or where the user has been specifically notified of a longer retention period by the director.

(Code 1981, § 26-118, Code 1998 § 106-338, Ord. No. 5949, § XV, 4-6-2010)

Secs. 102-361—102-378. - Reserved.

DIVISION 8. - COMPLIANCE MONITORING

Sec. 102-379. - Right of entry and inspection.

- (a) The director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article and any wastewater discharge permit or order issued under this article. Users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying and the performance of any additional duties required by this article.



AGENDA ACTION FORM

Agreement with TDOT for the State Route 93 – Fall Branch Waterline Relocation and Appropriate Funding

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

Action Form No.: AF-37-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: C. Alley
 Presentation By: R. McReynolds/C. Austin

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Tennessee Department of Transportation (TDOT) is planning to realign three different areas of State Route 93 from Interstate 81 (Exit 50) to the city limits of Kingsport. The three areas being realigned are: in Fall Branch from Joe McCrary Rd to just past Fire Hall Rd, along the "bluff" from Morgan Ln to the bridge near Horton Highway, and in the Horse Creek Area from near Lone Star Rd to near Murrell Rd. Each section will have some waterline relocations required. The Chapter 86 program reimburses utilities, or in this case includes them in the construction project, for those areas that require relocation of their infrastructure that is currently in the ROW. We are working with TDOT to have this work included in the roadway plans and construction project.

This agreement allows TDOT to include the relocation of the City's existing waterline within TDOT's proposed State Route 93 (Fall Branch) Realignment Project. Future projects along SR 93 will also be brought to the BMA for approval.

The project will consist of the relocation of approximately 4,500 ft of 8" waterlines. The total estimated cost for the construction and engineering is estimated to be \$413,248.60. We must obtain our own engineer to prepare the plans to be included in their project. We have enlisted Barge, Waggoner, Sumner, & Cannon for this task. TDOT requires the City to pay BWSC for their services and then they will reimburse the City. The engineering for the project will cost \$39,740.95. A budget ordinance is included to pay the engineering upfront costs.

Attachments:

1. Resolution
2. Ordinance
2. TDOT Chapter 86 Certification Documents
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 AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STATE ROUTE 93 FALL BRANCH WATERLINE RELOCATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Tennessee Department of Transportation (TDOT) has a proposed State Route 93 Fall Branch Realignment Project; and

WHEREAS, as part of that project, TDOT will also relocate the city's waterline; and

WHEREAS, there is no cost to the city for this relocation.

Now therefore,

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

SECTION I. That an agreement with Tennessee Department of Transportation for the State Route 93(Fall Branch) waterline relocation, 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 the Tennessee Department of Transportation for the State Route 93(Fall Branch) waterline relocation 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 III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR STATE ROUTE 93 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 appropriating \$39,741 received from the Tennessee Department of Transportation (TDOT) to the State Route 93 Waterline Relocation project (WA 1708) as reimbursement for engineering of State Route 93.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 451 Water Fund</u>			
<u>State Route 93 WL Relocation (WA1708)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-332-9000 State Rev/Dept of Transportation	0	39,741	39,741
<i>Totals:</i>	0	39,741	39,741
<u>Expenditures:</u>			
451-0000-605-2023 Arch/Eng/Landscaping	0	39,741	39,741
<i>Totals:</i>	0	39,741	39,741

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: _____



Project No: 90010-2213-14
County: Washington
Date: January 25, 2017

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Chris Alley, PE
E-mail: ChrisAlley@KingsportTN.gov Phone: 423 224-2546
Secondary Contact: _____ Phone: _____
E-mail: _____
Utility Name: City of Kingsport
Address: 1213 Konnarock Road
City, State: Kingsport, TN Zip: 37664

Percent On Private: 0% Private ROW - #Poles / Length of facility: _____
Percent On Public: 100% Public ROW - #Poles / Length of facility: 5510
Total Percentage: 100% Total #Poles / Length of facility: 5510

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	\$ 39,158.95
Field Surveying	\$ -
Construction Inspection	\$ -
Reimbursable Expenses	\$ 582.00

ENGINEERING COST: \$ 39,740.95

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 368,357.65
Installation Materials	\$ -
Removal Labor	\$ 5,150.00
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST: \$ 373,507.65

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ -

ESTIMATED REPLACEMENT EASEMENT COST: \$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 413,248.60

TDOT USE ONLY

RG Approval and Date:

Consult Appr. Date: / /

Amount Approved: \$ -

HQ Approval and Date:

CH86 Y / N PIN#:

LET: / / Contract #:

Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ 39,740.95

CHAPTER 86 MOVE PRIOR: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE PRIOR: \$ -

Does Estimate Exceed \$1.75M Cap? - N

Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP: \$ -

AMOUNT OVER 75% REIMBURSEMENT: \$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 90010-2213-14 COUNTY/S: Washington
FEDERAL: STP-93(13) PIN: 112834.01

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.

4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:

Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐

5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:

☒ Water

☐ Waste Water

☐ Gas ☐ Distribution ☐ Transmission

☐ Electric ☐ Distribution ☐ Transmission

☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband

☐ Street Lighting

☐ Other _____

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Utility Name: City of Kingsport

Utility Address: 1213 Konnarock Road

City, State, Zip: Kingsport, TN 37664

Phone Number: 423-229-9454

Fax Number: _____

Email Address: ChrisAlley@KingsportTN.gov



Declaration of Scheduled Calendar Days

Project Number: 90010-2213-14

Date: January 25, 2017

Description: SR-93 From N. of David Road to North of Fire Hall Road

County: Washington

Utility Name: City of Kingsport

Address: 1213 Konnarock Road

City, State: Kingsport, TN

Zip Code: 37664

Phone Number: 423 224-2546

Fax Number:

Type of Facilities: ☒ Water ☐ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: See Special Condition 1

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	45	2
Mobilize Work Force (including Bidding process if Required)	15	3
Complete Relocation	120	4
Total Days To Complete	180	

Special Conditions:

1. Potable water service must be maintained at all times within the project area. The new line must be installed, tested and disinfected prior to placing into service.
2. Allows for shop drawing submittal, shop drawing review, and delivery of materials.
3. Allows for mobilization of equipment and materials to the site.
4. Allows for main line installation, testing, connections, and service connections to the main.

Signature of submitting
Utility Representative

Date

Signature of submitting
State Representative

Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

TDOT Utility Office Maintenance of Traffic Procedures.

Except in emergencies, no lane closures will be permitted on any state routes with 30,000 or greater Average Daily traffic or any interstate routes, without the explicit consent of the TDOT Project Engineer. On projects where work is required in traffic lane(s) or where a lane closure is necessary for public safety, the Utility must submit a request to the Department at least seven (7) working days prior to the date of the anticipated lane closure(s). All requests for lane closure(s) must list the exact location, the time that the closure will begin, the estimated duration and reasons for the proposed lane closure(s).

If all lanes in one or both directions on an interstate route are to be closed for any length of time, the Utility must submit their request at least fourteen (14) calendar days before the anticipated event.

No lane closures or traffic restrictions will be allowed on the following days

Good Friday

Easter

After 6:00 pm on the Thursday preceding Good Friday through and including Easter Sunday

Memorial Day

After 12:00 noon on the preceding Friday through Memorial Day

July 4

The observed holiday and preceding day plus weekend days either preceding or following these two days

Labor Day

After 12:00 noon on the preceding Friday through Labor Day

Thanksgiving

After 12:00 noon on Wednesday before Thanksgiving through Sunday following Thanksgiving

Christmas/New year's Day

December 24 through January 1 and any preceding and/or following days that fall on a weekend

Offroad work will be allowed but only to the extent that NO impact will be caused to the highway users.

During any suspension of work, the Utility shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof as may be directed by the TDOT Project Engineer for the temporary accommodation of necessary traffic during the anticipated period of suspension. Thereafter, and until issuance of an order for the resumption of construction operations, the maintenance of the temporary route or line of travel will be by the Utility. When work is resumed, the Utility will replace or renew any work or materials lost or damaged because of such temporary use of the project; shall remove, to the extent directed by the TDOT Project Engineer, any work or materials used in the temporary maintenance, and shall complete the project in every respect as though its prosecution had been continuous.





AGENDA ACTION FORM

Supplemental Agreement for Training Incentive Program for Telecommunicators

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

Action Form No.: AF-16-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Emergency Communications District (ECD) of Kingsport desires to recognize and encourage Continuing Educational Units and Certifications of 911 Dispatchers by creating a Training Incentive Program (TIP), which allows an annual salary supplement for Dispatchers who have obtained or maintained certain annual training requirements. The Program is designed to aid Dispatchers in achieving and enhancing their skill set above the minimum training standards; thus, increasing the communication service to citizens and the public at large. The Program is outlined in Central Dispatch S.O.P 800.01 and will be reflected in the Supplemental Agreement of the Inter-Local Cooperation Agreement with ECD and the City. The ECD will reimburse the City for expenses incurred from providing the TIP to eligible Dispatchers each calendar year. The annual amount of the reimbursement will be up to \$18,000.00 payable in January of each calendar year.

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 APPROVING A SUPPLEMENTAL AGREEMENT
OF THE INTERLOCAL COOPERATION AGREEMENT WITH THE
EMERGENCY COMMUNICATIONS DISTRICT, AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Emergency Communications District (ECD) would like to recognize and encourage continuing education units and certifications of 911 dispatchers by creating a training incentive program(TIP); and

WHEREAS, the program allows an annual salary supplement for dispatchers who have obtained certain annual training requirements; and

WHEREAS, the annual amount of the reimbursement will be up to \$18,000.00 and will be payable in January each calendar year; and

WHEREAS, the continuation of the program is dependent on continuous funding of the program by ECD; and

WHEREAS, funds will be available with the second reading of the budget ordinance.

Now therefore,

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

SECTION I. That a Supplemental Agreement of the Interlocal Cooperation Agreement with the Emergency Communications District 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 Supplemental Agreement of the Interlocal Cooperation Agreement with the Emergency Communications District 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:

SUPPLEMENTAL AGREEMENT BETWEEN
THE CITY OF KINGSFORT, TENNESSEE AND
THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSFORT,
TENNESSEE
INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND
PROCEDURES FOR MUTUAL AID AND COORDINATION OF EMERGENCY
COMMUNICATIONS SERVICE

THIS SUPPLEMENTAL AGREEMENT made and entered into as of January, 2017 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

WHEREAS, DISTRICT, by its Resolution adopted on January 19, 2017, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

WHEREAS, CITY, by its Resolution No _____, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

NOW, THEREFORE, the premises considered, the parties agree as follows:

1. **TRAINING.** In providing "911" service to the citizens and residents of CITY, and other service users, DISTRICT has elected to utilize the direct dispatch method of responding to emergency calls. This "911" service is provided by means of this inter-local agreement between DISTRICT and CITY.

In compliance with 2003 *Tenn. Pub. Acts, chapter 254, Sections 2 and 3*, DISTRICT and CITY agree that each of the 911 dispatchers employed by CITY pursuant to said inter-local agreement, must not only meet the general requirements set forth in *Tenn. Code Ann. Section 7-86-205* and *Tenn. Code Ann. Section 58-2-202*, but must also, within six (6) months of their employment with CITY, meet those training and course of study requirements established from time to time by the PUBLIC SAFETY COMMITTEE created by *Tenn. Code Ann. Section 58-2-201* and the EMERGENCY COMMUNICATIONS BOARD, Department of Commerce and Insurance of the State of Tennessee.

It is understood by the Parties that this agreement imposes an obligation on CITY that DISTRICT's expectation of receiving due performance will not be impaired. In order that no reasonable grounds for insecurity shall arise with respect to the performance of CITY, CITY shall provide assurance of its due performance by reporting to DISTRICT, on or about the beginning of every calendar year, with regard to whether each emergency call taker or public safety dispatcher, who receives an initial or transferred 911 call from the public, who is performing services on behalf of DISTRICT pursuant to this inter-local agreement, has satisfied the minimum requirements for dispatcher training established by the rules of the DEPARTMENT OF COMMERCE AND INSURANCE, EMERGENCY COMMUNICATIONS BOARD, CHAPTER 0780-6-2 relating to DISPATCHER TRAINING REGULATIONS (*Tenn. Comp. R &Reg. 0780-6-2 et seq.*); and, that evidence of completion of such training is available for inspection, as are attendance records, course outlines and lesson plans.

In addition to the aforesaid minimum training standards, CITY shall establish for each calendar year, a Training Incentive Program for salary supplement payments for eligible dispatchers, approved by DISTRICT, to encourage dispatchers to achieve, through recognized programs, such Certifications and Continuing Education Units as will enhance a dispatcher's skills above the minimum training standards and thereby increase their communications service to the users of DISTRICT and the public at large. The Training Incentive Program shall provide a salary supplement to each dispatcher determined by CITY and DISTRICT to have achieved recognized Certifications and Continuing Education Units.

2. **CONSIDERATION.**

d. DISTRICT shall reimburse CITY for the expenses incurred by it for providing a Training Incentive Program for eligible dispatchers each calendar year. The annual amount of such reimbursement shall be up to EIGHTEEN THOUSAND AND 00/ 100's DOLLARS (\$18,000.00) payable in January of each calendar year. The amount of reimbursement shall be determined by a Request made by CITY to DISTRICT prior to December 31 of each year which identifies each eligible dispatcher, the Certifications and Continuing Education Units each has achieved and the amount of each respective salary supplement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of February, 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 GENERAL FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE EMERGENCY COMMUNICATIONS DISTRICT FOR A TRAINING INCENTIVE PROGRAM FOR 911 DISPATCHERS 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 Fund budget be amended by appropriating funds received from the Emergency Communications District (ECD) in the amount of \$10,600 to the Central Dispatch operating budget to create a Training Incentive Program (TIP). The funds will provide supplemental pay to participating 911 dispatchers.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
<u>Revenues:</u>	\$	\$	\$
110-0000-348-4010 E-911 Charges/Supplemental Pay	0	10,600	10,600
Totals:	0	10,600	10,600
<u>Expenditures:</u>	\$	\$	\$
110-3050-445-1017 Supplemental Pay	0	10,600	10,600
Totals:	0	10,600	10,600

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

Vacate Unimproved Right-of-Way Located off Mellon Street

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

Action Form No.: AF-08-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 2017
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

- Hold Public Hearing
- Approve Ordinance vacating unimproved right-of-way located off Mellon Street

Executive Summary:

This is a request to vacate approximately 98 feet in of unimproved right-of-way located off Mellon Street, totaling 0.02 acres. The purpose of this owner-requested vacating is to allow for the development of the vacant lots adjacent to the right-of-way. During their December 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on January 1, 2017.

Attachments:

1. Notice of Public Hearing
2. Ordinance
3. Vacating Application
4. Legal Description
5. Staff Report

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

Vacate Unimproved Right-of-Way Located off Mellon Street

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

Action Form No.: AF-08-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 2017
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

- Hold Public Hearing
- Approve Ordinance vacating unimproved right-of-way located off Mellon Street

Executive Summary:

This is a request to vacate approximately 98 feet in of unimproved right-of-way located off Mellon Street, totaling 0.02 acres. The purpose of this owner-requested vacating is to allow for the development of the vacant lots adjacent to the right-of-way. During their December 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on January 1, 2017.

Attachments:

1. Notice of Public Hearing
2. Ordinance
3. Vacating Application
4. Legal Description
5. Staff Report

	Y	N	O
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, January 17, 2017, to consider the vacating of an unimproved portion of right-of-way located off Mellon Street. 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 vacating is generally described as follows:

BEGINNING at a point, said point being the southwesterly corner of tax map 22E, Group B, Parcel 7 and the northerly edge of right-of-way for Mellon Street, thence continuing in a northerly direction for a distance of 96.36 feet to a point, said point being the northwesterly corner of Tax Map 22E, Group B, Parcel 7 and the edge of unimproved right-of-way; thence continuing in a westerly direction for a distance of 12 feet to a point, said point being the northeasterly corner of Tax Map 22E, Group B, Parcel 6 and edge of unimproved right-of-way; thence continuing in a southerly direction for a distance of 96.24 feet to a point, said point being the southeasterly corner of Tax Map 22E, Group B, Parcel 6 and the northerly edge of right-of-way for Mellon Street, thence continuing in a easterly direction for a distance of 12 feet to a point, said point being the point of BEGINNING.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 01/01/17



ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY THAT IS LOCATED OFF THE CURRENT MELLON STREET SITUATED IN THE CITY, SEVENTH CIVIL DISTRICT OF HAWKINS COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at meeting held on December 15, 2016, the Kingsport Regional Planning Commission has determined that the public interest of the City is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and,

WHEREAS, as a result of its action at the meeting held on December 15, 2016, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way of located off Mellon Street within the City of Kingsport, 7th Civil District of Hawkins County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at the intersection of the westerly sideline of the herein described Alley, with the northerly sideline of Mellon Street (20-ft from centerline) and running; thence along the said e westerly sideline of the Alley, north 00 degrees 33 minutes 44 seconds east for a distance of 96.24 feet; thence along the northerly line of the alley, north 89 degrees 22 minutes 55 seconds east for a distance of 12.00 feet; thence along the easterly line of the alley, south 00 degrees 33 minutes 44 seconds east for a distance of 96.36 feet; thence along the northerly sideline of Mellon Street, aforementioned, north 90 degrees, 00 minutes 00 seconds west for a distance of 12.00 feet to the point of beginning, containing 1,155 square feet more or less, as shown on a survey dated December 21, 2016, by M. Lacey Land Surveying, Bulls Gap, Tennessee.

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

ATTEST:

JOHN CLARK
Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

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

APPLICATION

Vacation of City Right-of-Way



APPLICANT INFORMATION:

Last Name Gray First Jacqueline Regina B. & Isiah Date 11/3/2016
Street Address 3412 Stafford Str Apartment/Unit #
City Kingsport State TN. ZIP 37660
Phone 423-392-7363 E-mail Address regina11a@embargmail.com

PROPERTY INFORMATION:

Tax Map Information Tax map: Group: Parcel: Lot:
Street Address 3509 Melton Str Apartment/Unit #
City Kingsport State TN. ZIP 37660

DISCLAIMER AND SIGNATURE

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

The applicant agrees to supply the City with a title opinion from a Tennessee Licensed Attorney showing the owner of the requested property and the chain of title.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. (Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application and have been informed as to the location, date and time of the meeting in which the Planning Commission will review my application. I further state that I am/we are the sole and legal owner(s) of the property described herein and that I am/we are requesting the submitted action.

Signature Jacqueline Regina B. & Isiah R Gray Date 11-3-16

Signed before me on this 3rd day of November, 2016.

a notary public for the State of Tennessee

County of Sullivan

Notary [Signature]

My Commission Expires July 24, 2018



APPLICATION

Vacation of City Right-of-Way



APPLICANT INFORMATION:

Last Name Pierce First Jack & Betsy M.I. _____ Date _____
Street Address 326 Louis St Apartment/Unit # _____
City Kingsport State TN ZIP 37660
Phone 423-247-3886 ⁸⁶³⁻⁴⁸⁰⁰ E-mail Address _____

PROPERTY INFORMATION:

Tax Map Information Tax map: _____ Group: _____ Parcel: _____ Lot: _____
Street Address 3505 Mellon St. Apartment/Unit # _____
City Kingsport State TN ZIP 37660

DISCLAIMER AND SIGNATURE

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

The applicant agrees to supply the City with a title opinion from a Tennessee Licensed Attorney showing the owner of the requested property and the chain of title.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. (Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application and have been informed as to the location, date and time of the meeting in which the Planning Commission will review my application. I further state that I am/we are the sole and legal owner(s) of the property described herein and that I am/we are requesting the submitted action.

Signature

Jack Pierce

Date

Signed before me on this 3RD day of November, 2016

a notary public for the State of Tennessee

County of SULLIVAN

Notary [Signature]

My Commission Expires Sept July 24, 2018



M. Lacey Land Surveying

579 Beech Grove Road, Bulls Gap, TN 37711

Phone: 423-235-5546

www.mlaceylandsurveying.com

December 30, 2016

**RE: Project 6070116
Alley To Be Vacated
North of Mellon Street
City of Kingsport, TN**

Metes & Bounds Description of Alley to Be Vacated

All that tract, piece, parcel of land situate, lying, and being in the City of Kingsport, Seventh (7th) Civil District of Hawkins County, Tennessee, being shown as the "Alley To Be Vacated" on a map entitled, " Re-Plat Lots 560, 561 & 582, 583, Rotherwood Heights, City of Kingsport..." to be filed in the Hawkins County Register's Office, and being more particularly described as follows:

Beginning at the intersection of the westerly sideline of the herein described Alley, with the northerly sideline of Mellon Street (20-ft from centerline) and running; thence along the said e westerly sideline of the Alley, north 00 degrees 33 minutes 44 seconds east for a distance of 96.24 feet; thence along the northerly line of the alley, north 89 degrees 22 minutes 55 seconds east for a distance of 12.00 feet; thence along the easterly line of the alley, south 00 degrees 33 minutes 44 seconds east for a distance of 96.36 feet; thence along the northerly sideline of Mellon Street, aforementioned, north 90 degrees, 00 minutes 00 seconds west for a distance of 12.00 feet to the point of beginning, containing 1,155 square feet more or less, as shown on a survey dated December 21, 2016, by M. Lacey Land Surveying, Bulls Gap, Tennessee.

Property Information	Right-of-Way Vacating		
Address			
Tax Map, Group, Parcel	R-O-W adjacent to Hawkins County Tax Map 22E, Group B, Parcels 6 & 7		
Civil District	7 th Civil District		
Overlay District	N/A		
Land Use Designation	Residential		
Acres	+/- .02 acres		
Applicant #1 Information		Applicant #2 Information	
Name: Jacqueline & Isiah Gray Address: 3412 Stafford St. City: Kingsport State: TN Zip Code: 37660 Email: regina11a@embarqmail.com Phone Number: (423) 392-7363		Name: Jack & Betsy Pierce Address: 326 Louis St. City: Kingsport State: TN Zip Code: 37660 Email: n/a Phone Number: (423) 247-3886	
Planning Department Recommendation			
(Approve, Deny, or Defer) <p>The Kingsport Planning Division recommends abandonment of the unimproved right-of-way located off Mellon Street:</p> <ul style="list-style-type: none"> Request reviewed by all city departments No utilities located in the right-of-way <p>Staff Field Notes and General Comments:</p> <p>The applicants for this request are the adjacent property owners to the subject area. The requested vacating area is approximately 98 feet in length and 12 feet in width. No utilities are present in this area and the right-of-way has never been developed.</p> <p>Utilities: No utilities present in the vacating request area.</p>			
Planner:	Harmon	Date: 12/5/16	
Planning Commission Action		Meeting Date:	December 15, 2016
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION**Right-of-Way Vacating**

ADDRESS	Located off Mellon St
DISTRICT, LAND LOT	Hawkins County 7th Civil District, TM 22E, Group B, Parcels 6 & 7
OVERLAY DISTRICT	R-1B
PROPOSED ZONING	No Change
ACRES +/- 0.02	
EXISTING USE	Vacant
PROPOSED USE	Residential

PETITIONER 1: Jacqueline & Isiah Gray
3412 Stafford St. Kingsport, TN 37660

PETITIONER 2: Jack & Betsy Pierce
326 Louis St. Kingsport, TN 37660

INTENT

The applicants are requesting that the unimproved right-of-way located between their properties be vacated by the City of Kingsport.

The area requested to be vacated is approximately 98 feet in length and 12 feet in width. It is a platted alleyway that was never developed. No utilities are located within this area and this area does not serve as frontage for any other lots.

This request has been reviewed by all city departments and they have responded that there is no need for this portion of right-of-way from a city perspective.

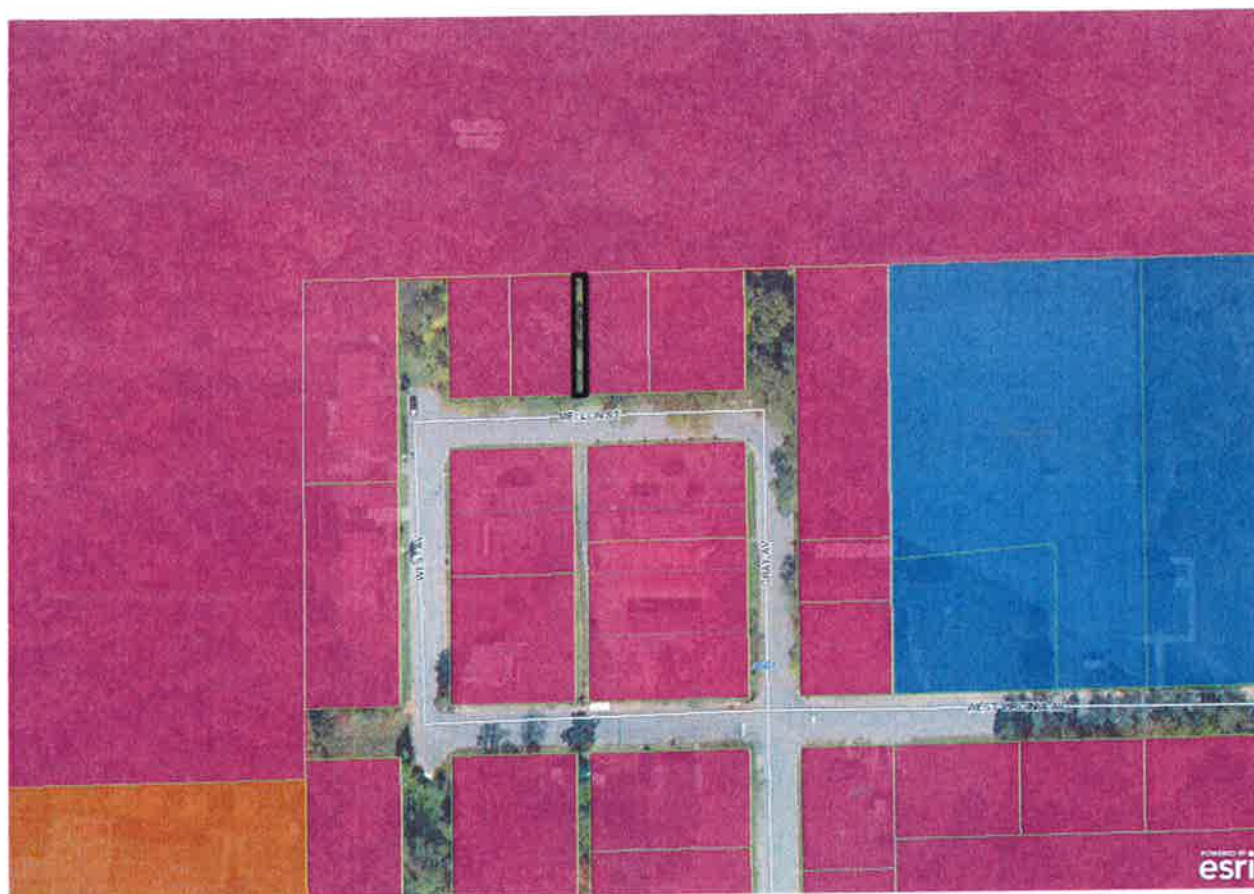
Location Map



Surrounding Zoning



Future Land Use Map



North



South



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of 98 feet of unimproved right-of-way located off Mellon Street as City staff sees no future use for the right-of-way.



AGENDA ACTION FORM

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

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

Action Form No.: AF-01-2017
 Work Session: January 17, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Helen Whittaker
 Presentation By: Chris McCartt

Recommendation:

Approve the ~~Resolution~~ and Ordinance to accept the donations.

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. Vess has won the world fantasy award – best artist, twice.

The library received a patron donation of \$1,000 and Friends of the Library endowment donation around \$6,860 that we will be using for this.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

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

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

Action Form No.: AF-01-2017
 Work Session: January 17, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Helen Whittaker
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution and Ordinance to accept the donations.

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. Vess has won the world fantasy award – best artist, twice.

The library received a patron donation of \$1,000 and Friends of the Library endowment donation around \$6,860 that we will be using for this.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING DONATIONS FOR ARTWORK
FOR THE CHILDREN'S AREA

WHEREAS, the library would like to commission artwork for the remodeled children's area;
and

WHEREAS, the commission would be with Charles Vess, an Abingdon, Virginia resident,
artist and comic book illustrator; and

WHEREAS, the library would like to accept a donation of \$1,000.00 from a library patron
and a donation of \$5,000.00 from the Friends of the Library for this commission.

Now therefore,

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

SECTION I. That the donation to the city from the Friends of the Library in the amount
of \$6,860.00 and from an individual library patron in the amount of \$1,000.00 for the commission
of art for the remodeled children's area in the Kingsport Public Library from Charles Vess, is
accepted.

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

ADOPTED this the 3rd day of January, 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 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 Charles Vess in the amount of \$1,000 and \$6,860 from the Friends of the Library to the Children's Artwork project (NC1706).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<hr/>			
<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	0	1,000	1,000
111-0000-364-3000 From Non-Profit	0	6,860	6,860
<i>Totals:</i>	0	7,860	7,860
<hr/>			
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	0	7,860	7,860
<i>Totals:</i>	0	7,860	7,860
<hr/>			

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

Receive the Community Foundation of Middle Tennessee's, Serving Our Seniors Tennessee Grant, and Appropriate the Funds

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

Action Form No.: AF-05-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 2017
Staff Work By: Shirley Buchanan
Presentation By: Shirley Buchanan, Chris McCartt

Recommendation:

Approve the ~~Resolution and the~~ Ordinance.

Executive Summary:

The Senior Center has been selected to receive a Serving our Seniors grant from the Community Foundation of Middle Tennessee. The amount of the grant is \$75,000 to be used for technology devices and training for Seniors in the area. Specifically the funds will be used for the purchase of laptops, i-pads, credit card readers, webcams, apps, furniture to secure the devices, and classroom instruction for a variety of uses. This grant will aid the Center in redesigning its current computer lab into more of a mobile lab where seniors will be able to check out the devices and use them throughout the Center and in some cases in other places. No matching funds are required for the grant.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: js

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



AGENDA ACTION FORM

Receive the Community Foundation of Middle Tennessee's, Serving Our Seniors Tennessee Grant, and Appropriate the Funds

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

Action Form No.: AF-05-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 2017
 Staff Work By: Shirley Buchanan
 Presentation By: Shirley Buchanan, Chris McCartt

Recommendation:

Approve the Resolution and the Ordinance.

Executive Summary:

The Senior Center has been selected to receive a Serving our Seniors grant from the Community Foundation of Middle Tennessee. The amount of the grant is \$75,000 to be used for technology devices and training for Seniors in the area. Specifically the funds will be used for the purchase of laptops, i-pads, credit card readers, webcams, apps, furniture to secure the devices, and classroom instruction for a variety of uses. This grant will aid the Center in redesigning its current computer lab into more of a mobile lab where seniors will be able to check out the devices and use them throughout the Center and in some cases in other places. No matching funds are required for the grant.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: js

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SERVING OUR SENIORS GRANT FROM THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE FOR THE SENIOR CENTER

WHEREAS, the city, through the Senior Center, would like to apply for a Serving our Seniors grant through the Community Foundation of Middle Tennessee, which will provide funds to purchase laptops, i-pads, credit card readers, webcams, apps, furniture to secure the devices, and classroom instruction for a variety of uses; and

WHEREAS, the maximum amount of the grant award is \$75,000.00, and the grant requires no match.

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 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, all documents necessary and proper to apply for and receive a Serving our Seniors grant through the Community Foundation of Middle Tennessee in the amount of \$75,000.00 for the senior center, which will requires no match.

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

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

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

ADOPTED this the 17th day of January, 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 GRANT FUNDS TO THE SENIOR CENTER MOBILE TECHNOLOGY 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 General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Community Foundation of Middle Tennessee in the amount of \$75,000 to the Senior Center Mobile Technology project (NC1707).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Project-Special Rev. Fund			
Senior Center Mobile Technology (NC1707)			
<u>Revenues:</u>	\$	\$	\$
111-0000-364-3000 From Non-Profit	0	75,000	75,000
Totals:	0	75,000	75,000
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	0	75,000	75,000
Totals:	0	75,000	75,000

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

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

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

Action Form No.: AF-17-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 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 four at their meeting on January 3, 2017.

This amendment Increases revenue estimates for BEP Funds and Sales Tax by a combined total of \$136,000. There is also a corresponding increase in appropriations for Regular Teacher Salaries and Benefits. This will fund 2 additional teaching positions that were necessary because of enrollment. There is also an increase in estimated revenue and appropriations for some small grants received from the TN Arts Commission, in the amount of \$5,781.

This amendment also transfers funds in the Indian Highland Parking Lot project to a new project for the renovations of North High School. There is currently \$200,000 set aside for the parking lot project. The amount of the transfer is \$25,000. This transfer will fund a facility assessment by architects, Perkins+Will. Also included is the development of conceptual plans and budget. It is intended that the funds in the Indian Highland Parking Lot project be replaced from the proceeds of the Sullivan County bonds.

Attachments:

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

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

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

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

Action Form No.: AF-17-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 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 four at their meeting on January 3, 2017.

This amendment Increases revenue estimates for BEP Funds and Sales Tax by a combined total of \$136,000. There is also a corresponding increase in appropriations for Regular Teacher Salaries and Benefits. This will fund 2 additional teaching positions that were necessary because of enrollment. There is also an increase in estimated revenue and appropriations for some small grants received from the TN Arts Commission, in the amount of \$5,781.

This amendment also transfers funds in the Indian Highland Parking Lot project to a new project for the renovations of North High School. There is currently \$200,000 set aside for the parking lot project. The amount of the transfer is \$25,000. This transfer will fund a facility assessment by architects, Perkins+Will. Also included is the development of conceptual plans and budget. It is intended that the funds in the Indian Highland Parking Lot project be replaced from the proceeds of the Sullivan County bonds.

Attachments:

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

Funding source appropriate and funds are available:

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

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 Four to increase the estimated revenue for BEP Funds by \$72,000; the estimated revenue for County Sales Tax by \$64,000; and the estimated revenue for Other State Grants by \$5,781. The expenditure budget will be changed by increasing the appropriation for Teacher Salaries and Benefits by \$136,000; and the appropriations for Principals Office-Other Charges by \$5,781. In addition the General Project Fund Budget will be amended by decreasing the estimated revenue for the School Improvements (Indian Highland Parking Lot) Project (GP1513) – 2015 General Obligation Bonds by \$25,000 and by decreasing the appropriation for Improvements by \$25,000; by increasing the estimated revenue for the Sullivan North High School Renovation project (GP1733) – 2015 General Obligation Bonds and by increasing appropriation for Architectural Services of \$25,000.

<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>	\$	\$	\$
141-0000-338-6510 BEP Revenue	27,887,000	72,000	27,959,000
141-0000-338-6980 Other State Grants	0	5,781	5,781
141-0000-339-0210 County Sales Tax	9,043,000	64,000	9,107,000
Totals:	36,930,000	141,781	37,071,781

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
141-7150-711-0116 Reg. Inst.-Teacher Salaries	23,231,741	104,600	23,336,341
141-7150-711-0201 Reg. Inst.-Social Security	1,470,800	6,400	1,477,200
141-7150-711-0204 Reg. Inst.-Retirement	2,197,600	9,400	2,207,000
141-7150-711-0206 Reg. Inst.-Life Insurance	101,750	400	102,150
141-7150-711-0207 Reg. Inst.-Medical Insurance	3,999,900	13,200	4,013,100
141-7150-711-0209 Reg. Inst.-Disability Insurance	58,650	400	59,050
141-7150-711-0210 Reg. Inst.-Unemployment	25,300	200	25,500
141-7150-711-0212 Reg. Inst.-Medicare	343,750	1,400	345,150
141-7212-801-0599 Principal's Office-Other Chrgs	0	1,550	1,550
141-7216-801-0599 Principal's Office-Other Chrgs	0	200	200
141-7220-801-0599 Principal's Office-Other Chrgs	0	1,550	1,550
141-7225-801-0599 Principal's Office-Other Chrgs	0	1,500	1,500

141-7230-801-0599	Principal's Office-Other Chrgs	0	207	207
141-7235-801-0599	Principal's Office-Other Chrgs	0	774	774
Totals:		31,429,491	141,781	31,571,272

Fund 311: General Project Fund
School Improvements(GP1513)

<u>Revenues:</u>		\$	\$	\$
311-0000-368-1051	2015 A GO Bonds	344,564	(25,000)	319,564
Total:		344,564	(25,000)	319,564

<u>Expenditures:</u>		\$	\$	\$
311-000-601-9003	Improvements	641,144	(25,000)	616,144
Total:		641,144	(25,000)	616,144

Sullivan North Renovations (GP1733)

<u>Revenues:</u>		\$	\$	\$
311-0000-368-1051	2015 A GO Bonds	0	25,000	25,000
Total:		0	25,000	25,000

<u>Expenditures:</u>		\$	\$	\$
311-000-601-2023	Architectural Services	0	25,000	25,000
Total:		0	25,000	25,000

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:

January 3, 2017

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2016-2017
BUDGET AMENDMENT NUMBER FOUR

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: REGULAR TEACHER SALARIES

We have had to add 2 teaching positions that were not budgeted. This was due to enrollment growth. The total salary and benefits budget for a new teacher is \$68,000. There are increases in the BEP and Sales Tax revenue estimates that can be used to fund these positions

It is recommended that the appropriations for Regular Education Teacher Salaries and Benefits be increased by \$136,000.

ITEM TWO: BEP FUNDS

We have received our 2017 mid-year revised BEP amount. This is an increase to fund the State health insurance premium increase, effective 1-1-17. The current and original estimate for BEP funds is from the April estimate and is in the amount of \$27,887,000. The January revised estimate is in the amount of \$27,959,000. This is an increase of \$72,000.

It is recommended that the estimated revenue for State BEP Funds be increased by \$72,000.

ITEM THREE: SALES TAX

So far this fiscal year our Sales Tax revenues have exceeded estimates. In order to fund the balance of the additional teachers, it is recommended that the estimate for Sales Tax revenue be increased by \$64,000.

ITEM FOUR: STUDENT TICKET SUBSIDY GRANT

Adams, Jefferson, Johnson, Kennedy, Lincoln, and Roosevelt schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$5,781 and that the appropriations for Principal's Other Charges be increased by \$5,781.

CAPITAL PROJECTS FUND

We have received a proposal from Will+Perkins for the initial phase of the Sullivan North High School renovations. The amount of the proposal is \$20,000. This includes the facility assessment, programming, and developing conceptual plans and a budget. Ultimately funding for this work will come from the proposed \$140 million Sullivan County Bond Funds. In the interim funds will need to be identified from another source.

In budget amendment number two we borrowed \$100,000 of the \$300,000 budgeted from the Indian Highland Parking Lot project. This project will be completed in the summer of 2017. Since it will be a few months from now before these funds are needed, it is recommended that we borrow another \$25,000 to fund the initial renovation for Sullivan North high School. When funds are received from the proposed Sullivan County Bunds, the Indian Highland Parking Lot Improvements project will be reimbursed.



AGENDA ACTION FORM

Re-Affirm Resolution No. 2012-075 for the Recreation Trails Grant Contract and Ordinance to Establish the Project Account

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

Action Form No.: AF-02-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 2017
 Staff Work By: Kitty Frazier/Chris McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

In 2011 the City of Kingsport applied for a Recreation Trails Program grant to develop a wetland boardwalk adjacent to the Greenbelt, behind East Stone Commons. The grant was awarded in 2013 in the amount of \$120,000. (\$30,000 match). The Grant program is managed through the Tennessee Department of Environment and Conservation. Delays in execution of the grant were encountered due to reductions in Federal funding. Contracts for this grant were recently released and required immediate signed approvals by the city. The mayor has signed the necessary grant documents for submittal to TDEC. The board is asked to re-affirm the acceptance of the grant as approved in 2011 merely for the amount of time and change of the board members. Funding for the grant match is available.

Attachments:

1. 2017 Resolution
2. Ordinance
3. Resolution No. 2012-075
4. RTP Grant Contract

Funding source appropriate and funds are available: *JP*

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



AGENDA ACTION FORM

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Attachments:

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Funding source appropriate and funds are available:

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George	—	—	—
McIntire	—	—	—
Oltman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A RECREATIONAL TRAILS GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR THE GREENBELT PROJECT

WHEREAS, in 2011, the city applied for a Recreational Trails Grant from the Tennessee Department of Environment and Conservation for the Greenbelt project along the Buffalo Grasslands Section (North Eastman Road to John B. Dennis); and

WHEREAS, the grant provides funding for land acquisition for trails, trail maintenance, trail construction, trail rehabilitation and for trail head support facilities; and

WHEREAS, the maximum amount of project is \$150,000.00, with \$120,000.00 from grant funds and a \$30,000.00 local match; and

WHEREAS, funds for the local match are available in the East Stone Commons Greenbelt Project account; and

WHEREAS, due to a shortage of federal funds, the city just recently received the grant funds and contract.

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 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, all documents necessary and proper to apply for and receive Recreational Trails Grant from the Tennessee Department of Environment and Conservation for the Greenbelt project along the Buffalo Grasslands Section (North Eastman Road to John B. Dennis).

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

ADOPTED this the 17th of January, 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 FUND BUDGET BY APPROPRIATING GRANT FUNDS TO THE EAST STONE COMMON GREENBELT PHASE 2 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 General Project Fund budget be amended by appropriating grant funds received from the Tennessee Department of Environment and Conservation for the Recreation Trail Program in the amount of \$120,000 to East Stone Commons Greenbelt Phase 2 project (GP1621). The grant requires a \$30,000 match and is provided in the project.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
E S Common Greenbelt PH2 (GP1621)			
<u>Revenues:</u>	\$	\$	\$
311-0000-332-7202 RTP Grant	0	120,000	120,000
311-0000-364-2000 From Corporations	39,889	0	39,889
311-0000-364-3000 From Non-Profit	114,881	0	114,881
Totals:	154,770	120,000	274,770
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	151,020	110,000	261,020
311-0000-601-2023 Arch/Eng/Landscaping	3,750	10,000	13,750
Totals:	154,770	120,000	274,770

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: _____

RESOLUTION NO. 2012-075

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A RECREATIONAL TRAILS GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR THE GREENBELT PROJECT

WHEREAS, the city desires to apply for and receive a Recreational Trails Grant from the Tennessee Department of Environment and Conservation for the Greenbelt project along the Buffalo Grasslands Section (North Eastman Road to John B. Dennis); and

WHEREAS, the grant provides funding for land acquisition for trails, trail maintenance, trail construction, trail rehabilitation and for trail head support facilities; and

WHEREAS, the maximum amount of project is \$150,000.00, with \$120,000.00 from grant funds and a \$30,000.00 local match; and

WHEREAS, funds for the local match are available in the East Stone Commons Greenbelt Project account.

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 Recreational Trails Grant from the Tennessee Department of Environment and Conservation for the Greenbelt project along the Buffalo Grasslands Section (North Eastman Road to John B. Dennis).


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

ADOPTED this the 18th of October, 2011.

ATTEST:


ANGELA MARSHALL
Deputy City Recorder




DENNIS R. PHILLIPS, Mayor


APPROVED AS TO FORM:


J. MICHAEL BILLINGSLEY, City Attorney



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date January 15, 2017	End Date January 14, 2019	Agency Tracking # 32701-02819	Edison ID 50632		
Grantee Legal Entity Name CITY OF KINGSPORT			Edison Vendor ID 0000001562		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.219 Grantee's fiscal year end – June 30			
Service Caption (one line only) Recreational Trails Program Grant for 2011 Kingsport Buffalo Grasslands Section. (17RT002.)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017		\$120,000.00			\$120,000.00
2018					
2019					
TOTAL:		\$120,000.00			\$120,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grant applications are competitively scored based on criteria in the Recreational Trails Program Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE - GG	
Speed Chart (optional) Appropriation Code (M940) for 2013, EN00018715		Account Code (optional) 71302000=city			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of Buffalo Grasslands Section, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #: 0000001562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall implement the following activities as described in Attachment A: (1) ☐ land acquisition for local, state, or federal parks, natural areas, greenways; (2) ☐ land acquisition for recreational trail facilities; (3) ☒ trail development and maintenance; (4) ☒ capital projects in parks, natural areas, and greenways, and, (5) ☐ trail training, trail patrols and trail safety education.
- A.3. The Grantee agrees to comply with the provisions of the Recreational Trails Program Manual.
- A.4. The Grantee has been provided a copy of the Recreational Trails Program Manual.
- A.5. Work completed under this grant is subject to inspection by the Park and Recreation Technical Advisory Service (PARTAS).
- A.6. Grantee shall contact the State if any of the information contained on the Federal Award Identification Worksheet, which appears as Attachment B, is incorrect or changes.
- A.7. The Grantee will carry out the project in accordance with Form FHWA 1273 that is found on Attachment C.
- A.8. The Grantee will carry out the project in accordance with the Buy America Programmatic Agreement that is found on Attachment D.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on January 15, 2017 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Twenty-Thousand Dollars (\$120,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Environment and Conservation
 Recreation Education Services
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 2nd Floor
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Environment and Conservation, Recreation Educational Services Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
 - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
 - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be

reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Gerald F. Parish, Jr., Director
 Recreation Educational Services Division
 Tennessee Department of Environment and Conservation
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 2nd Floor
 Nashville, Tennessee 37243
 Email Address: Gerald.Parish@tn.gov
 Telephone # (615) 532-0748
 FAX # (615) 532-0732

The Grantee:

Honorable John Clark
 Mayor of Kingsport
 1550 Fort Henry Drive
 Kingsport, TN 37664

Email Address: kittyfrazier@kingsporttn.gov
 Telephone #: 423.229.9408
 FAX #: 423.229.9362

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment E.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

- services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

ATTACHMENT A

Page 1

GRANT BUDGET				
City of Kingsport – Recreational Trails Program				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: January 15, 2017		END: January 14, 2019		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11- 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	\$120,000.00	0.00	\$120,000.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	\$30,000.00	\$30,000.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	\$120,000.00	\$30,000.00	\$150,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

CAPITAL PURCHASE	AMOUNT
Construct additional Kingsport Greenbelt of approximately 1,200 feet of boardwalk and a hard-surface connection that is approximately 425 feet long and amenities.	\$120,000.00
TOTAL	\$120,000.00

IN-KIND EXPENSE	AMOUNT
Boardwalk Decking	\$30,000.00
	\$30,000.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Kingsport
Subrecipient's DUNS number	079027579
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	20.219, Recreational Trails Program
Grant contract's begin date	1/15/2017
Grant contract's end date	1/14/2019
Amount of federal funds obligated by this grant contract	\$120,000.00
Total amount of federal funds obligated to the subrecipient	\$120,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$120,000.00
Name of federal awarding agency	Federal Highway Administration
Name and contact information for the federal awarding official	Frank Vickers 615-781-5768
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Recreation Educational Services
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, Tennessee 37243
(615) 532-0748
(615) 532-0732 FAX

February 24, 2015

Ms. Pamela M. Kordenbrock, Division Administrator
Federal Highway Administration
Tennessee Division Office
Building 200, Suite 508
404 BNA Drive
Nashville, TN 37217

Dear Ms. Kordenbrock:

This letter outlines the requirements to receive a conditional Buy America waiver for the purchase of on-road vehicles, trail grooming vehicles and mechanized equipment primarily constructed with steel or iron (hereinafter, "applicable equipment") using funds authorized under the Recreational Trails Program (RTP). This request is in response to Federal Register/Vol.78, No. 116 published on Monday, June 17, 2013, that established a partial waiver from the 100 percent domestic content requirement that applies to Federal-aid highway projects under Buy America as it applies to vehicle projects.

The Tennessee Department of Environment and Conservation (TDEC) requests that the partial waiver apply to the State of Tennessee's RTP program for the purchase of applicable equipment.

Should TDEC select a project to be funded that includes purchase or lease of applicable equipment, TDEC shall submit information (project location and description, description of equipment, and cost of project) to the FHWA Tennessee Division. The Tennessee Division will submit a list of waiver requests to FHWA Headquarters on a quarterly basis. FHWA will post a notice of intent to process waiver requests on the FHWA Construction Contract Administration web page following the last day of each calendar quarter. After a 15 day public comment period, the FHWA will then evaluate the comments and prepare a Federal Register notice regarding the FHWA's final decision regarding the waiver, which would become effective on the date of publication in the Federal Register. The RTP project will not be authorized until the waiver is published in the Federal Register.

Ms. Pamela M. Kordenbrock, Division Administrator
February 24, 2015
Page two

To demonstrate compliance with Buy America, TDEC agrees that all applicable RTP projects shall comply with the following:

- For project contracts that include the acquisition of applicable equipment, TDEC shall require that project sponsors include a provision in their purchase order indicating that the project contract language requires the manufacturer to identify the location of the product's final assembly.
- Project contracts will include a clause that TDEC will require and will receive the manufacturer's certification that the product's final assembly occurred in the United States. This certification shall include the city and state in which the product's final assembly occurred.

TDEC intends that this letter serve as a programmatic agreement between the FHWA Tennessee Division Office and the Tennessee Department of Environment and Conservation for all RTP projects that are approved for the Buy America conditional waiver.

This letter will also serve as TDEC's demonstration of a good faith effort to determine that the final assembly of an on-road vehicle, trail grooming vehicle or mechanized equipment purchased with RTP funds occurs in the United States.

Please let me know if you have any questions or need additional information.

Sincerely,



Gerald Parish
Director, Recreation Educational Services Division

cc: Gary Fottrell, FHWA Tennessee Division
Robert (Bob) Richards, Greenways and Trails Coordinator, TDEC-RES
Alice Burke, Grants Administrator, TDEC-RES

ATTACHMENT E**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is City of Kingsport a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport a child? ☐ Yes ☐ No

If yes, complete the fields below.

Parent entity's name _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY17

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

Action Form No.: AF-09-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 2017
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will appropriate \$70,000 from the East Tennessee Foundation grant to the Centennial Park/Downtown Parks project and transfer \$650 from the Centennial Park project (GP1533) to the Centennial Park/Downtown Parks project and close GP1533. A transfer of \$300,000 from the Centennial Park/Downtown Parks project to the Carousel Park project will be made.

The General Project Fund will be amended by transferring \$104,246 from FTA383 to the transit Center project (GP1718), \$50,000 will be transferred from One Kingsport to the Special Programs budget for SBK, \$88,975 will be transferred from the Fire Truck and Equipment project (GP1410) to the Fire Truck and Equipment project (GP1719), \$34,332 will be transferred from the Fire Training ground project (GP1521) to the Fire Training Ground project (GP1732) and \$20,000 will be transferred from the General Fund Miscellaneous operating budget to the Centennial operating project (NC1613). GP1521 and FTA383 will be closed.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY17

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

Action Form No.: AF-09-2017
 Work Session: January 17, 2017
 First Reading: January 17, 2017

Final Adoption: February 7, 2017
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will appropriate \$70,000 from the East Tennessee Foundation grant to the Centennial Park/Downtown Parks project and transfer \$650 from the Centennial Park project (GP1533) to the Centennial Park/Downtown Parks project and close GP1533. A transfer of \$300,000 from the Centennial Park/Downtown Parks project to the Carousel Park project will be made.

The General Project Fund will be amended by transferring \$104,246 from FTA383 to the transit Center project (GP1718), \$50,000 will be transferred from One Kingsport to the Special Programs budget for SBK, \$88,975 will be transferred from the Fire Truck and Equipment project (GP1410) to the Fire Truck and Equipment project (GP1719), \$34,332 will be transferred from the Fire Training ground project (GP1521) to the Fire Training Ground project (GP1732) and \$20,000 will be transferred from the General Fund Miscellaneous operating budget to the Centennial operating project (NC1613). GP1521 and FTA383 will be closed.

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	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS 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 Fund and General Project Special Revenue Fund budgets be amended by transferring \$650 from the Centennial Park project (GP1533) and by appropriating funds received from the East Tennessee Foundation to the Centennial Park project (GP1627) and by transferring \$300,000 from the Centennial Park/Downtown Parks project (GP1627) to the Carousel Park project (GP1734), by transferring \$50,000 from the One Kingsport project (GP1702) to the Special Programs operating budget for SBK, by transferring \$104,246 from the TN-90-X383 Grant FY15 (FTA383) to the Transit Center project (GP1718), by transferring \$88,975 from the Fire Truck & Equipment project (GP1410) to the Fire Truck & Equipment project (GP1719), by transferring \$34,332 from the Fire Training Ground project (GP1521) to the Fire Training Ground project (GP1732), by transferring \$20,000 from the General Fund operating budget to the Centennial Project (NC1613) and by appropriating \$3,168 to Clerks Office E Citations (NC1507) and \$13,256 to the Enforcement E Citations project (NC1508). Projects GP1533, FTA383 and GP1521 will be closed.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Centennial Park (GP1533)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-364-1000 Contributions/Individuals	1,000	(650)	350
311-0000-368-1047 Series 2014 A GO Bonds	193,226	0	193,226
311-0000-368-2101 Premium From Bond Sale	29,108	0	29,108
<u>Totals:</u>	223,334	(650)	222,684
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	221,934	(650)	221,284
311-0000-601-9003 Improvements	1,400	0	1,400
<u>Totals:</u>	223,334	(650)	222,684

Fund 311: General Project Fund
Centennial Park/Downtown Parks (GP1627)

<u>Revenues:</u>	\$	\$	\$
311-0000-364-1000 Contributions/Individuals	0	650	650

311-0000-364-5621 East Tenn. Foundation	520,000	70,000	590,000
311-0000-368-1047 Series 2014 A GO Pub Imp	126,266	0	126,266
311-0000-368-1054 Series 2016 GO (Nov 4)	326,643	(300,000)	26,643
311-0000-368-2101 Premium From Bond Sale	27,074	0	27,074
311-0000-391-0100 From General Fund	851,200	0	851,200
Totals:	1,851,183	(229,350)	1,621,833

Expenditures:

	\$	\$	\$
311-0000-601-2022 Construction Contracts	20,000	0	20,000
311-0000-601-2023 Arch/Eng/Landscaping	77,315	0	77,315
311-0000-601-2095 Public Art	5,000	5,000	10,000
311-0000-601-4041 Bond Sale Expense	3,717	0	3,717
311-0000-601-9001 Land	0	31,000	31,000
311-0000-601-9003 Improvements	1,745,151	(265,350)	1,479,801
Totals:	1,851,183	(229,350)	1,621,833

Fund 311: General Project Fund

Carousel Park (GP1734)

Revenues:

	\$	\$	\$
311-0000-368-1054 Series 2016 GO (Nov 4)	0	300,000	300,000
Totals:	0	300,000	300,000

Expenditures:

	\$	\$	\$
311-0000-601-9003 Improvements	0	300,000	300,000
Totals:	0	300,000	300,000

Fund 311: General Project Fund

One Kingsport (GP1702)

Revenues:

	\$	\$	\$
311-0000-391-0100 From General Fund	700,000	(50,000)	650,000
Totals:	700,000	(50,000)	650,000

Expenditures:

	\$	\$	\$
311-0000-601-2020 Professional Consultants	50,000	0	50,000
311-0000-601-2022 Construction Contracts	200,000	0	200,000
311-0000-601-2023 Arch/Eng/Landscaping	100,000	0	100,000
311-0000-601-9003 Improvements	350,000	(50,000)	300,000
Totals:	700,000	(50,000)	650,000

Fund 110: General Fund

Expenditures:

	\$	\$	\$
110-4804-481-7036 General Project Fund	1,553,600	(50,000)	1,503,600
110-1005-405-8051 SBK Animal Control Center	215,800	50,000	265,800
Totals:	1,769,400	0	1,769,400

**Fund 123: Urban Mass Transit Asst
TN-90-X383 Grant FY15 (FTA383)**

Revenues:	\$	\$	\$
123-0000-331-2000 Fed Rev/ UMTA Sec. 9	752,550	0	752,550
123-0000-332-9000 Dept. of Transportation	478,954	0	478,954
123-0000-365-2009 Bus Fares	59,000	0	59,000
123-0000-365-2100 ADA Paratransit	25,000	0	25,000
123-0000-368-1500 Rental of Land & Buildings	49,000	0	49,000
123-0000-391-0100 From General Fund	299,365	(104,246)	195,119
Totals:	1,663,869	(104,246)	1,559,623
Expenditures:			
123-5901-602-1010 Salaries & Wages	715,002	0	715,002
123-5901-602-1011 Overtime	29,594	0	29,594
123-5901-602-1020 Social Security	50,963	0	50,963
123-5901-602-1030 Health Ins.	81,022	0	81,022
123-5901-602-1040 Retirement	74,657	0	74,657
123-5901-602-1050 Life Ins.	2,000	0	2,000
123-5901-602-1052 Long Term Disability	588	0	588
123-5901-602-1060 Workmen's Comp	26,528	0	26,528
123-5901-602-1061 Unemployment	1,210	0	1,210
123-5901-602-2010 Advertising & Publication	6,000	0	6,000
123-5901-602-2011 Printing & Binding	10,000	(4,440)	5,560
123-5901-602-2020 Professional Consultant	80,670	(70,884)	9,786
123-5901-602-2021 Accounting and Auditing	8,000	(6,800)	1,200
123-5901-602-2030 Electric	10,000	(3,623)	6,377
123-5901-602-2033 Water and Sewer	2,500	0	2,500
123-5901-602-2034 Telephone	7,500	0	7,500
123-5901-602-2036 Natural Gas	6,000	(4,273)	1,727
123-5901-602-2040 Travel Exp	12,000	(6,440)	5,560
123-5901-602-2041 Registration Fees/Tuition	6,000	(3,094)	2,906
123-5901-602-2042 Personal Vehicle Reimb.	300	0	300
123-5901-602-2043 Dues and Memberships	8,000	(1,485)	6,515
123-5901-602-2044 Literature/Subscriptions	2,000	0	2,000
123-5901-602-2045 Training	5,500	0	5,500
123-5901-602-2052 Medical Services	2,000	0	2,000
123-5901-602-2054 Machinery/Equip Rental	7,000	(3,207)	3,793
123-5901-602-2055 Repairs & Maintenance	20,393	0	20,393
123-5901-602-2056 Repair & Maint-Vehicles	247,888	0	247,888
123-5901-602-2069 Storm Water Fee Exp.	300	0	300
123-5901-602-2075 Temporary Employees	5,000	0	5,000
123-5901-602-2099 Miscellaneous	65,247	0	65,247
123-5901-602-3010 Office Supplies	4,932	0	4,932

123-5901-602-3011 Postage	347	0	347
123-5901-602-3012 Food	1,328	0	1,328
123-5901-602-3020 Operating Supplies & Tools	10,000	0	10,000
123-5901-602-3022 Maintenance Supplies	6,445	0	6,445
123-5901-602-3026 Sign Parts & Supplies	3,555	0	3,555
123-5901-602-3029 Clothing & Uniforms	8,400	0	8,400
123-5901-602-3044 Motor Pool Charges	1,000	0	1,000
123-5901-602-5026 Vehicle Ins. Chargd by Fleet	4,000	0	4,000
123-5902-602-9004 Equipment	112,476	0	112,476
123-5902-602-9006 Purchases Over \$5,000	17,524	0	17,524
Totals:	1,663,869	(104,246)	1,559,623

Fund 311: General Project Fund

Transit Center (GP1718)

Revenues:	\$	\$	\$
311-0000-331-2000 Fed Rev/ UMTA Sec. 9	4,124,000	0	4,124,000
311-0000-332-9000 Dept. of Transportation	515,500	0	515,500
311-0000-368-1054 Series 2016 GO (Nov 4)	351,188	0	351,188
311-0000-368-2101 Premium From Bond Sale	29,108	0	29,108
311-0000-391-0100 From General Fund	115,547	104,246	219,793
Totals:	5,135,343	104,246	5,239,589

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	399,547	0	399,547
311-0000-601-4041 Bond Sale Expense	3,996	0	3,996
311-0000-601-9001 Land	1,016,500	0	1,016,500
311-0000-601-9003 Improvements	3,715,300	104,246	3,819,546
Totals:	5,135,343	104,246	5,239,589

Fund 111: General Project-Special Rev Fund

Clerks Office E Citations (NC1507)

Revenues:	\$	\$	\$
111-0000-351-3310 Clerk's Office	300	3,168	3,468
Totals:	300	3,168	3,468

Expenditures:	\$	\$	\$
111-0000-601-2045 Training	150	0	150
111-0000-601-2055 Repairs & Maintenance	30	1,000	1,030
111-0000-601-3020 Operating Supplies & Tools	120	2,168	2,288
Totals:	300	3,168	3,468

Fund 111: General Project-Special Rev Fund

Enforcement E Citations (NC1508)

Revenues:	\$	\$	\$
111-0000-351-3320 Enforcement Agency	600	13,256	13,856

Totals:

600	13,256	13,856
------------	---------------	---------------

Expenditures:

111-0000-601-2045 Training
 111-0000-601-2055 Repairs & Maintenance
 111-0000-601-3020 Operating Supplies & Tools

Totals:

\$	\$	\$
150	1,000	1,150
50	8,000	8,050
400	4,256	4,656
600	13,256	13,856

Fund 311: General Project Fund**Fire Truck & Equipment (GP1410)****Revenues:**

311-0000-364-2000 From Corporations
 311-0000-368-1047 Series 2014A GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale
 311-0000-391-0100 From General Fund

Totals:

\$	\$	\$
14,400	(14,400)	0
1,068,641	(65,352)	1,003,289
117,548	0	117,548
9,223	(9,223)	0
1,209,812	(88,975)	1,120,837

Expenditures:

311-0000-601-4041 Bond Expense
 311-0000-601-9006 Purchases Over \$5,000

Totals:

\$	\$	\$
20,189	0	20,189
1,189,623	(88,975)	1,100,648
1,209,812	(88,975)	1,120,837

Fund 311: General Project Fund**Fire Truck & Equipment (GP1719)****Revenues:**

311-0000-364-2000 From Corporations
 311-0000-368-1047 Series 2014A GO Pub Imp
 311-0000-368-1054 Series 2016 GO (Nov 4)
 311-0000-368-2101 Premium From Bond Sale
 311-0000-391-0100 From General Fund

Totals:

\$	\$	\$
0	14,400	14,400
0	65,352	65,352
79,327	0	79,327
6,575	0	6,575
0	9,223	9,223
85,902	88,975	174,877

Expenditures:

311-0000-601-4041 Bond Sale Expense
 311-0000-601-9004 Equipment
 311-0000-601-9006 Purchases Over \$5,000

Totals:

\$	\$	\$
902	0	902
25,000	0	25,000
60,000	88,975	148,975
85,902	88,975	174,877

Fund 311: General Project Fund**Fire Training Ground (GP1521)****Revenues:**

311-0000-368-1041 Series 2012C GO Pub Imp
 311-0000-368-1046 Series 2013B GO Pub Imp
 311-0000-368-1047 Series 2014A GO Pub Imp

\$	\$	\$
40,000	0	40,000
1,176	(1,176)	0
271,890	(33,156)	238,734

311-0000-368-2101 Premium From Bond Sale

Totals:

28,791	0	28,791
341,857	(34,332)	307,525

Expenditures:

311-0000-601-4041 Bond Sale Expense

311-0000-601-9003 Improvements

Totals:

\$ 3,742	\$ 0	\$ 3,742
338,115	(34,332)	303,783
341,857	(34,332)	307,525

Fund 311: General Project Fund

Fire Training Ground (GP1732)

Revenues:

311-0000-368-1046 Series 2013B GO Pub Imp

311-0000-368-1047 Series 2014A GO Pub Imp

Totals:

\$ 0	\$ 1,176	\$ 1,176
0	33,156	33,156
0	34,332	34,332

Expenditures:

311-0000-601-9003 Improvements

Totals:

\$ 0	\$ 34,332	\$ 34,332
0	34,332	34,332

Fund 111: General Project Fund

Centennial Project (NC1613)

Revenues:

111-0000-341-1087 Merchandise Sales

111-0000-341-5010 Centennial Merchandise

111-0000-368-9900 Miscellaneous

111-0000-391-0100 From General Fund

Totals:

\$ 277	\$ 420	\$ 697
0	1,788	1,788
0	5	5
70,186	20,000	90,186
70,463	22,213	92,676

Expenditures:

111-0000-601-3020 Operating Supplies & Tools

111-0000-631-1010 Salaries & Wages

111-0000-631-1020 Social Security

111-0000-631-1060 Workmen's Comp

111-0000-631-1061 Unemployment

Totals:

\$ 65,063	\$ 22,213	\$ 87,276
4,310	0	4,310
1,000	0	1,000
10	0	10
80	0	80
70,463	22,213	92,676

Expenditures:

110-4810-481-2099 Miscellaneous

110-4804-481-7035 To Gen Proj-Special Rev

Totals:

\$ 45,000	\$ (20,000)	\$ 25,000
1,531,257	20,000	1,551,257
1,576,257	0	1,576,257

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:



AGENDA ACTION FORM

Consideration of an Ordinance for Partial Public Alley Closing

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

Action Form No.: AF-30-2017
 Work Session: N/A
 First Reading: February 6, 2017

Final Adoption: February 7, 2017
 Staff Work By: J. Harmon & Ken Weems
 Presentation By: Ken Weems

Recommendation:

Approve ordinance closing a portion of the public alley

Executive Summary:

The closure of a public alley that currently bisects the Bray property is a final step prior to the redevelopment of the area into mixed multifamily and retail use. The alley property currently contains both sanitary sewer and stormwater conveyance, both of which will be preserved with easements. As of January 30, 2017, the Planning Department has not received any public comment on the public alley closing ordinance. During their January 2017 regular meeting, the Kingsport Regional Planning Commission voted unanimously to both deem the alley property surplus and send a favorable recommendation for the public alley closing ordinance to the Board of Mayor and Aldermen.

Attachments:

1. Ordinance
2. Staff Report

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



AGENDA ACTION FORM

Consideration of an Ordinance for Partial Public Alley Closing

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

Action Form No.: AF-30-2017
 Work Session: N/A
 First Reading: February 6, 2017

Final Adoption: February 7, 2017
 Staff Work By: J. Harmon & Ken Weems
 Presentation By: Ken Weems

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Attachments:

1. Ordinance
2. Staff Report

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO CLOSE A PORTION OF CANAL STREET
LOCATED IN THE 11TH 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 portion of Canal Street, located in the 11th civil district of Sullivan County, approximately 696 feet in length, will be closed upon the effective date of this ordinance; said portion of Canal Street to be closed being further and more particularly described as follows:

Beginning at a 5/8" iron rod (old) said rod located on the easterly sideline of Clinchfield Street and the westerly sideline of a 25 foot alley and being the northeasterly corner to lot 1, desubdivision of lots 24-34, block 28 and part of lots 1-16 and 23, block 28, City of Kingsport (plat book 55, page 420). Thence continuing with the easterly sideline of Clinchfield street north 24 degrees 10 minutes 31 seconds east, a distance of 28.47 feet to a 5/8" iron rod (old), said rod being a corner to lot 2, desubdivision of lots 24-34, block 28 and part of lots 1-16 and 23, block 28, City of Kingsport and in the easterly sideline of a 25 foot alley. Thence along said sideline leaving Clinchfield Street and lot 2, south 37 degrees 14 minutes 27 seconds east, a distance of 697.59 feet to a 5/8" iron rod (old), said rod a corner to lot 2 and Byrd (deed book 704c, page 485). Thence crossing said 25 foot alley south 27 degrees 57 minutes 45 seconds west, a distance of 27.54 feet to a 5/8 inch iron rod(old), said rod a corner to lot 1. Thence along the westerly sideline of said alley and lot 1, north 37 degrees 14 minutes 27 seconds west, a distance of 695.52 feet to the point of Beginning, said parcel contains 0.40 acres, more or less and is a portion of a 25 foot alley located in block 28, City of Kingsport.

SECTION II. 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 _____

Property Information	Alley Closing – Portion of Canal Street		
Address	Canal Street		
Tax Map, Group, Parcel	R-O-W adjacent to Sullivan County Tax Map 46I, Group A, Parcels 4-11		
Civil District	11 th Civil District		
Overlay District	N/A		
Land Use Designation	Residential and Retail on either side of the right-of-way		
Acres	+/- .31 acres		
Applicant #1 Information		Intent	
Name: Kingsport Economic Development Board Address: 225 W Center Street City: Kingsport State: TN Zip Code: 37660 Phone Number: (423) 229-9485		Intent: <i>To permanently close a portion of the alley known as Canal Street to public access to allow for further development of the property adjacent to the right-of-way.</i>	
Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends permanently closing a portion of the alley known as Canal Street to public access: <ul style="list-style-type: none"> Request reviewed by all city departments Portion to be closed is needed to further facilitate development of the adjacent property. Staff Field Notes and General Comments: The KEDB requests permanent closure of a portion of the alley known as Canal Street. The requested vacating area is approximately 698 feet in length and 25 feet in width. The applicant owns the property on either side of this section of Canal Street.			
Planner:	Harmon	Date: 1/10/17	
Planning Commission Action		Meeting Date:	January 19, 2017
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION**Alley Closing - A Portion of Canal Street**

ADDRESS	Canal Street
DISTRICT, LAND LOT	Sullivan County 11th Civil District, TM 46I, Group A, Parcels 4-11
OVERLAY DISTRICT	N/A
CURRENT ZONING	B-2
PROPOSED ZONING	No Change
ACRES +/- 0.31	
EXISTING USE	Street Right-of-Way
PROPOSED USE	Residential

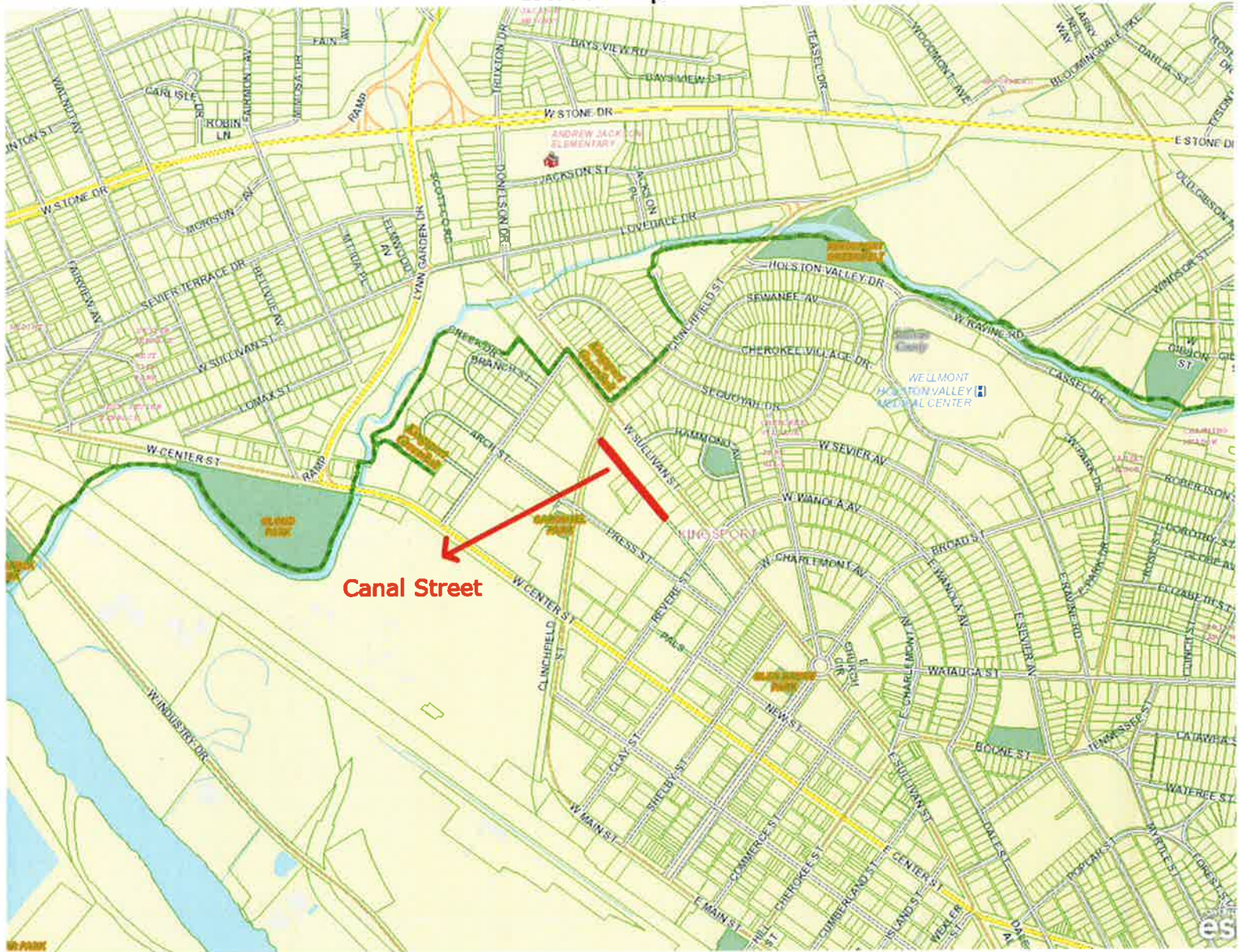
PETITIONER 1: Kingsport Economic Development Board (KEDB)
225 W Center Street Kingsport, TN 37660

INTENT

The applicant is requesting that a portion of the alley known as Canal Street be permanently closed by the City of Kingsport. The area requested to be closed is approximately 698 feet in length and 25 feet in width. The applicant owns the property on both sides of the portion of the alley to be closed. Access for the remaining properties located along Canal Street would still retain access utilizing the portion of Canal Street that intersects with Revere Street.

This request has been reviewed by all city departments and they have responded that there is no need to keep this portion of the alley known as Canal Street open for public access.

Location Map



Surrounding Zoning



Future Land Use Map



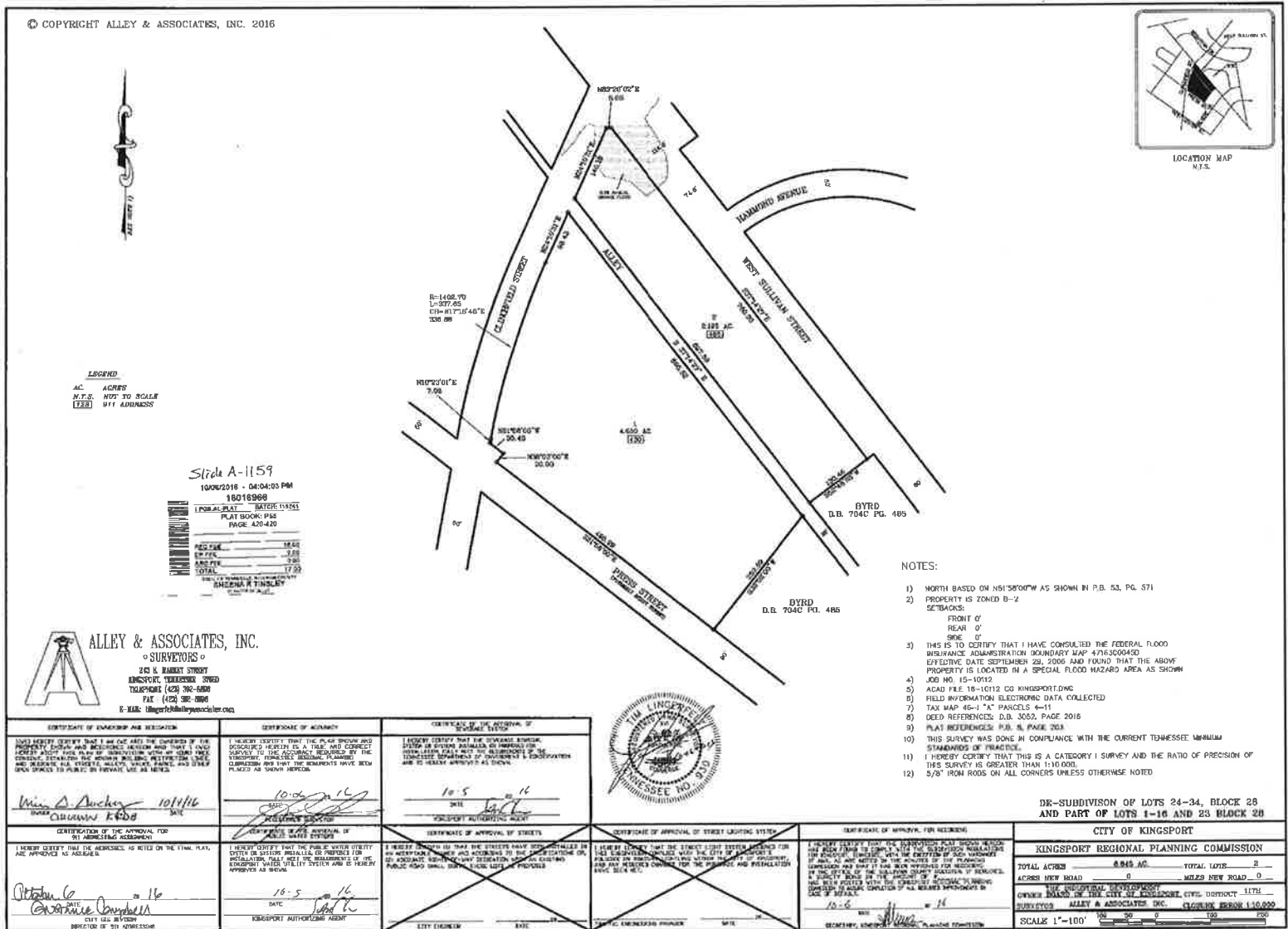
View from Clinchfield



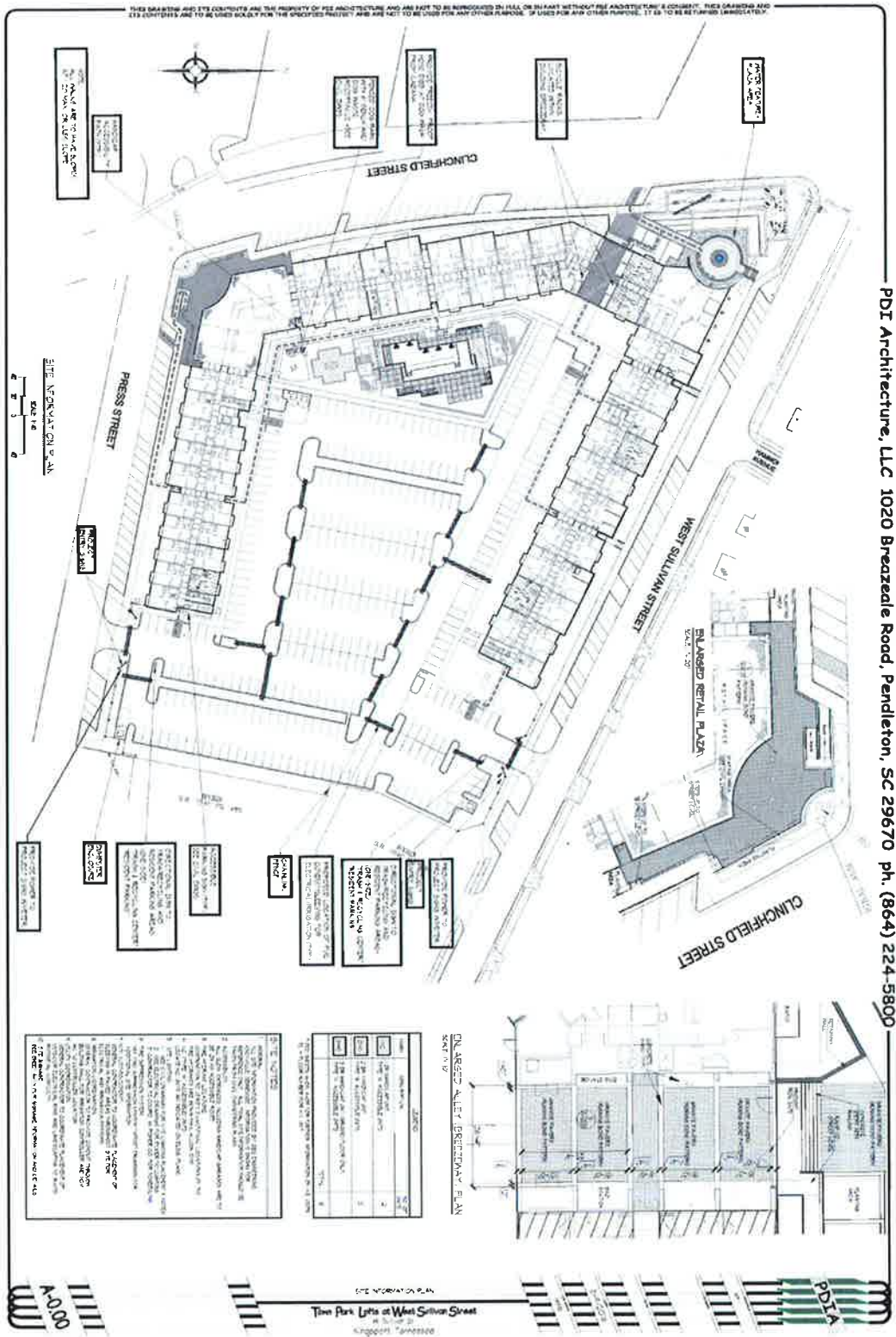
View looking towards Clinchfield



Bray Property



Bray Site Plan



PDI Architecture, LLC 1020 Breazelle Road, Pendleton, SC 29670 ph. (864) 224-5800

RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the closing of approximately 698 feet of the alley called Canal Street.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Various Water and Sewer Maintenance Items

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

Action Form No.: AF-38-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Committee
 Presentation By: C. McCartt, R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on January 18, 2017 for the purchase of various water & sewer maintenance inventory items stocked at the Water & Sewer Department warehouse located @ 1213 Konnarock Road. The bid was issued to secure pricing for a twelve month time frame and included a total of 684 items to be purchased on an as needed basis.


The bid invitation was publicly advertised on December 21, 2016 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department's website for a time period of 29 calendar days. Bids were received from 14 vendors and low bids from five of those vendors were in excess of \$50,000.00 for various items. As a result of those five bidders offering pricing on various items in excess of \$50,000.00 BMA approval is required for those bids only. Fourteen bidders are to be awarded purchase orders as a result of their replies to this bid.

The bid from Consolidated Pipe & Supply, Inc. offered low pricing for various items totaling \$168,786.00. The bid from Southern Pipe & Supply, Inc. offered low pricing for various items totaling \$149,139.58. The bid from HD Supply Waterworks, Inc. offered low pricing for various items totaling \$136,911.93. The bid from Ferguson Enterprises, Inc. offered low pricing for various items totaling \$103,257.45. The bid from CMC Supply, Inc. offered low pricing for various items totaling \$75,333.61.

The City is not required to purchase any of the items from this bid unless and until those items are needed as defined by the requirements of the bid. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation to Bid.
 Funding is identified in account number 41100001410000.

Attachments:

1. Resolution
2. Bid Opening Minutes available for review @ <https://www.kingsporttn.gov/city-services/purchasing/>
3. Bid Award Summary

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 PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO SOUTHERN PIPE & SUPPLY, HD SUPPLY WATERWORKS, FERGUSON ENTERPRISES, INC., CMC SUPPLY, INC, AND CONSOLIDATED PIPE & SUPPLY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened January 18, 2017, for the purchase of various water and sewer maintenance inventory items stocked at the water and sewer departments located at 1213 Konnarock Road; and

WHEREAS, upon review of the bids, the board finds that Southern Pipe & Supply, HD Supply Waterworks, Ferguson Enterprises, Inc., CMC Supply, Inc. and Consolidated Pipe & Supply, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work or services desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase various water and sewer maintenance inventory items as set out in the Water/Sewer Maintenance bid opening minutes, available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, from Southern Pipe & Supply at an amount up to \$149,139.58, HD Supply Waterworks at a an amount up to \$136,911.93, Ferguson Enterprises, Inc. at an amount up to \$103,257.45, CMC Supply, Inc. at an amount up to \$75,333.61, and Consolidated Pipe & Supply, Inc. at an amount up to \$168,786.00; and

WHEREAS, funding is identified in account number 41100001410000;

Now therefore,

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

SECTION I. That the bid for purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2017" attached hereto as Exhibit A, and further detailed in the "Various Water/Sewer Items-Bid Opening date January 18, 2017", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the water and sewer department is awarded to Southern Pipe & Supply, at an amount up to \$149,139.58, and the city manager is authorized and directed to execute a purchase order for same.

SECTION II. That the bid for purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2017" attached hereto as Exhibit A and further detailed in the "Various Water/Sewer Items-Bid Opening date January 18, 2017", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the water and sewer department is awarded to HD Supply Waterworks at an amount up to \$136,911.93, and the city manager is authorized and directed to execute a purchase order for same.

SECTION III. That the bid for purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2017" attached hereto as Exhibit A and further detailed in the "Various Water/Sewer Items-

Bid Opening date January 18, 2017", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the water and sewer department is awarded to Ferguson Enterprises, Inc., at an amount up to \$103,257.45, and the city manager is authorized and directed to execute a purchase order for same.

SECTION IV. That the bid for purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2017" attached hereto as Exhibit A and further detailed in the "Various Water/Sewer Items-Bid Opening date January 18, 2017", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the water and sewer department is awarded to CMC Supply, Inc., at an amount up to \$75,333.61, and the city manager is authorized and directed to execute a purchase order for same.

SECTION V. That the bid for purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2017" attached hereto as Exhibit A and further detailed in the "Various Water/Sewer Items-Bid Opening date January 18, 2017", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the water and sewer department is awarded to Consolidated Pipe & Supply, Inc. at an amount up to \$168,786.00 and the city manager is authorized and directed to execute a purchase order for same.

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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Water Sewer Maintenance Items Bid Award Summary
Bid Opening Date – January 18, 2017

<i>Vendor</i>	<i>Purchase Order #</i>	<i>Amount</i>
HD Supply Waterworks	T02559	\$136,911.93
Southern Pipe & Supply	T02560	\$149,139.58
Consolidated Pipe & Supply	T02561	\$168,786.00
Ferguson Enterprises	T02562	\$103,257.45
G&C Supply	T02563	\$35,188.97
CMC Supply	T02564	\$75,333.61
MSC Industrial Supply	T02565	\$1,106.88
Little Acorn Oil	T02566	\$4,744.80
Permatile Concrete	T02567	\$11,776.00
Advanced Safety & Supply	T02568	\$9,661.13
Northern Safety	T02569	\$4,178.70
Vallen Distribution	T02570	\$4,456.24
Ford System	T02571	\$2,487.00
General Rubber	T02572	\$823.52



AGENDA ACTION FORM

Issue a Change Order to Existing Purchase Order to Walton Signage for Wayfinding Sign Program Upgrades

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

Action Form No.: AF-32-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: T. Elsea
 Presentation By: R. McReynolds/C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

In November 2016 the BMA approved issuance of a purchase order to Walton Signage in the amount of \$59,780.00 to upgrade existing wayfinding signs authorizing the City Manager to sign all applicable documents (AF-301-2016). The upgrade includes sign face replacement due to destinations / attractions either added or moved, and the City will continue with sign installation.

Additional signs are being proposed to be added to November 2016 purchase order in order to standardize every wayfinding sign. Therefore a change order is necessary to proceed with the upgrades increasing the dollar amount to \$65,916.00.

Funding is available and identified in 135-1015-405-9003.

Attachments:

1. Resolution
2. Purchase Agreement (1 page)

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH WALTON SIGNAGE FOR THE WAYFINDING SIGN PROGRAM UPGRADES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the city entered a contract with Walton Signage in November, 2016, to upgrade existing wayfinding signs; and

WHEREAS, the upgrade includes sign face replacement due to destinations/attractions either added or moved, and the city will continue with sign installation; and

WHEREAS, the bidding documents inadvertently noted that the vinyl wall covering material was to be provided by the city; and

WHEREAS, in order to standardize every wayfinding sign, additional signs will need to be added, which will increase the dollar amount of the purchase order by \$6,136.00 for a total of \$65,916.00 and

WHEREAS, funding is available in 135-1015-405-9003.

Now therefore,

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

SECTION I. That change order #1 to the contract with Walton Signage to upgrade existing wayfinding signs in the amount of \$65,916.00 is approved.

SECTION II. That the city manager is authorized and directed to execute, change order #1 to the contract to upgrade existing wayfinding signs and all other documents necessary and proper to effectuate the purpose of the contract.

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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

WALTON

PURCHASE AGREEMENT

SO 153327

SIGNAGE

CONFIDENTIAL 01/12/2017

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into between WALTON ENTERPRISES, LTD., located at 10101 Reunion Place, #500, San Antonio, Texas 78216, herein referred to as "Seller", and the party below referred to as "Buyer". Buyer is a Corporation.

Sold To:
CITY OF KINGSPORT
225 W CENTER ST
KINGSPORT TN 37660-4265
USA

Attention:

Job Location CITY OF KINGSPORT
225 W CENTER ST
KINGSPORT TN 37660-4265
USA

Furnish all labor, material, and equipment necessary for:

Order Qty Part Number/Description

Unit Price

Ext. Price

Pricing valid for 30 days.

10 0 S-SIGN GX-3R

327 00

3,270 00

6 0 S-SIGN GX-3 (NOT: POLES INCLUDED)

2,288 00

13,728 00

11 0 S-SIGN DX-1R

588 00

6,468 00

3 0 S-SIGN GX-3AR

1,200 00

3,600 00

16 0 S-SIGN GX-1R

1,356 00

21,696 00

5 0 S-SIGN 1X-5R

712 00

3,560 00

11 0 S-SIGN MAP PANELS

588 00

6,468 00

1 0 S-SIGN GX-1 (NOTE: POLES INCLUDED)

2,817 00

2,817 00

1 0 S-FRT FREIGHT

4,309 00

4,309 00

\$65,916.00

*PURCHASE ORDER TOTAL WITH
CHANGE ORDER INCLUDED.*

*HIGHLIGHTED ITEMS ARE ADD'L
FROM ORIGINAL ORDER.*



AGENDA ACTION FORM

Award of Recycling Services with WestRock Converting Company

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

Action Form No.: AF-39-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: R. Hammonds/D. Sherer
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

City staff is continuously researching process improvement opportunities that will provide the best services at the lowest cost for the Citizens of Kingsport. As part of our curbside recycling program, and by going automated single stream at curbside we have more capacity for recyclables in the cart, and quicker stop time per customer. Through the results of these efforts, the City has been able to improve efficiency service delivery to their citizens. To that end, on December 5, 2011 the BMA approved entering into an agreement with Rock-Tenn Converting Company (currently d.b.a. WestRock Converting Company) as a material recovery facility (MRF) to receive, sort and market recycling material once delivered to them.

Bids were opened on November 10, 2016 to continue with a MRF for our curbside recycling program. Staff recommends entering into an agreement with WestRock Converting Company for the MRF services. Terms of the agreement are three (3) years with an option for additional renewals.

Attachments:

1. Resolution w/ Agreement
2. Bid Opening Minutes (3 pages)

Funding source appropriate and funds are available: *JS*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR CURBSIDE RECYCLING PROGRAM MATERIAL RECOVERY FACILITY TO WESTROCK CONVERTING COMPANY 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 November 10, 2016, to continue the city's curbside recycling program with a material recovery facility; and

WHEREAS, upon review of the bids, the board finds WestRock Converting Company 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 the material recovery facility to receive, sort and market recycling material from WestRock Converting Company; and

WHEREAS, the terms of the agreement are three years with an option for additional renewals.

Now therefore,

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

SECTION I. That the bid for the city's curbside recycling program with a material recovery facility, consisting of the receiving, sorting and marketing recycling material is awarded to WestRock Converting Company, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT FOR
REMOVAL OF RECYCLABLE MATERIALS CURBSIDE COLLECTION

THIS AGREEMENT FOR REMOVAL OF RECYCLABLE MATERIALS CURBSIDE COLLECTION ("Agreement"), is made and entered into as of February 7, 2017 and effective as of February 1, 2017 ("Effective Date"), by and between WESTROCK CONVERTING COMPANY, a Georgia corporation with offices located at 504 Thrasher Street, Norcross, GA 30071 (hereinafter "PROCESSOR") and the CITY OF KINGSPORT (hereinafter "SUPPLIER").

WITNESSETH:

WHEREAS, SUPPLIER has a need for services and other adjunct services as may be authorized by SUPPLIER for the removal of recyclable materials curbside collection, and;

WHEREAS, the parties desire to enter into a long-term agreement for PROCESSOR to provide such services for SUPPLIER;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I SCOPE OF SERVICES AND SCHEDULE

1.1 The work and services to be performed by PROCESSOR (hereinafter "Services") shall be in accordance with the specifications set out in the reply to Request for Proposals for Removal of Recyclable Materials Curbside Collection and Drop-Off Recycling Programs, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement, subject to the standard variations and tolerances generally acceptable within the industry.

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

Scope of Work contained in Appendix A.

1.3 PROCESSOR shall proceed on a schedule mutually agreed upon with SUPPLIER.

1.4 SUPPLIER shall deliver the "Residential Single Stream" (defined below) to the Sullivan County Transfer Station located at 1921 Brookside Lane, Kingsport, Tennessee 37660 ("Transfer Station"). SUPPLIER will bear the risk of loss for transportation of Residential Single Stream to the Transfer Station. The risk of loss of the Residential Single Stream will pass to the PROCESSOR at the time the loads are delivered to the Transfer Station. PROCESSOR shall charge back SUPPLIER for the full cost of transferring Residential Single Stream to its Knoxville, Tennessee Processing Center ("Processing Center") where PROCESSOR shall process the Residential Single Stream collected by SUPPLIER from residential sources in the City of Kingsport and surrounding areas (collectively, the "Designated Area"). Processor shall pick up the Residential Single Stream from this Transfer Station upon request by SUPPLIER unless otherwise agreed to between parties.

"Residential Single Stream" means the following recyclables collected from residential sources: cardboard ("OCC"), newspaper ("ONP"), mixed paper ("Mixed Paper"), recyclable plastics #1-7 ("Plastics"), aluminum cans and steel cans (collectively, "Cans"). "Plastics" and "Cans," more specifically, mean food and beverage containers, and non-automotive/petroleum-based and non-post-industrial containers.

ARTICLE II INDEPENDENT CONTRACTOR

2.1 Nothing contained in this Agreement or any subcontract awarded by PROCESSOR shall create an association, partnership, joint venture, employee/employer relationship or the relation of principal and agent between the parties. Neither of PROCESSOR, on one hand, and SUPPLIER, on the other, shall have any authority to bind the other in any way except as stated herein. It is understood and agreed that each party shall be solely responsible for the wages and benefits of its employees.

ARTICLE III COMMITMENT OF PERSONNEL

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

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

ARTICLE IV COMPENSATION

4.1 SUPPLIER shall compensate PROCESSOR for Services performed pursuant to Article I, which Services are identified in Appendix A. Compensation for such Services shall include all labor, expenses and subcontracts necessary to complete the elements of the Services for the Scope of Work, (Appendix A) except as may be identified in SUPPLIER'S Responsibilities section of Appendix A, if such is included.

PROCESSOR will pay SUPPLIER a monthly rebate in accordance with Exhibit A of PROCESSOR'S proposal dated November 10, 2016 and attached hereto. Rebate Payment, if any, will be made NET 30 days.

4.2 PROCESSOR will tender invoices for Services upon completion of the services. Invoiced amounts shall be due and payable not later than thirty (30) days after the date of the invoice. All payments are to be made in United States dollars. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.

4.3 SUPPLIER will promptly review monthly invoices. SUPPLIER may require any additional information deemed necessary and appropriate to substantiate the invoice. SUPPLIER shall have ten (10) business days from date of receipt from PROCESSOR of an invoice to reject all or any part of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice.

ARTICLE V TERMINATION AND LIABILITY

5.1 The Agreement may be terminated by either party by giving written notice to the other party, at least thirty (30) days prior to the date of termination. Said termination will not be deemed a breach of contract by either party. Should either party exercise this provision, SUPPLIER shall compensate PROCESSOR for all authorized services completed as of the termination date.

ARTICLE VI PERIOD OF PERFORMANCE

6.1 The initial term of the Agreement will be awarded for a period of three (3) years from the Effective Date of this Agreement. The parties may extend the term upon written agreement.

ARTICLE VII LIABILITY AND INSURANCE

7.1 Indemnity. PROCESSOR agrees to indemnify, defend and hold harmless SUPPLIER, its

Board of Mayor and Aldermen, employees and agents from and against all third party claims, actions, demands, suits and causes of action, involving (A) reasonable, actual, and out-of-pocket direct damages to real or physical personal property or (B) personal injury, including death, along with reasonable, actual, out-of-pocket cost and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Damages"), to the extent (but only to the extent) such Claims cause Damages directly resulting from (1) any negligent act, negligent omission or willful misconduct on the part of the Indemnifying Party, its employees, independent contractor's or agents, in connection with performance under this Agreement or (2) a breach or violation of law, governmental rules or regulations by the Indemnifying Party, its employees, independent contractors and agents.

7.2 Insurance. Prior to beginning these Services, PROCESSOR shall, at PROCESSOR'S expense, obtain, keep in force during the term of this Agreement the minimum amounts of insurance listed in PROCESSOR'S certificate of insurance as provided in Appendix A. SUPPLIER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates of insurance shall be provided to SUPPLIER by PROCESSOR prior to the start of Services. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of PROCESSOR to SUPPLIER. The policy, or policies, shall provide notice of cancellation in accordance with policy provisions. Insurance required hereunder shall be in companies reasonably acceptable to SUPPLIER.

ARTICLE VIII TERMS AND CONDITIONS

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

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

8.3 Entire Agreement. This Agreement constitutes the entire and integrated agreement between SUPPLIER and PROCESSOR and no other written or oral understanding shall constitute part of this Agreement. Neither party's standard form or pre-printed terms and conditions of purchase or sale shall apply to any transaction hereunder.

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

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

8.6 Termination. In addition to the provision contained in Appendix A regarding the right of the parties to terminate this Agreement, either party shall have the right to terminate this Agreement upon a material and uncured breach by the other party. Upon receipt of notice of a material breach, issued pursuant to Section 9.3 hereof, the party in breach shall have thirty (30) days to cure such breach. If, at the end of such 30-day cure period, the party in breach has failed to cure such breach, then the other party may terminate this Agreement.

8.7 Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Tennessee.

8.8 Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL) REGARDLESS OF (A) WHETHER EITHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED, INCLUDING, BUT NOT LIMITED TO, THEORIES BASED ON WARRANTY, CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY OR RELIANCE.

8.9 Preparation of Agreement. Each party has been involved in determining the provisions of this Agreement, and in case of dispute, such dispute will not be resolved in favor of or against a party based on whether such party has prepared this Agreement.

8.10 Conflicting Terms. The terms and conditions contained in this Agreement will control over conflicting terms and conditions contained in the Appendices, Exhibits or proposal.

ARTICLE IX MISCELLANEOUS

9.1 Amendments. This Agreement may not be amended or supplemented, nor any of the

provisions hereof waived, except by an agreement in writing signed by a duly authorized officer of PROCESSOR and SUPPLIER dated after the Effective Date.

9.2 Force Majeure. In the event either party is prevented from performing its obligations hereunder due to governmental or administrative prohibitions, labor difficulties, strikes, lockouts, closing of a facility, mill or plant, failure of machinery or equipment, boycotts, picketing, acts of God, acts of public enemy, acts of terrorism, riot, accidents, legislative acts or regulations that materially alter the supply of or demand for Residential Single Stream, or any other causes beyond the reasonable control of Processor or Supplier, as the case may be, the party so prevented will, upon notice of the other party, be thereafter released from its obligations hereunder so long as such causes continue; provided, however, this provision will not require Supplier to deliver, or Processor to receive, Residential Single Stream at points other than the Processor Location. If an event of force majeure continues for sixty (60) days, the party adversely affected may terminate this Agreement immediately upon notice to the non-performing party.

9.3 Notices. Any notices required or permitted by this Agreement must be in writing and addressed to the party to receive such notice at its corresponding address, as follows:

To Processor:
WestRock Converting
Company 504 Thrasher
Street
Norcross, GA 30071
Attention: CFO
Fax No: (770) 263-3582

To Supplier:
The City of Kingsport 1323 Attention:
Procurement 225 West Center Street
Kingsport, TN 37660

With a copy to: WestRock Company 504 Thrasher Street
Norcross, GA 30071

Attention: EVP and General Counsel Fax No: (770) 263-3582

If mailed, notices will be mailed certified, return receipt requested, and deemed given on the date received. Either party may change its address set forth above by notifying the other party of its new address in writing.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties may sign and deliver this Agreement by electronic or facsimile transmission. Each party agrees that the delivery of this Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. 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 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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 10, 2016
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

RFP FOR REMOVAL OF RECYCLABLE MATERIALS CURBSIDE COLLECTION	
Vendor:	Pricing:
WestRock Converting	See Attached

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

**Proposal Pricing Sheet:
Purchase / Marketing of Recyclables from Residential Curbside Collection and
Drop-Off Recycling Programs**

Proposed Revenue to be provided to the City of Kingsport for material delivered based on tonnages in section 10 within this RFP.

Fill in the table below for Single Stream Materials.

Single Stream is defined as the co-mingling of all recycling materials as described in section 2 of this RFP.

See Exhibit A

Recyclable Commodity	Floor price not to fall below: (\$ per ton/lb.)	Market Price Method	Per Ton Processing Fee if any	Tonnage Price (number can be positive or negative)
ONP (Grade 6 or 8) Indicate grade# _____		Official Board Markets – S.E. Yellow Sheet Index Price related to the High Side:		
OCC		S.E. Yellow Sheet Index Price related to the High Side:		
Mixed Paper		S.E. Yellow Sheet Index Price related to the High Side:		
Recyclable Commodity	Floor price not to fall below: (\$ per ton/lb.)	Market Price Method		Percent of Market Monthly Average Price (%)
Aluminum Containers		London Metals Exchange		
Tin, Steel, Bi-Metal Cans		London Metals Exchange		
Natural HDPE, # 2		Plastic News, SE Region		
Colored HDPE, # 2		Plastic News, SE Region		
PETE, # 1		Plastic News, SE Region		
All other Plastics, # 3 - # 7		Plastic News, SE Region		
Glass, Brown				Not Accepted
Glass, Clear				Not Accepted
Glass, Green				Not Accepted
Glass, Mixed				Not Accepted

Exhibit A

Effective Month/Year October-16

A	B	C	D
RESID SS	Composition	Market Price SE PPI/SMP (High Side Applicable to PPI, Current Average Applicable to SMP)	Blended Market Value Per Ton (BMV)
Aluminum	1.25%	\$ 1,160.00	\$14.50
Steel	1.25%	\$ 90.00	\$1.13
PET	6.00%	\$ 180.00	\$10.80
HDPE Colored	3.50%	\$ 445.00	\$15.58
3-7 Plastics	0.00%	\$ 35.00	\$0.00
MXP	57.00%	\$ 80.00	\$45.60
ONP	0.00%	\$ 85.00	\$0.00
OCC	16.00%	\$ 110.00	\$17.60
Mixed Glass	0.00%	\$ (41.00)	\$0.00
Residual/Non-Recoverable	15.00%	\$ (41.00)	(\$0.15)
	100.00%		
BMV			\$99.05
Processing Fee		\$	75.00
Revenue Share Percentage			30%
Commodity Pay			No Pay This Period
(Tip Fee)		\$	(10.00)
Guarantee Maximum TIP FEE			\$0.00

Tip Fee/Commodity Pay Schedule

Blended Mkt Value Ranges	Tip Fee Schedule	Processing Cost	Revenue Share % (After Processing Cost)	Commodity Pay Per Ton
>\$20.00 but < \$30.00	\$ (50.00)	\$ 75.00	0%	No Pay This Period
>\$30.00 but < \$40.00	\$ (45.00)	\$ 75.00	0%	No Pay This Period
>\$40.00 but < \$50.00	\$ (40.00)	\$ 75.00	0%	No Pay This Period
> \$50.00 but < \$60.00	\$ (35.00)	\$ 75.00	0%	No Pay This Period
> \$60.00 but < \$70.00	\$ (25.00)	\$ 75.00	0%	No Pay This Period
> \$70.00 but < \$80.00	\$ (20.00)	\$ 75.00	0%	No Pay This Period
> \$80.00 but < \$90.00	\$ (15.00)	\$ 75.00	0%	No Pay This Period
> \$90.00 but < \$100.00	\$ (10.00)	\$ 75.00	0%	No Pay This Period
> \$100.00 but < \$110.00	\$ (5.00)	\$ 75.00	0%	No Pay This Period
> \$110.00 but < \$120.00	\$ -	\$ 75.00	0%	No Pay This Period
> \$120.00 but < \$125.00	No Tip This Period	\$ 75.00	30%	\$ 13.50
> \$125.00 but < \$130.00	No Tip This Period	\$ 75.00	30%	\$ 15.00
> \$130.00 but < \$135.00	No Tip This Period	\$ 75.00	30%	\$ 16.50
> \$135.00 but < \$140.00	No Tip This Period	\$ 75.00	30%	\$ 18.00
> \$140.00 but < \$145.00	No Tip This Period	\$ 75.00	30%	\$ 19.50
> \$145.00 but < \$150.00	No Tip This Period	\$ 75.00	30%	\$ 21.00
> \$150.00 but < \$155.00	No Tip This Period	\$ 75.00	30%	\$ 22.50
> \$155.00 but < \$160.00	No Tip This Period	\$ 75.00	30%	\$ 24.00



AGENDA ACTION FORM

Conveyance of Real Property to KEDB

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

Action Form No.: AF-33-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Jeff Fleming/Mike Billingsley
 Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

There is a 25 foot strip of property used as an alley that bisects the property located at the corner of Clinchfield Street and Sullivan Street (formerly known as the Bray property) owned by KEDB. The attached resolution authorizes the mayor to execute a quitclaim deed of the property to KEDB subject to the easements for utilities and drainage that the city has on the property or may need in the future.

This conveyance will facilitate an economic development project that KEDB has with GC, Kingsport LLC.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONVEYANCE OF REAL PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE SAME, SUBJECT TO THE RESERVATION OF EASEMENTS FOR UTILITIES AND DRAINAGE AND TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION AND THE CONVEYANCE OF THE PROPERTY

WHEREAS, the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) currently owns property at the corner of Clinchfield Street and Sullivan Street, formerly known as the Bray Property; and

WHEREAS, bisecting the property is a 25 foot strip of property, which has been used as an alley, and which is owned by the city; and

WHEREAS, the city would like to convey the property by quitclaim deed to KEDB and reserving the easements for utilities and drainage that the city has or may need in the future on the property.

Now therefore,

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

SECTION I. That the conveyance of 25 foot strip of real property used as an alley to Industrial Development Board of the City of Kingsport, Tennessee (KEDB) 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 Quitclaim Deed to Industrial Development Board of the City of Kingsport, Tennessee (KEDB) and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said quitclaim deed being generally as follows:

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this the ____ day of February, 2017, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, Grantor, and the INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, an industrial development corporation organized under the laws of the State of Tennessee, Grantee.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does, subject to the reservation of easements and restrictions as hereinafter set out, hereby convey, remise, release and quitclaim unto Grantee, its successors and assigns, Grantor's right, title and interest in and to a certain tract of land in Sullivan County, Tennessee, described as follows, to wit:

Situate, lying and being in the City of Kingsport, Eleventh (11th) Civil District of Sullivan County, Tennessee:

Being a strip of property approximately 25 feet in width as shown on Block 28, City of Kingsport recorded in Plat Book 5, page 203 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville and as further shown as an alley in a plat prepared for Grantee entitled "De-Subdivision of Lots 24-34, Block 28 and Part of Lots 1-16 and 23 Block 28, City of Kingsport" in Plat Book P55, page 420 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville to which reference is here made.

AND BEING a part of the property conveyed to the City of Kingsport, Tennessee by deed dated May 7, 1981, from The Securities Company recorded in Deed Book 283C, page 258 in the Register of Deeds for Sullivan County, Tennessee at Blountville, to which reference is here made.

Tax Map 46I, Group A, Parcels 004.00 and 007.00

The property herein conveyed is subject to an easement reserved to the Grantor for the purpose of access for maintaining, constructing, operating, inspecting and replacing the underground utility and drainage facilities located under the property conveyed. Such easement shall be available for use by the Grantor following reasonable prior notice to the Grantee and its Tenant, except prior notice shall not be required if access is needed due to an emergency. Grantor's access shall be made in the least intrusive manner so as not to unnecessarily disturb or otherwise interfere with the parking, access and other rights reserved to the Grantee's Tenant and the users and occupants of the property, including but not limited to the right of the Grantee's Tenant to improve the area located above the drainage and utility facilities with asphalt, blacktop, sidewalks, landscaping and steps down to the sidewalk and to limit access to said property to occupants of the project and users approved by the Grantee's Tenant. Grantor currently has underground facilities consisting of a sanitary sewer line and box culvert for storm water on the property however the easement reserved hereby does not limit the Grantor's use of the easement to those two utilities and Grantor may use the area below the surface of the property for other utility purposes, subject to the restrictions contained herein. Except as set forth herein, Grantee and its assigns shall not construct any permanent buildings or similar structures on the property.

IN WITNESS WHEREOF, the Party of the First Part hereunto signs its name and affixes its seal on the day and year first above written.

[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 Quitclaim Deed 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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Interlocal Agreement with the Lifesaving Crew

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

Action Form No.: AF-34-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Dye, Boyd, Billingsley
 Presentation By: Chief Dye

Recommendation:

Approve the Resolution.

Executive Summary:

As you may recall, at its December 20, 2016, meeting the board approved an interlocal agreement with the county, city and the lifesaving crew for the provision of rescue services in the city and the unincorporated areas of the county. The county declined to join into the agreement. Accordingly, the agreement has been redrafted, so that the county is no longer a party.

There have been a few minor changes, other than removing the county as a party, to the agreement set out in the resolution. The agreement has a one year term that automatically renews until a party terminates the agreement. If the city exercises its right of termination for convenience during the first one year term the city will repay the lifesaving crew a portion of the funds it received from the lifesaving crew.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE KINGSPORT LIFE SAVING CREW, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the Kingsport Life Saving Crew, Inc. has requested that the city assist in the provision of certain rescue services in the city and the unincorporated areas of the county; and

WHEREAS, Tennessee Code Annotated §§ 12-09-101 through 12-9-112 authorizes public agencies of the state, including the city and the Kingsport Life Saving Crew, Inc., as it is a rescue squad, to enter into interlocal agreements; and

WHEREAS, a purpose of this agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each may render aid to the other, as needed, for rescue services; and

WHEREAS, the Kingsport Life Saving Crew, Inc. has provide to the city with funds in the amount of \$150,000 for the fiscal year 2016-2017 to be used provide three additional firefighters for the city for the purpose of assisting the Life Saving Crew, Inc. 24/7 with rescue services in the city and unincorporated areas of the county; and

Now therefore,

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

SECTION I. That an interlocal agreement with the Kingsport Lifesaving Crew, Inc. to assist in the provision of certain rescue services in the city and unincorporated areas of the county 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 interlocal agreement with the Kingsport Lifesaving Crew, Inc., and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

INTERLOCAL AGREEMENT FOR
CERTAIN RESCUE SERVICES IN
THE CITY OF KINGSPORT
AND
UNINCORPORATED SULLIVAN COUNTY, TENNESSEE

THIS INTERLOCAL AGREEMENT ("Agreement") is effective as of the ____ day of _____, 2017, by the City of Kingsport, Tennessee, ("City"), and the Kingsport Lifesaving and First Aid Crew, Inc., ("Rescue Squad").

WHEREAS, Tennessee Code Annotated §§ 12-09-101 through 12-9-112 authorizes public agencies of the state, including the City and the Rescue Squad, to enter into interlocal agreements; and

WHEREAS, pursuant to Tennessee Code Annotated § 12-9-104 the parties have the authority to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, the parties recognize that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster, or other sources, transcend political jurisdictional

boundaries and that intergovernmental coordination of resources is often the best means to address such; and

WHEREAS, most local governments do not have all the resources that may be needed in certain types of emergencies or the capability of delivering the resources to areas where emergencies exist; and

WHEREAS, it is deemed in the public interest for the parties hereto and the citizens to enter into this Agreement to provide automatic/mutual aid response with regard to rescue services and related technical support services to assure the parties adequate protection; and

WHEREAS, the Rescue Squad requests the City to provide an appropriately trained on-duty Kingsport firefighter 24/7 to assist the Rescue Squad in the rescue services in the City and unincorporated areas of the County; and

WHEREAS, the Rescue Squad has provided the City with funds in the amount of \$150,000 for the fiscal year 2016-2017 to be used to provide three additional firefighters for the City for the purpose to assist the Rescue Squad 24/7 with rescue services in the City and unincorporated areas of the County; and

WHEREAS, the City firefighters are considered members of the Rescue Squad; and

WHEREAS, the Rescue Squad provides automatic response of rescue services generally described in Exhibit A in the City and unincorporated areas of the County; and

WHEREAS, a purpose of this Agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each may render aid to the other, as needed, for rescue services.

NOW THEREFORE, pursuant to Tennessee Code Annotated § 12-9-101, et seq., and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The rendering of assistance under this agreement shall be automatic.
2. As it has personnel, volunteers and resources available the Rescue Squad will provide rescue services as generally described in Exhibit A, in the City and the unincorporated areas of the County when dispatched; provided the Rescue Squad does not guarantee to answer every call made.
3. The City will provide one on-duty firefighter twenty four hours a day to assist the Rescue Squad in providing such rescue services; provided the City does not guarantee the on-duty City firefighter can answer every call made.
4. The City's on-duty firefighter is a Member of the Rescue Squad and may use or operate any equipment, supplies or resources of the Rescue Squad, including the operation of vehicles owned or used by the Rescue Squad.
5. The City's on-duty firefighter responding to a call pursuant to this Agreement will be under the supervision of the City Fire Chief, or designee.
6. The Rescue Squad shall be liable and responsible for the damages to its own apparatus and equipment, even if the damage is caused by the City's on-duty firefighter. The provisions of the Tennessee Governmental Tort Liability Act shall apply to this Agreement, as applicable.
7. Notwithstanding anything contained in this Interlocal Agreement to the contrary the City's on-duty firefighter is a Member of the Rescue Squad and shall be considered as, and acting as, a Member of the Rescue Squad for tort liability purposes.
8. No compensation will be paid by a party to the other party for the mutual assistance rendered pursuant to this Agreement.
9. At all times the on-duty City firefighter shall be an employee of the City and considered acting within the course and scope of their employment for purposes of Worker's Compensation Law of the State of Tennessee.
11. All personnel employed by the parties to this Agreement shall during such time that said personnel are actually providing aid outside the jurisdictional limits of the employing party pursuant to a request for aid made in accordance with this Agreement, shall have the same powers, duties, rights, privileges, and immunities as if said personnel were performing their duties within the political subdivision in which they are normally employed.
12. The Rescue Squad shall bear any loss or damage to its equipment or facilities and shall pay any and all expenses incurred in the maintenance and operation of same.
13. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workmen's compensation, salary, death, and other benefits which apply to the activity of on-duty City firefighters when performing their respective functions within the territorial limits of their respective party's jurisdiction shall apply to them to the same degree, manner and extent while engaged in the performance of any provisions of this Agreement. A provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
14. The initial term of this Agreement shall for one (1) year from the date first above written and shall automatically renew as a renewal term for a like term until terminated by one of the parties. Either party without cause and for its convenience may terminate this Agreement at any time upon

written notice to the other party at least ninety (90) days prior to the effective date of the termination. If the City terminates this Agreement without cause during the initial term, it will return a prorata share of \$75,000, which is one-half of the \$150,000 mention hereinabove, determined by multiplying the daily rate (daily rate is calculated by dividing \$75,000 by 365) of \$205.48 by the number of days remaining in the initial term.

15. This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until terminated or expiration of the term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

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

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Agreement with Sullivan County and the Sullivan County Board of Education

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

Action Form No.: AF-40-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Lyle Ailshie/Jeff Fleming
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

In December 2016, the board approved a letter of intent with Sullivan County and the Sullivan County Board of Education pertaining to the North High School property. A draft of an agreement, which is included in the attached resolution, essentially carries forth that intent. In short, the city will forego \$20,000,000 it would otherwise be entitled to receive from the county bond issue and in exchange will receive the North High School property within 30 days of the county ceasing to utilize the property for a school, the date the county completes construction and opens a new high school to students, or June 30, 2021, whichever occurs first.

The board of education considered the agreement at its February 2, 2017, board meeting, and approved the agreement.

Attachments:

1. Resolution
2. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SULLIVAN COUNTY AND THE SULLIVAN COUNTY BOARD OF EDUCATION PERTAINING TO THE ACQUISITION OF NORTH HIGH SCHOOL PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION AND THE AGREEMENT

WHEREAS, Sullivan County may authorize financing of an amount not to exceed \$140,000,000 for school construction and renovation; and

WHEREAS, a portion of the funds will be distributed to the city pursuant to state law;

WHEREAS, in In December 2016, the board approved a letter of intent with Sullivan County and the Sullivan County Board of Education pertaining to the North High School property; and

WHEREAS, the to carry out part of the letter of intent the parties would like to enter into an agreement pertaining to the North High School property; and

WHEREAS, pursuant to the agreement the city will forego \$20,000,000 it would otherwise be entitled to receive from the county bond issue and in exchange will receive the North High School property within 30 days of the county ceasing to utilize the property for school purposes or the date the county completes construction and opens a new high school to students, whichever occurs first; and

WHEREAS, the agreement was approved by the school board at its February 2, 2017, meeting.

Now, therefore,

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

SECTION I. That an amendment of the agreement with Sullivan County and the Sullivan County Board of Education for the acquisition of North High School property 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, an agreement with Sullivan County and the Sullivan County Board of Education for the acquisition of the North High School property in consideration of foregoing \$20,000,000 in bond proceeds said agreement being generally as follows:

AGREEMENT OF SULLIVAN COUNTY, TENNESSEE,
SULLIVAN COUNTY BOARD OF EDUCATION,
and
CITY OF KINGSPORT, TENNESSEE,
INCLUDING ITS KINGSPORT CITY SCHOOLS

THIS AGREEMENT, hereinafter "Agreement", is made and entered into with an effective date of _____, 2017, by Sullivan County, Tennessee, (hereinafter "County"), the Sullivan County

Board of Education (hereinafter "SCBE") and the City of Kingsport, including its Kingsport City Schools, (hereinafter "City").

In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. The County shall issue at least One Hundred Forty Million Dollars (\$140,000,000.00) in bonds for school capital outlay purposes pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated (herein "Bonds"). Failure by the County to issue the Bonds shall render all obligations of both the County and City under this agreement void.

SECTION 2. Upon receipt of the proceeds by the County from the Bonds, pursuant to Tennessee Code Annotated § 9-21-129, the County must share the proceeds with the City and subject to the terms and conditions set out hereinafter the City irrevocably waives its right to twenty million dollars (\$20,000,000), which is part of the funds due it pursuant to Tennessee Code Annotated § 9-21-129.

SECTION 3. In consideration of the waiver by the City described in section 2, the County and SCBE agree to convey, assign, transfer, and deliver to the City, in fee simple absolute, subject to the terms and conditions of this Agreement, that certain real property situated, lying and being located in the City of Kingsport, Sullivan County, Tennessee as more particularly described on Exhibit A attached hereto together with all improvements, appurtenances, easements and privileges pertaining thereto (herein "Property"). The County and SCBE hereby agree to convey the Personal Property listed in Exhibit B by Bill of Sale in a form acceptable to the City and its City Attorney, which shall transfer, convey, sell, assign and set over to the City all of the County and SCBE's right title and interest in and to the personal property with standard representations and warranties as to title, and such title to the personal property shall not be subject to any liens, encumbrances or other restrictions which the City reasonably deems unacceptable.

SECTION 4. The City has previously inspected the Property and agrees to accept the Property in its current condition. For a period of thirty (30) days after the execution of this Agreement, the City along with experts of its choosing shall have the right at appropriate times to enter the Property to view, perform tests, make photographs, and otherwise document the condition of the Property as of the date of this Agreement. The parties agree that the County shall deliver possession of the Property at closing in the same or better condition as it exists, as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 5. The County has arranged for a commitment for title insurance for the Property to be issued insuring the Property as provided in the commitment against losses of up to Twenty Million Dollars (\$20,000,000) subject only to the exceptions set forth therein. A copy of this Commitment for Title Insurance is attached as Exhibit C. The County agrees to convey good and marketable title to the Property at Closing subject to only those title exceptions as set forth on the title commitment, unless agreed otherwise in writing. County shall not allow any liens, easements or other encumbrances of any kind to be filed against or attach to the Property from the date of this Agreement until Closing without the written consent of City.

SECTION 6. Subject to the conditions set out in this Agreement the closing of this transaction (herein "Closing") shall be held at the office of the City Attorney upon the first to occur of the following dates:

- (A) Within thirty (30) days of the date that the County ceases to utilize the Property for a public school operated by SCBE;
- (B) The date that the County completes construction and opens a new High School to students which is to be constructed with the bond funds as referenced herein, which date is anticipated to be at the close of the 2019-20 school year; or
- (C) June 30, 2021.

Nothing contained herein, however, shall prohibit the parties from mutually agreeing in writing to an earlier closing date. In the event the parties are unable to close due to problems with title exceptions existing as of the Closing date, which were not provided for on the Title Commitment, Closing shall occur as soon as possible after such title problems are corrected by the County. Possession of the Property shall be delivered to the City at Closing.

SECTION 7. All risk of loss or damage to the Property (of any portion thereof), including, but not limited to, by fire, vandalism, casualty, earthquake or neglect, shall remain with the County and SCBE until the consummation of the Closing, after which all risk of loss shall be with the City. Until consummation of the Closing the County and SCBE shall maintain the Property in its present condition, normal wear and tear excepted. In the event of a casualty resulting in a complete loss to the Property prior to Closing, the County shall retain ownership of the Property and shall have no obligation to rebuild or repair the Property. In the event of a complete casualty loss, the City shall receive all casualty insurance proceeds subject to a maximum amount of Twenty Million Dollars (\$20,000,000), provided in the event the casualty insurance proceeds paid to the City are not at least Twenty Million Dollars (\$20,000,000) the County shall pay the City the difference between the casualty insurance proceeds paid to the City and Twenty Million Dollars (\$20,000,000). The insurance proceeds above Twenty Million Dollars (\$20,000,000), if any, shall be retained by the

County to assist with the cost and expense of relocation of students and facilities. The County warrants that the improvements located on the Property are insured and will continue to be insured until Closing for at least Twenty Million Dollars (\$20,000,000). In the event of a partial casualty loss, the City and County agree to work together to decide how the casualty should be repaired. In the absence of agreement, the County shall use the insurance proceeds to restore the Property as closely as reasonably possible to its condition as of the date of this Agreement.

SECTION 8. In closing this transaction, the County and SCBE shall be responsible for the following:

- (a) The cost of and preparation of the deed;
- (b) The cost of and preparation of the Bill of Sale, if any;
- (c) The fees and expenses of any attorney or other advisor engaged by the County or SCBE in connection with this transaction.

SECTION 9. In closing this transaction, the City shall be responsible for the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with either or both;
- (c) Any fees charged in connection with closing services incurred in conjunction with the acquisition of the Property pursuant to this Agreement; and
- (d) The fees and expenses of any attorney or other advisor engaged by the City in connection with this transaction.

SECTION 10. Any notice or consent authorized or required by this Agreement shall be in writing and: (i) delivered by facsimile or electronic mail (provided that such transmission is also sent by at least one of the additional methods set forth below); or (ii) delivered personally; or (iii) sent postage prepaid by certified mail, return receipt requested; or (iv) sent by a nationally recognized overnight carrier that guarantees next day delivery, directed to the other party at the address set forth in this Section 12 or such other parties or addresses as may be designated by either the County, SCBE or the City by notice given from time to time in accordance with this Section 12.

COUNTY: Sullivan County, Tennessee
Attn: County Attorney
3411 Highway 126, Suite 209
Blountville, TN 37617

SCBE: Sullivan County Board of Education
Attn: Director of Schools
PO Box 306
Blountville, TN 37617

CITY: Director of Schools
Kingsport Board of Education
400 Clinchfield Street, Suite 200
Kingsport, Tennessee 37660

With a copy to:
City Attorney
City of Kingsport
1324 Midland Drive
Kingsport, Tennessee 37764

SECTION 11. Time is of the essence to the performance of this Agreement.

SECTION 12. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

SECTION 13. This Agreement may be executed in any number of counterparts, each of which shall be considered an original document. Fax and electronic mail signature images are acceptable.

SECTION 14. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

SECTION 15. Wherever in this Agreement a party shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind the parties.

SECTION 16. Except as provided herein below the City and County agree that the sole remedy for a breach of this Agreement by either party shall be monetary damages. Each party hereby waives any rights to any other remedies including, but not limited to, any right or remedy challenging the validity of the bond issuance or the City's waiver of Twenty Million Dollars (\$20,000,000) of bond

proceeds contemplated by this Agreement. Notwithstanding any other provision, the City retains the right to seek specific performance against the County to compel the transfer of the Property as contemplated by this Agreement.

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

[Acknowledgments and exhibits deleted for inclusion in this resolution]

SECTION III. That the mayor or in his absence, incapacity, or failure to act, the vice mayor is authorized and directed to execute, in a form approved by the city attorney, any and all documents necessary all documents necessary and proper to effectuate the purpose of this resolution or the agreement approved herein.

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

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

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

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

To: Mike Billingsley
From: Lyle Ailshie
Date: January 31, 2017
Subject: Sullivan North Facility Transfer of Property Ownership

Below you will find a summarized listing of the personal property items currently housed in the Sullivan North High School facility as of Saturday, January 21. These items were observed during a walk-through of the facility with Mrs. Evelyn Rafalowski. It is hoped that the listing is summarized in such a way that you can simply copy and paste into a document that will serve as an attachment to the agreement with the county being created for the bonding agency.

General Notes

- Any items purchased with federal Title I or Perkins funds will be removed from the facility.
- All HVAC, electrical, and plumbing infrastructure will remain with the building.

Classroom Furniture

- All student and teacher furniture is expected to be removed from the facility. There is the possibility some will remain if not needed in other schools.
- All TV's will be removed from the facility.
- All Smartboards and projectors will be removed from the facility.
- All built-in cabinetry and shelving will remain with building.
- All cabinetry on wheels will be removed from the facility.
- All file cabinets will be removed from the facility.
- Power bars present in some classrooms will remain with the building.
- Rooms 803 and 828 have washers and dryers that will remain with the building.

Custodial Apartment

- All furniture and appliances will be removed from the facility.
- Cabinetry and plumbing fixtures will remain with the building.

Band and Choral Areas

- Shelving will remain with the building.
- Chairs will be removed from the facility.
- Office furniture will be removed from the facility.
- Music stands and furniture will be removed from the facility.

Auditorium

- Lighting, seating, and everything else observed present will remain in the building.
- Moveable spotlights will be removed from the facility.

Athletic Offices

- All furniture and equipment will be removed from the facility.

Gymnasium

- Portable goals native to gym will stay with the building.
- All bleachers and seats will stay with the building.
- Sound system will remain with the building.
- Baseball/softball practice netting will remain with the building.
- Scoreboards will remain with the building.

Pool Area

- Exercise equipment in this area will be removed from the facility.
- It is known that the pool leaks and is currently drained.

Training Room

- Older, but still working dryer stays with the building.
- New washing machine will be removed from the facility.
- Older ice/whirlpool will remain with the building.
- Newer ice/whirlpools will be removed from the facility.
- Ice machine will stay with the facility.

Weight Room Under Upper Bleachers

- All weight equipment and storage will be removed from the facility.

Culinary Arts

- All permanently installed equipment (stoves, ovens, etc.) will remain with the building.
- All utensils, cookware, serving trays, plates, etc. will be removed from the facility.
- All rolling storage and warmers will be removed from the building.
- Dryer will remain with the building.
- Washer will be removed from the facility.

School Kitchen and Cafeteria

- All permanently installed/attached equipment (stove, ovens, dishwasher, coolers, etc) will remain with the building.
- All utensils, cookware, serving trays, plates, etc. will be removed from the facility.
- All rolling serving lines will be removed from the facility.
- All rolling storage and warmers will be removed from the facility.

Library

- All books, magazines, and media will be removed from the facility.
- Shelving will remain with the building.
- All carts, computers, and TV's will be removed from the facility.
- Library furniture will be removed from the facility.

Science Labs

- All lab furniture will remain with the building.
- Cabinetry will remain with the building.
- Hood will remain with the building.
- STEM Classroom – Classroom tables, chairs, and technology equipment will be removed from the facility.

Technology Infrastructure

- All cabling will remain with the building
- All servers, switches, hubs, access points, and other miscellaneous technology equipment will be removed from the facility and are most likely not compatible with what KCS uses.

CTE Shops

- There are two dust collectors and related exhaust piping that will stay with the building.
- The power bars of various types will remain with the building.
- Lockers will remain with the building.
- Air compressor in the diesel shop will remain with the building.
- All equipment is expected to be removed from the building, but the county may decide to leave some that isn't needed at other schools.

All Office Areas

- Furniture will be removed from the facility.
- Cabinetry will remain with the building.

Athletic Fields

- Bleachers, fencing, backstops, scoreboards, and other current amenities will remain with the facility.
- Press Box furniture will be removed from the facility.
- Press Box cabinetry will remain with the building.
- Field House all moveable furniture and equipment will be removed.
- Two tennis courts that have not been renovated will be done prior to property ownership changes.
- Track surface is deteriorating and is in need of repair. County may need to repair to continue to use until property ownership is transferred. This is currently unknown.

Other

- There is no expectation to retain the naming of any portions of the Sullivan North facility that were done prior to the transfer of ownership.



AGENDA ACTION FORM

Payment in Lieu of Tax Provision Negotiated by the Industrial Development Board of the City of Kingsport, Tennessee

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

Action Form No.: AF-26-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Jeff Fleming/Mike Billingsley
 Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

The Industrial Development Board of the City of Kingsport, Tennessee (KEDB) has negotiated a lease with CG Kingsport, LLC for the property it owns located at the corner of Clinchfield Street and Sullivan Street (sometimes referred to as the Bray property). Included in the lease is a provision that reads,

Since Landlord is the owner of record of the Property and under Tennessee law, property owned by industrial development boards is not subject to real estate tax, the Property is exempt from city and county real estate taxes. Landlord shall indemnify and hold Tenant harmless in the event the Property becomes subject to real estate taxes during the Term.

KEDB advises that the term of the lease is 23 years. KEDB is authorized to negotiate payments in lieu of tax subject to approval of the city. In this particular situation there is no tax due during the term of the lease. The attached resolution approves the provision of the lease pertaining to real estate taxes as a payment in lieu of tax.

Attachments:

1. Resolution

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

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM CG KINGSPORT, LLC OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO PROPERTY LOCATED AT THE CORNER OF CLINCHFIELD STREET AND SULLIVAN STREET IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of Kingsport, Tennessee (the "Municipality") has met pursuant to proper notice; and

WHEREAS, the Governing Body had previously authorized the incorporation of The Industrial Development Board of the City of Kingsport, Tennessee (the "Board") as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated (the "Act"); and

WHEREAS, CG Kingsport, LLC (the "Company") would like to lease property located at the corner of Clinchfield Street and Sullivan Street owned by the Board on which the Company proposes to make improvements to such property, including apartments and retail space, which is a project that is eligible to be owned by the Board under the Act and which is located in the Municipality (the "Project"); and

WHEREAS, upon the lease of the property to the Company or an affiliated entity, the Company intends to make improvements to the Project site; and

WHEREAS, Tennessee Code Annotated Section 7-53-305(b) authorizes the Governing Body to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem taxes upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in that Code Section; and

WHEREAS, the improvement of the Project would help stabilize declining sales and property values, enhance retail opportunities in the City of Kingsport, Tennessee, maintain and increase employment opportunities, generate additional sales tax revenues and other revenues for the Municipality.

Now therefore,

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

SECTION I. The Governing Body hereby finds that the negotiation and acceptance by the Board from the Company of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 7-53-305, and the City hereby delegates to the Board the authority to negotiate and accept such payments in lieu of ad valorem taxes from the Company or an affiliated entity.

SECTION II. Pursuant to T.C.A. § 7-53-305(b) the payment in lieu of tax negotiated by the Board with the Company contained in a clause in a lease between those parties is approved, and said clause reads as follows:

Since Landlord is the owner of record of the Property and under Tennessee law, property owned by industrial development boards is not subject to real estate tax, the Property is exempt from city and county real estate taxes. Landlord shall indemnify and hold Tenant harmless in the event the Property becomes subject to real estate taxes during the Term.

SECTION III. The Board's agreement with the Company concerning payments in lieu of ad valorem taxes may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.

SECTION IV. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Ground Lease between City of Kingsport and CenturyLink

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

Action Form No.: AF-42-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Rob Cole
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

CenturyLink desires to lease a 26 ½ acres of land on Bays Mountain for the purpose of placing and maintaining equipment and facilities. The city is willing to lease a portion of the land.

The term of the lease is for 20 years with two options to renew for terms of 10 years. The rent is \$1,000.00 per year for the first 10 years, \$1,100.00 per year for the next 10 years.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH UNITED TELEPHONE SOUTHEAST, LLC D/B/A CENTURYLINK, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the United Telephone Southeast, LLC d/b/a CenturyLink would like to lease 26 1/2 acres of land located on Bays Mountain; and

WHEREAS, the property will be used for a small facility and equipment; and

WHEREAS, the term of the lease is 20 years with two options to renew for terms of 10 years.

Now therefore,

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

SECTION I. That a lease agreement with United Telephone Southeast, LLC d/b/a CenturyLink 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 lease agreement with United Telephone Southeast, LLC d/b/a CenturyLink and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease agreement or this resolution, said agreement being as follows:

GROUND LEASE

This Ground Lease ("Lease") is entered into as of the "Effective Date" (as defined in Section 18) by and between **City of Kingsport** ("Landlord") and **United Telephone Southeast, LLC d/b/a CenturyLink** ("Tenant"). Landlord and Tenant may sometimes be referred to in this Lease individually as a "party" or collectively as the "parties."

BACKGROUND:

Landlord owns certain real property located in the 12th Civil District, County of Sullivan, State of Tennessee and legally described on Exhibit A attached to and incorporated by reference into this Lease ("Land"). Tenant desires to lease a portion of the Land from Landlord for placing and maintaining certain equipment and facilities. Landlord is willing to lease a portion of the Land to Tenant upon the terms and conditions set forth in this Lease.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Landlord and Tenant agree as follows:

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord a portion of the Land ("Premises"), the Premises being described on Exhibit B attached to and incorporated by reference into this Lease.
2. **Access.** Tenant will have access to the Premises 24 hours per day, 7 days per week. If it is not possible for Tenant to access the Premises without crossing over portions of the Land that are outside of the Premises, then if applicable, Landlord grants to Tenant during the "Term" (as defined in Section 4) the right to cross over any portion of the Land so that Tenant may access the Premises to exercise its rights under this Lease.
3. **Permitted Use.** Tenant must use the Premises for the purpose of Tenant installing, constructing, operating, maintaining, expanding, replacing and removing on the Premises a communication system that Tenant may from time to time require, consisting of but not limited to

underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, poles, buildings and other facilities or structures as are reasonably necessary for Tenant to exercise the rights granted to it in this Lease (collectively, "Facilities") ("Permitted Use"). Installation of a tower is prohibited.

4. **Term.** The term of this Lease will begin on the Effective Date and continue for a period of 20 years from the Effective Date ("Initial Term"), and thereafter will automatically renew for 2 successive periods of 10 years each (each 10 year period, a "Renewal Term") upon the same terms and conditions, provided the parties can agree to the "Annual Rent" (as defined in Section 5) for such Renewal Term. Landlord or Tenant may terminate this Lease at the end of the Initial Term or any Renewal Term by providing notice of termination at least 1 year prior to the end of the Initial Term or relevant Renewal Term. The use of the word "Term" in this Lease means the Initial Term as extended by any Renewal Term.

5. **Annual Rent.** Tenant will pay to Landlord as rent for the Premises the sum of **\$1,000.00** per year ("Annual Rent") for the first ten (10) years of the term of the Lease and the sum of **\$1,100.00** for the next ten (10) years of the term of the Lease. There will be a Renewal Term only if the parties agree to the Annual Rent. Annual Rent will be paid in advance on the anniversary of the Effective Date during the Term without any prior demand and without any set-off or deductions. Tenant will make all payments of Annual Rent (or any other payments Tenant is required to make to Landlord under this Lease) payable to Landlord and deliver the same in the manner for giving notice prescribed in Section 15.1, or by regular United States first class mail, postage prepaid, to Landlord at the following address:

City Recorder
City of Kingsport
225 West Center Street
Kingsport, TN 37660

Landlord will give notice to Tenant of any change in this payment address in the manner for giving notice prescribed in Section 15.1.

6. **Indemnification, Hold Harmless and Duty to Defend.** Tenant will indemnify, hold harmless and defend Landlord from and against any and all claims, suits, actions, damages, penalties, losses, liabilities, costs, expenses, fees (including reasonable attorneys' fees) of third-parties in connection with the loss of life, bodily injury or damage to property arising from or out of Tenant's exercise of the rights granted to it under this Lease, except to the extent caused by the negligence or intentional misconduct of Landlord, its employees, agents or contractors.

7. **Default and Remedies.** A party's failure to perform any monetary obligation under this Lease within 30 days of its receipt of notice of delinquency from the party owed the monetary obligation will constitute a default. A party's failure to perform any non-monetary obligation under this Lease within 30 days of its receipt of notice of non-performance from the other party will constitute a default. However, if the non-monetary non-performance cannot reasonably be cured within such 30 day period, it will not be a default under this Lease if the non-performing party commences action to cure the non-performance within such 30 day period and proceeds with due diligence to and fully cures the non-performance. In the event of a default, the non-defaulting party may resort to any remedies to which it is entitled under this Lease, at law or in equity. All remedies to which a party is entitled are cumulative and are not exclusive of other remedies to which a party may be entitled. Use of one or more remedies does not bar the use of any other remedy.

8. **Waiver of Jury Trial.** The parties irrevocably and unconditionally waive their right to a jury trial in any court action arising among the parties under this Agreement, whether made by claim, counter-claim, third party claim or otherwise. This waiver of jury trial is binding on the parties and their respective successors and assigns, and will survive the expiration or termination of this Agreement.

9. **Assignment and Sublease.** Tenant will not assign this Lease in whole or in part, and will not sublease all or any portion of the Premises, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Tenant may assign this Lease in whole or in part or sublease all or any portion of the Premises without the prior consent of Landlord to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Tenant or any of Tenant's direct or indirect parent companies; (c) any entity that acquires a majority of the equity interests in Tenant or a direct or indirect parent company of Tenant; and (d) the purchaser of all or substantially all of Tenant's assets located in the village, city, town, township or municipality where the Premises is located.

10. **Maintenance.** Tenant will maintain the Premises and its Facilities at the Premises in reasonably proper and safe condition. Tenant may clear and keep clear all trees, roots, brush and

other obstructions from the surface and sub-surface of the Premises that interfere with Tenant exercising the rights granted to it in this Lease.

11. **Utilities.** Tenant may, at its own expense, bring to and place at the Premises electrical or other utility service for Tenant's use, and if required by the utility, Landlord will grant a separate easement to the utility for the purpose of utility bringing its service to and having access to the Premises. Tenant will pay when due all charges for heat, water, sewage, electricity, telephone and any other utility used or consumed by it on the Premises and in exercising the rights granted to it under this Lease, and will contract for those services in its own name.

12. **Taxes.** In addition to the rent provided herein Tenant shall pay to Landlord as additional rent any and all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary or extraordinary, unforeseen or foreseen, of any kind which are assessed against or imposed in respect of the Premises.

13. **Landlord Representations.** Landlord represents and warrants to Tenant that: (a) Landlord is the owner of the Premises and Land and will defend title to the Premises and Land against the claims of any and all persons; (b) Landlord has full authority to enter into this Lease according to its terms; and (c) to the best of Landlord's knowledge, the Premises and Land are free from any form of contamination and contain no hazardous, toxic or dangerous substances.

14. **Quiet Enjoyment.** Provided Tenant is not in default under this Lease, Tenant will peaceably and quietly hold and enjoy the Premises during the Term without hindrance or interruption.

15. **Condemnation.** If the entire Premises is appropriated or taken under the power of eminent domain by any public or quasi-public authority or conveyed in lieu thereof (collectively, "Condemned" or "Condemnation"), this Lease will terminate as of the earlier of the date of taking of possession by the condemning authority or the date title to the Premises vests in the condemning authority. If any portion of the Premises is Condemned, Landlord will provide written notice to Tenant of the same, setting forth in detail the circumstances of the same, including the portion so Condemned. Thereafter, if the remaining portion of the Premises is unsuitable for Tenant's Permitted Use, as reasonably determined by Tenant, Tenant may terminate this Lease by giving notice to Landlord within 60 days after Tenant's receipt of the written notice from Landlord advising as to the circumstances of the Condemnation. All compensation awarded or paid in connection with a Condemnation to Landlord will belong to and be the property of Landlord. Tenant may claim in the Condemnation proceedings as its own award any amounts as may be allowed for the costs for its Facilities and for the relocation of such Facilities.

16. **Notice.**

16.1 Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, "Notice") is required or permitted under this Lease, the same must be in writing. Notice must be delivered by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the following addresses:

If Notice to Landlord:

City of Kingsport
225 West Center St.
Kingsport, TN 37660

With a copy of any Landlord default notice, which will not constitute notice to Landlord, to:

City Attorney
1324 Midland Drive
Kingsport, TN 37664

If Notice to Tenant:

United Telephone Southeast, LLC d/b/a CenturyLink

100 CenturyLink Dr
Monroe, LA 71203

Attn: Construction Services

With a copy of any Tenant-default Notice only (which alone will not constitute Notice to Tenant) to:

CenturyLink Law Department
100 Monroe Drive
Monroe, LA 71203

16.2 Notice will be deemed effective on the date shown on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in Section 15.1 by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 15.1.

17. **Miscellaneous.** (a) This Lease contains all of the promises, agreements, conditions and understandings between the parties concerning the subject matter of this Lease, and there are no

oral agreements or understandings between the parties affecting this Lease. This Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties with respect to the subject matter of this Lease; (b) Except as may be otherwise expressly allowed for under this Lease, no provision of this Lease is deemed amended or modified unless amended or modified in a writing signed and dated by all parties; (c) The waiver by a party of any breach of any term, agreement or condition contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other term, agreement or condition. No agreement, term or condition of this Lease will be deemed to have been waived unless the waiver is in writing signed by the party charged with the waiver; (d) If any part of this Lease becomes or is held to be invalid for any reason, such determination will affect only the invalid portion of this Lease, and the remainder of this Lease will stand and remain in full force and effect as if the invalid provision had not been a part of this Lease; (e) The provisions of this Lease will extend to and bind the respective heirs, executors, administrators, successors and permitted assignees of the parties, including any subsequent purchasers of the real property that is the subject of this Lease; (f) Landlord will allow and permit any other person or entity to carry-in and attach their respective conduit, wires, cables or other such items to the Facilities as may be required by law; and (g) This Lease will be governed, construed and interpreted in accordance with the laws of the state where the Premises is located.

18. **Recording.** Neither party will record this Lease in whole or in part. However, Tenant may record a memorandum of this Lease that is in both form and substance the same as the memorandum of lease set forth on Exhibit B attached to and incorporated by reference into this Lease ("Memorandum of Ground Lease"). Tenant will pay for all recording costs and fees relative to the Memorandum of Ground Lease, and after recording, Tenant will provide Landlord with a file-stamped copy of the recorded Memorandum of Ground Lease. Upon the expiration or termination of this Lease, Landlord may sign and record a release of any recorded Memorandum of Ground Lease, without Tenant's permission, input or signature on the release.

19. **Effective Date.** This Lease becomes effective on the date this Lease is last signed by all of the parties ("Effective Date").

20. **Counterparts, Facsimile and Electronic Mail Signatures.** This Lease may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Lease transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature.

[Acknowledgements and Exhibits A and B Deleted for Inclusion in this Resolution]

EXHIBIT C TO GROUND LEASE **MEMORANDUM OF GROUND LEASE**

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease ("Memorandum") is entered into as of the date it is last signed by the parties ("Effective Date") by and between _____ ("Landlord") and _____ d/b/a CenturyLink ("Tenant").

1. Landlord owns certain real property that is legally described on Exhibit A attached to and incorporated by reference into this Memorandum ("Land").

2. Landlord and Tenant entered into that certain Ground Lease dated _____, 201_ ("Ground Lease"), whereby Tenant leases the Land from Landlord.

3. The term of the Ground Lease commenced on _____ and continues for a period of ____ years from that date, unless earlier terminated as set forth in the Ground Lease ("Initial Term"). Pursuant to the Ground Lease, Tenant has the right to renew the Ground Lease upon the expiration of the Initial Term for ____ successive periods of ____ years each.

4. Landlord and Tenant prepared and entered into this Memorandum for the purpose of the recordation of the same to evidence the existence of the Ground Lease, its Initial Term and Tenant's right to renew the Lease beyond the Initial Term. The Ground Lease runs with the Land. This Memorandum in no way modifies the provisions of the Ground Lease.

Landlord and Tenant have entered into this Memorandum as of the Effective Date.

[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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Release of Sanitary Sewer Easement on Property Located at 3308 Ft. Henry Drive

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

Action Form No.: AF-44-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: J. Harmon
 Presentation By: J. Harmon

Recommendation:

Approve the Resolution as proposed.

Executive Summary:

The Developers of The Blake Assisted Living Facility are purchasing property located at 3308 Fort Henry Drive, adjacent to Wal-Mart. Situated on the property is a sanitary sewer easement for a sewer line that runs into the property. This sewer line will no longer be needed with the proposed layout of the new Development. The developers have requested that the City release the Sanitary Sewer Easement crossing the property. The pertinent City Departments have reviewed the request and approved the release of the easement. No future use of this easement is warranted.

Attachments:

1. Resolution
2. Location Map of Easements

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

RESOLUTION NO. ____

A RESOLUTION APPROVING THE RELEASE OF A SANITARY SEWER EASEMENT ON PROPERTY LOCATED AT 3308 FORT HENRY DRIVE; AND AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION AND RELEASE OF EASEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE OR THIS RESOLUTION

WHEREAS, the developers of The Blake, an assisted living facility, is in the process of purchasing the property located at 3308 Fort Henry Drive, Kingsport, Tennessee, adjacent to Wal-Mart; and

WHEREAS, there is currently a sanitary sewer easement for a sewer line that runs on the property that is no longer needed; and

WHEREAS, the developers have requested that the city release the sanitary sewer easement; and

WHEREAS, the city has no use for the easement; and

Now therefore,

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

SECTION I. That the termination and release of the sanitary sewer easement on property located at 3308 Fort Henry Drive, Kingsport, 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, Termination and Release of Easement for the release of an unused city sanitary sewer easement located 3308 Fort Henry Drive, Kingsport, Tennessee, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the release or this resolution, said release being as follows:

Prepared by and after recording, return original to:
Andrew L. Smith
Partridge, Smith, P.C.
3601 Spring Hill Business Park
Suite 102
Mobile, Alabama 36608

STATE OF TENNESSEE
COUNTY OF SULLIVAN

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT (this "Termination") is made and executed this ____ day of _____, 2017 ("Effective Date"), by the CITY OF KINGSPORT, a municipal corporation of the State of Tennessee.

W I T N E S S E T H:

WHEREAS, by Deed of Easement dated July 15, 1985, and recorded in Book 453C, Page 615, in the Sullivan County Register of Deeds (the "Deed of Easement"), Carl K. Kirkpatrick, Jr., granted to the City of Kingsport a sanitary sewer easement over real property therein described; and,

WHEREAS, the City of Kingsport has now determined that it no longer requires such sanitary sewer easement and by these presents does hereby desire to terminate and release the same:
NOW, THEREFORE, for and in consideration of the premises, the City of Kingsport does hereby terminate and release the Deed of Easement recorded in Book 453C, Page 615, in the Sullivan County Register of Deeds.

[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 7th day of February, 2017.

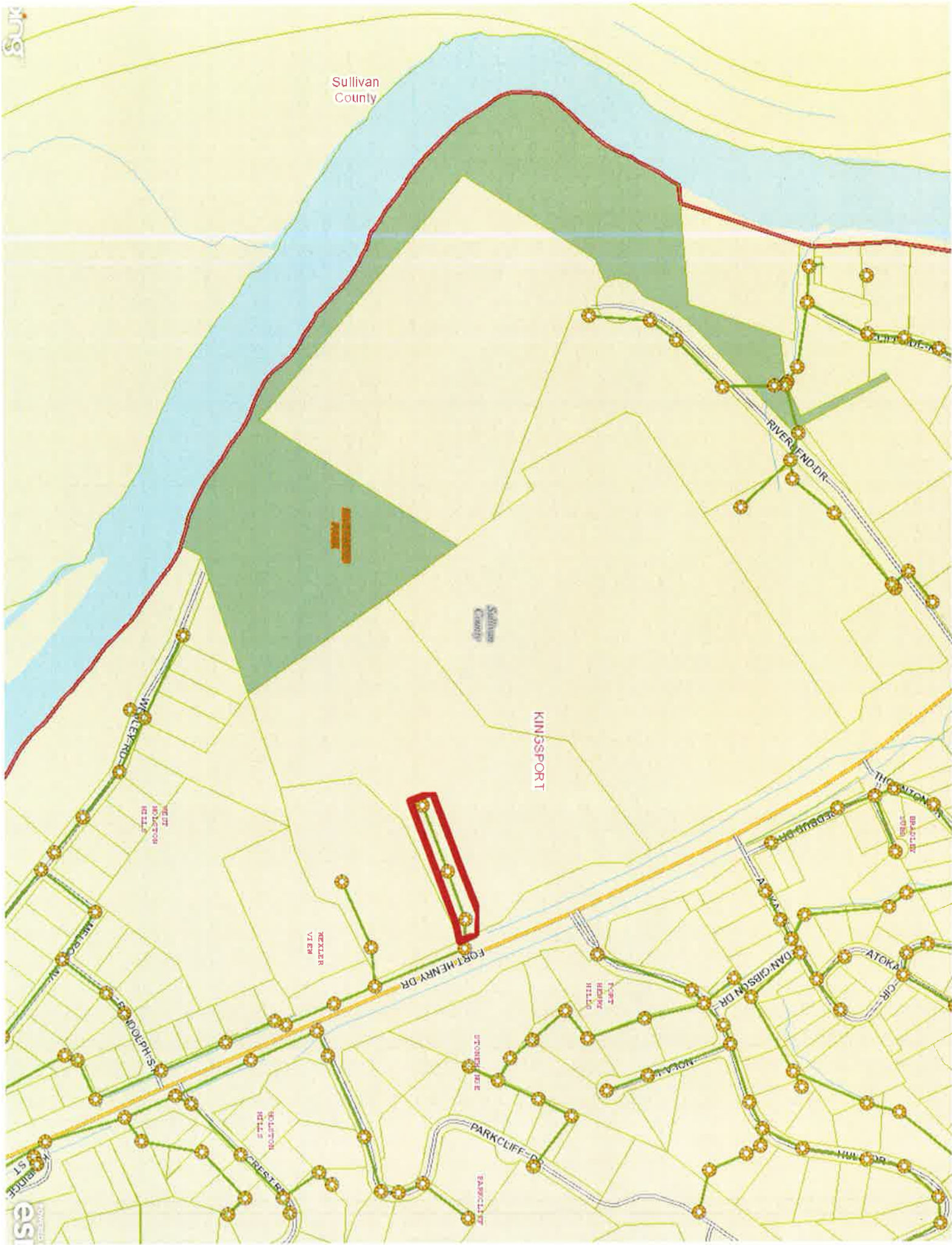
JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Sullivan
County

KINSPORT



FORT HENRY DR

RIVERFEND DR

W ALEXANDER RD

WEATHER
VIEW

WILSON
HILLS

FOREST
HILLS

STONEMAN
HILL

PARKCLIFF DR

BARCLAY

PORT
HENRY
HILLS

NOVA

DAN GILES DR

ATOKA
CIR

BRADLEY
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AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-24-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: R. Trent, D. Mason
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

American Electric Power has requested a right-of-way easement from the city in order to relocate existing and install new power service for the Centennial Park project. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

1. Resolution
2. Project Location Map and Easement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, the City of Kingsport has requested American Electric Power provide power service for Centennial Park; and

WHEREAS, in order to relocate existing and install new power service, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

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, a Right-of-Way Easement with Kingsport Power Company.

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

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

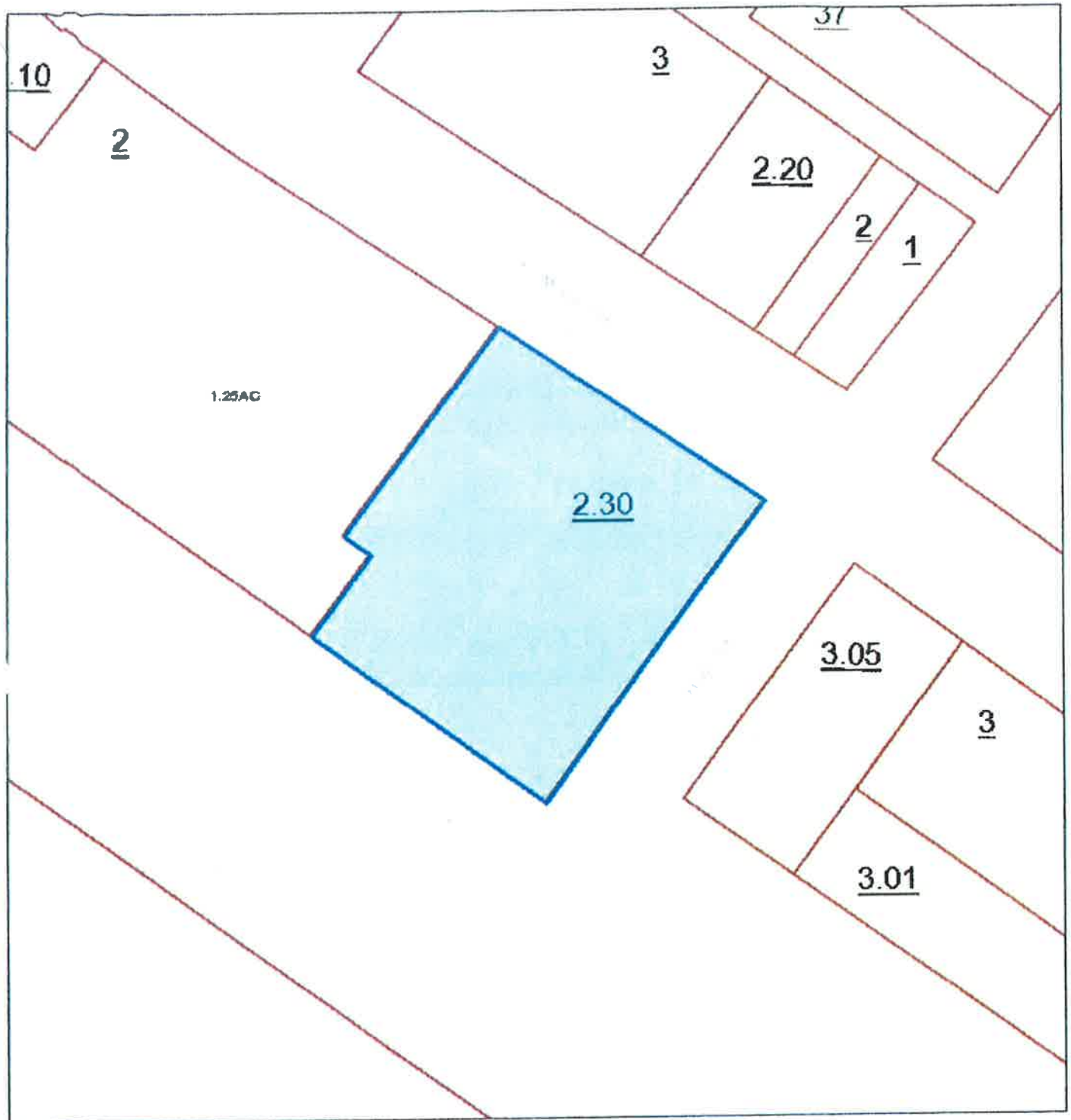
ATTEST:

JAMES H. DEMMING, CITY RECORDER

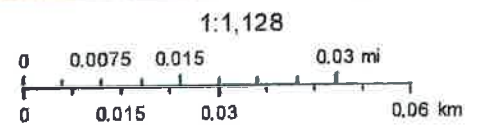
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Sullivan County - Parcel: 046P F 002.30



January 12, 2017



TN Comptroller - OLG
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

City of Kingsport Eas No. _____ R/W Map No. 3783-1103-D2
1324 Midland Drive W. O. No. W002851101 Job No. 16560065 Prop No. 1
Kingsport, TN 37664 Line City of Kingsport

THIS AGREEMENT, made this 10th day of January, 20 17, by and between CITY OF KINGSFORT, a municipal corporation organized and existing under the laws of the State of TENNESSEE, herein called "Grantor", and KINGSFORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee.

On the North by the lands of E. Main Street
 On the East by the lands of Cherokee Street
 On the South by the lands of CSX Railroad
 On the West by the lands of Christopher and Dawn Bowen

This line extends in a Northwesterly direction from Kingsport's existing Pole numbered 1103-D2-0028 to and including new Pole in line numbered 1103-D2-6212 to and including new underground facilities numbered 1103-D2-6213.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by Kingsport Chamber Foundation, by deed dated 2/1/2012, and recorded in Sullivan County, Deed Book No. 3022, Page 1262.
 Map 046P, Group F, CTL Map 046P, Parcel 002.30.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises; the right to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's Facilities; the right to disturb the surface of said premises and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSFORT

By: _____
Mayor

Attest: _____
Secretary

STATE OF _____)
COUNTY OF _____) To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself/herself as Mayor.

Witness my hand and official seal in _____ County, State of _____, this the _____ day of _____, 20____.

Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSFORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
COUNTY OF SULLIVAN) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20____.

Notary Public

My Commission Expires:



AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-25-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: R. Trent, D. Austin
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

American Electric Power has requested a right-of-way easement from the city in order to relocate existing transformers from the basement of City Hall to a pad mounted outside the building which would eliminate the old transformers in the basement of the building. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

1. Resolution
2. Project Location Map and Easement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, the City of Kingsport has requested American Electric Power relocate power service for City Hall; and

WHEREAS, there is currently a small room in the basement that has three old transformers that supply power to City Hall and the room is only accessed from a window well outside the building; and

WHEREAS, in order to relocate the transformers, it will be necessary to install a pad mounted transformer outside the building eliminating the old transformers in the basement; and

WHEREAS, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power.

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, a Right-of-Way Easement with Kingsport Power Company.

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

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

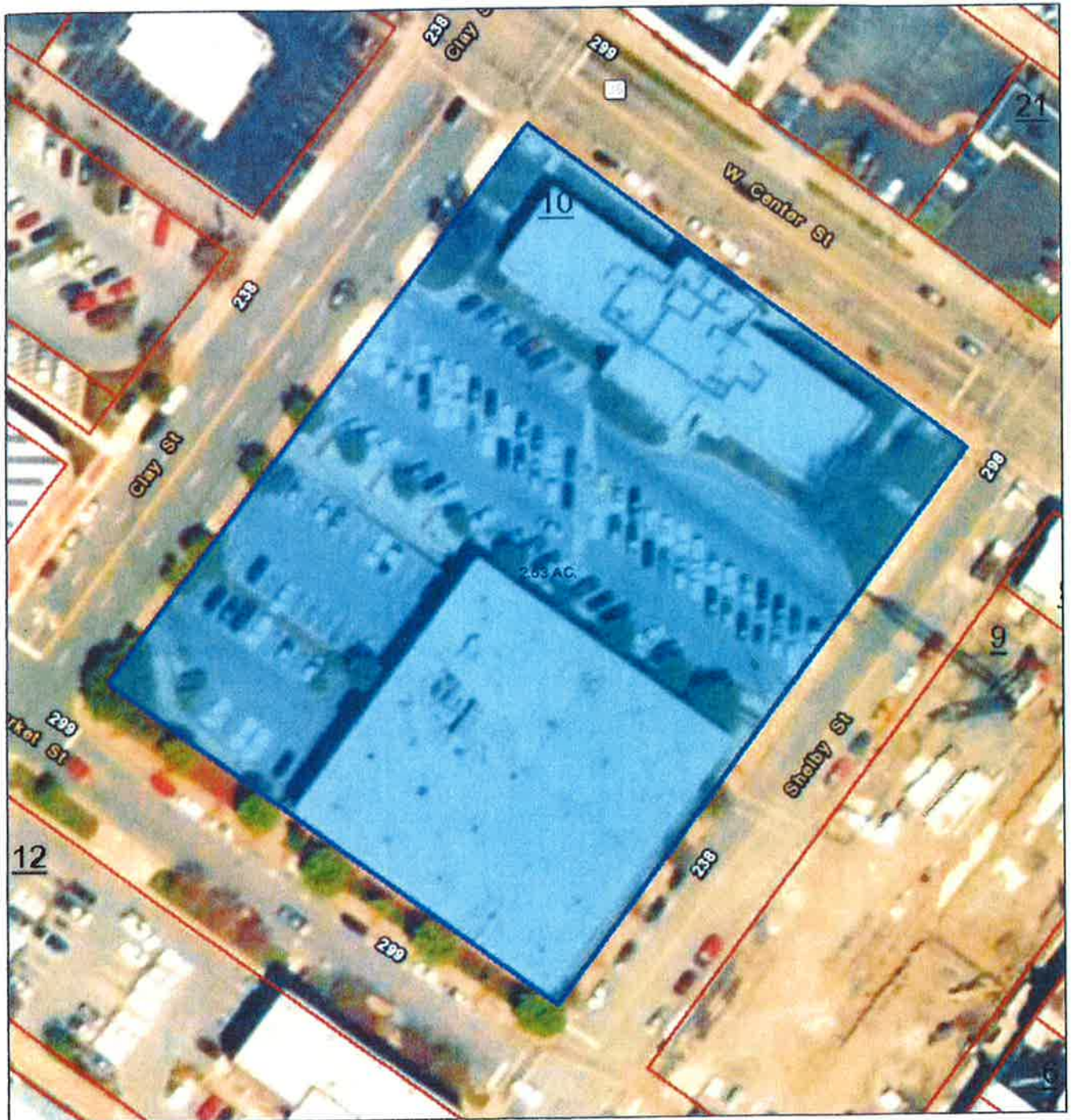
ATTEST:

JAMES H. DEMMING, CITY RECORDER

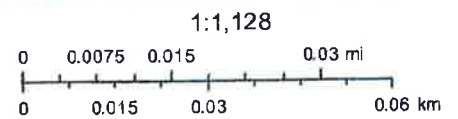
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Sullivan County - Parcel: 046I F 010.00



January 17, 2017



City of Kingsport Eas No. _____ RW Map No. 3783-1103-B3 & D1
 1324 Midland Drive W.O. No. W002851101 Job No. 17560002 Prop No. 1
 Kingsport, TN 37664 Line Install Primary Underground and Transformers

THIS AGREEMENT, made this _____ day of _____, 20 17,
 by and between _____ CITY OF KINGSPORT _____, a corporation
 organized and existing under the laws of the State of _____ Tennessee _____, herein
 called "Grantor", and KINGSPORT POWER COMPANY, a Virginia corporation, herein
 called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid
 to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby
 grants, conveys and warrants to Kingsport, its successors, assigns, lessees and
 tenants, a right of way and easement for an electric power line or lines, and
 communication lines, in, on, along, through, across or under the following described
 lands of the Grantor situated in _____ 11th _____ Civil District, County of _____ Sullivan _____,
 State of Tennessee.

On the North by the lands of _____ W Center Street _____
 On the East by the lands of _____ Shelby Street _____
 On the South by the lands of _____ W Market Street _____
 On the West by the lands of _____ Clay Street _____

This line extends in a _____ Northeasterly _____ direction from
 Kingsport's existing _____ Pole _____ numbered 1103-B3-3768 to
 and including new _____ Underground Facilities _____ numbered 1103-B3-6225 thence
 in a Southeasterly direction to existing underground facilities numbered 1103-D1-4197.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of
 the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of
 way and easement herein above granted, shall revert to the Grantor, its successors and
 assigns.

Being a right of way easement over the same property conveyed to Grantors herein by
 _____ Kingsport Corporation _____, by deed dated _____ November 21, 1946 _____, and
 recorded in _____ Sullivan _____ County, Deed Book No. 87A, Page 519.

Map _____ 046I _____, Group _____ F _____, CTL Map _____ 046I _____, Parcel _____ 010.00 _____.

TOGETHER with the right, privilege and authority to Kingsport, its successors,
 assigns, lessees and tenants, to construct, erect, install, place, operate, maintain,
 inspect, repair, renew, remove, add to the number of, and relocate at will, underground
 conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and
 appurtenances (hereinafter called "Kingsport's Facilities"), in, on, along, through, across
 and under the above referred to premises; the right to disturb the surface of said
 premises and to excavate thereon, and to cut down, trim, clear and/or otherwise control,
 and at Kingsport's option, remove from said premises, brush, undergrowth, trees, tree
 roots, shrubs, buildings or other obstructions which may endanger the safety of, or
 interfere with the use of Kingsport's Facilities; and the right of ingress and egress to and
 over said above referred to premises, and any of the adjoining lands of the Grantors at
 any and all times, for the purpose of exercising and enjoying the rights herein granted,
 and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves
 the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its
 successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

By: _____
Mayor

Attest: _____
City Recorder

STATE OF TENNESSEE)
COUNTY OF SULLIVAN) To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself/herself as Mayor.

Witness my hand and official seal in _____ County, State of Tennessee, this the _____ day of _____, 20____.

My Commission expires:

Notary Public

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
COUNTY OF SULLIVAN) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20____.

My Commission Expires:

Notary Public



AGENDA ACTION FORM

Lease Agreement with Congressman Phil Roe for Office Space at the Kingsport Center for Higher Education

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

Action Form No.: AF-27-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Chris McCart
 Presentation By: Chris McCart

Recommendation:

Approve the Resolution.

Executive Summary:

When the Kingsport Center for Higher Education was planned and constructed, a small space was set aside for lease to an external user. The space has a separate external entrance and parking (as well as an internal access).

Congressman Roe has subleased the space as his regional field office from Northeast State Community College for the last seven years. Since the building is actually owned by the City of Kingsport, the lease is more appropriately executed directly between the City and the Congressman's office. Therefore all monthly payments will be made to the City of Kingsport.

The attached lease agreement and resolution provide for the Congressman to lease the space from the City of Kingsport for a sum of \$22,248 per year (or \$1,854 / month) with this being a two year lease. Northeast State agreed to continue providing custodial services and general facilities maintenance for the Congressman's office as part of its overall agreement to provide service to the entire Kingsport Center for Higher Education. There is no additional charge for this service.

Attachments:

1. Resolution
2. Lease Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE TERM OF THE LEASE AGREEMENT WITH U.S HOUSE OF REPRESENTATIVES DISTRICT OFFICE FOR OFFICE SPACE FOR CONGRESSMEN PHIL ROE AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in 2013, the board approved a resolution authorized the mayor to sign an agreement the U.S. House of Representatives for office space to be lease by Congressmen Phil Roe at the Kingsport Center for Higher Education; and

WHEREAS, Congressmen Roe would like to amend the lease agreement to extend the term for an additional two years, so that the expiration date will be January 2, 2019; and

WHEREAS, the rent remains \$1,854.00 per month.

Now therefore,

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

SECTION I. That an amendment to the agreement with U.S. House of Representatives for office space to be leased by Congressmen Phil Roe at the Kingsport Center for Higher Education is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with U.S. House of Representatives for office space to be leased by Congressmen Phil Roe at the Kingsport Center for Higher Education for an additional two year term and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said amendment being generally as follows:

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 1 of 2 — 115th Congress)

1. Prior Lease Term. The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from 11/31/2015 to 11/21/2011 for the lease of office space located at 205 Revere Street in the city, state and ZIP of Kingsport, Tennessee 37660

2. Extended Term. If applicable, the above referenced Lease is extended through and including January 2, 2019. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2019, which is the end of the constitutional term of the 115th Congress.)

3. Rent and Any Other Changes. The monthly rent for the extended term of the Lease shall now be \$1,854.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

NONE

4. District Office Lease Attachment for 115th Congress. This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress and the District Office Lease Attachment for the 115th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.

5. Counterparts. This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

6. Section Headings. The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

[Acknowledgements Deleted for Inclusion in this Resolution]

District Office Lease Attachment

(Page 1 of 4 —115th Congress)

1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. Performance. Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease — which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House — shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. Modifications. Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. Compliance with House Rules and Regulations. Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.

5. Payments. The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. Void Provisions. Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. Certain Charges. The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. Term. The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.

10. Early Termination. If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. Assignments. Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

12. Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. Bankruptcy and Foreclosure. In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

15. Maintenance of Common Areas. Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. Lessor Liability for Failure to Maintain. Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. Initial Alterations. Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. Federal Tort Claims Act. Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. Limitation of Liability. Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. Compliance with Laws. Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. Electronic Funds Transfer. Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. Refunds. Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. Conflict. Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

25. Construction. Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. Fair Market Value. The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. District Certification. The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. Counterparts. This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. Section Headings. The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee

[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 amendment set out herein 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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 115th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from 1/3/2015 to 1/2/2017 for the lease of office space located at 205 Revere Street in the city, state and ZIP of Kingsport, Tennessee 37660.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2019. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2019, which is the end of the constitutional term of the 115th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$1,854.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].

NONE
4. **District Office Lease Attachment for 115th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress and the District Office Lease Attachment for the 115th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 2 of 2 – 115th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

***This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.***

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 115th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☒ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☒ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for all flagship offices of Freshman Members of the 115th Congress.)

- ☐ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- ☐ * **Interior Wiring CAT 5e or Better within Leased Space.**
- ☐ Lockable Space for Networking Equipment.
- ☐ Telephone Service Available.
- ☐ Parking. ☐ _____ Assigned Parking Spaces
 ☐ _____ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis
- ☐ Utilities. Includes: _____
- ☐ Janitorial Services. Frequency: _____
- ☐ Trash Removal. Frequency: _____
- ☐ Carpet Cleaning. Frequency: _____
- ☐ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☐ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____
 Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form

Save Form

Clear Page

District Office Lease Attachment

(Page 2 of 5 – 115th Congress)

SECTION B (Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Attachment

(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

District Office Lease Attachment

(Page 4 of 5 – 115th Congress)

- 15. Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 16. Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
- 17. Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
- 18. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 19. Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
- 20. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 21. Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- 22. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- 23. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- 24. Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?

Name Sheila Houser

Phone (423) 247-8161

E-mail sheila.houser

@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*



AGENDA ACTION FORM

Agreement with Dick's Sporting Goods for 2017 Parks and Recreation Baseball/Softball Programs

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

Action Form No.: AF-06-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Matthew Elkins; Jason Wilburn; Kitty Frazier
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The Parks and Recreation Department is seeking to renew the agreement with Dick's Sporting Goods and the City of Kingsport. The sponsorship with Dick's Sporting Goods would involve the City receiving new equipment and supplies for the programs, such as scorebooks, batting tees, baseballs and tee balls which will be used during the season. In exchange, the Parks & Recreation Department will provide the participants in our leagues promotional information and discount coupons for sporting good supplies at the store. The sponsorship agreement term would last for a period of one year, starting with the 2017 Spring Youth Baseball/Softball season.

Attachments:

1. Resolution
2. Kingsport P&R Sponsorship Agreement 2017

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH DICK'S SPORTING GOODS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2015 the city entered into a sponsorship agreement with Dick's Sporting Goods, Inc. for the Parks and Recreation Department; and

WHEREAS, the city would like to enter into another sponsorship agreement with Dick's Sporting Goods, Inc. for the period of April, 1, 2017, through April 1, 2018; and

WHEREAS, the sponsorship with Dick's Sporting Goods, Inc. would involve the city receiving new equipment and supplies for the programs, such as scorebooks, batting tees, hitting nets, baseballs and softball to be used during the season; and

WHEREAS, in exchange the Parks and Recreation Department will be providing the participants in our leagues promotional information and discount coupons for sporting good supplies at the store.

Now therefore,

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

SECTION I. That a sponsorship agreement with Dick's Sporting Goods, Inc. 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 sponsorship agreement with Dick's Sporting Goods, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

SPONSORSHIP AGREEMENT

January 25, 2017

Kingsport Parks & Recreation
Jason Wilburn
1550 Fort Henry Dr. Kingsport, Tennessee 37664
423-229-9460

Dear Jason Wilburn,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between Dick's Sporting Goods, Inc. ("DSG" or "Sponsor") and the City of Kingsport, Tennessee (the "City") for its Kingsport Parks & Recreation baseball, tee ball and softball programs ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:		Value
Cash		\$550
Community Youth Sports Kits		\$2,310
Quantity	Value	
5	2017 Teeball (\$76.99/each)	
25	2017 Baseball (\$76.99/each)	
Accessories		

<u>Quantity Value</u>	\$500.00
10	Adidas Baseball helmets (\$19.99)
6	Bat Bags (\$25.00)
6	Batting Tees (\$24.99)
Total Sponsorship Value	\$2,204.78

Organization to provide DSG with the following:

1. DSG Team Packet distribution to all Organization's participants during a mutually agreed time
2. DSG Banner with DSG Logo placed in a mutually agreed space during the Term
3. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
4. Distribution of DSG electronic coupon in Organization's email communications at least **6 times** during the Term
5. Promotion of Organization's Spring 2017 and Fall 2017 In-Store 20% off Shop Day at DSG through Organization's email blasts, website and flyer distribution
6. Designated DSG email blasts to include DSG e-coupon

Term

The term of this Agreement shall begin on **3/1/2017** and remain in effect until **12/31/2017** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

[Acknowledgements Deleted for Inclusion in this Resolution]

Terms and Conditions of Sponsorship Agreement

1. During the Term of this Agreement, Sponsor shall be the sole sporting goods retail sponsor of the Organization. Organization will not pursue sponsorships with direct competitors of Sponsor, including but not limited to, The Sports Authority, Modell's and Academy Sports and Outdoors. If Organization is approached by any direct competitor or sporting goods retailer, Organization will notify Sponsor before making any future commitments.
2. Sponsor and Organization may by mutual agreement continue the sponsorship set forth in this Agreement for a total of two additional years. Sponsor and Organization shall confirm in writing whether they mutually agree to continue the sponsorship prior to the end of the current Term.
3. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo. Organization retains all right, title and interest in and to the Organization's name, brand and logo.
4. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Sponsor agrees to obtain the required consent from Organization's participants or event participants or such participant's parent or guardian, as applicable before using such photographs. Organization agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media, provided Organization is able to obtain the required consent and releases from the participants or event participants or such participant's parent or guardian, as applicable.
5. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
6. To the extent permitted by Tennessee law, the liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
7. To the extent permitted by Tennessee law, Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or

may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.

8. To the extent permitted by Tennessee law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.

9. Except as required by the Tennessee Open Records Act, Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.

10. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement and the rights and obligations of the parties shall be governed under the laws of the State of Tennessee, without regard to its conflicts of law provisions.

11. No member, official, or employee of the City shall be personally liable to Sponsor or any other party, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



SPONSORSHIP AGREEMENT

Kingsport Parks & Recreation
Jason Wilburn
1550 Fort Henry Dr. Kingsport, Tennessee 37664
423-229-9460

January 25, 2017

Dear Jason Wilburn,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between Dick's Sporting Goods, Inc. ("DSG" or "Sponsor") and the City of Kingsport, Tennessee (the "City") for its Kingsport Parks & Recreation baseball, tee ball and softball programs ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:		Value
Cash		\$550
Community Youth Sports Kits		\$2,310
<u>Quantity</u>	<u>Value</u>	
5	2017 Teeball (\$76.99/each)	
25	2017 Baseball (\$76.99/each)	
Accessories		\$500
<u>Quantity</u>	<u>Value</u>	
10	Adidas Baseball helmets (\$19.99)	
6	Bat Bags (\$25.00)	
6	Batting Tees (\$24.99)	
Total Sponsorship Value		\$3,360

Organization to provide DSG with the following:

1. DSG Team Packet distribution to all Organization's participants during a mutually agreed time
2. DSG Banner with DSG Logo placed in a mutually agreed space during the Term
3. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
4. Distribution of DSG electronic coupon in Organization's email communications at least **6 times** during the Term
5. Promotion of Organization's Spring 2017 and Fall 2017 In-Store 20% off Shop Day at DSG through Organization's email blasts, website and flyer distribution
Designated DSG email blasts to include DSG e-coupon

Term

The term of this Agreement shall begin on **3/1/2017** and remain in effect until **12/31/2017** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Accepted and Agreed:

Dick's Sporting Goods, Inc.

Accepted and Agreed:

City of Kingsport

Name: Brian Johnson
Community Marketing Manager

Name (Print):
Title:

Terms and Conditions of Sponsorship Agreement

1. During the Term of this Agreement, Sponsor shall be the sole sporting goods retail sponsor of the Organization. Organization will not pursue sponsorships with direct competitors of Sponsor, including but not limited to, The Sports Authority, Modell's and Academy Sports and Outdoors. If Organization is approached by any direct competitor or sporting goods retailer, Organization will notify Sponsor before making any future commitments.
2. Sponsor and Organization may by mutual agreement continue the sponsorship set forth in this Agreement for a total of two additional years. Sponsor and Organization shall confirm in writing whether they mutually agree to continue the sponsorship prior to the end of the current Term.
3. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

Organization retains all right, title and interest in and to the Organization's name, brand and logo.

4. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Sponsor agrees to obtain the required consent from Organization's participants or event participants or such participant's parent or guardian, as applicable before using such photographs. Organization agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media,

provided Organization is able to obtain the required consent and releases from the participants or event participants or such participant's parent or guardian, as applicable.

5. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
6. To the extent permitted by Tennessee law, the liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
7. To the extent permitted by Tennessee law, Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.
8. To the extent permitted by Tennessee law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.
9. Except as required by the Tennessee Open Records Act, Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.
10. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement and the rights and obligations of the parties shall be governed under the laws of the State of Tennessee, without regard to its conflicts of law provisions.
11. No member, official, or employee of the City shall be personally liable to Sponsor or any other party, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

Exhibit A

G Name/Logo

EVERY SEASON STARTS AT



Download the Dick's Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>

EVERY SEASON STARTS AT



Download the Dick's Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>



AGENDA ACTION FORM

Amend the Agreement with Gordon Food Service to Renew for an Additional Year

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

Action Form No.: AF-35-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Committee
 Presentation By: Jennifer Walker

Recommendation:

Approve the Resolution.

Executive Summary:

At the Board of Mayor and Alderman meeting on February 17, 2015 a resolution was passed to execute an agreement with Gordon Food Service. This agreement was to establish a continuous supply of food and beverage items for use by the City of Kingsport School Nutrition Services for the time period of March 1, 2015 – February 29, 2016. The agreement included an option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of services are acceptable to the City of Kingsport. It is now recommended to amend this agreement to extend it for the March 1, 2017 – February 28, 2018 time period for \$1,300,000.00.

Funding will be provided from Kingsport City School Nutrition Services budget.

Attachments:

1. Resolution
2. Letter of Intent to renew
3. Recommendation Letter
4. Proposed Addendum

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH GORDON FOODS FOR FOOD AND BEVERAGE ITEMS FOR THE KINGSPORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

WHEREAS, on February 17, 2015, the board approved an agreement with Gordon Foods Dairy to provide food and beverage products to the Kingsport City School Nutrition Services for the period of March 1, 2015, to February 29, 2016, with the option to renew the agreement for an additional three years, in one year increments; and

WHEREAS, the Kingsport City School Nutrition Services would like to renew the agreement for the term of March 1, 2017, to February 28, 2018, for \$1,300,000.00.

Now therefore,

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

SECTION I. That an addendum to the agreement with Gordon Foods for food and beverage products for the Kingsport City School Nutrition Services for the period of March 1, 2017, to February 28, 2018, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an addendum to the agreement with Gordon Foods for food and drink items for the Kingsport City School Nutrition Services for the period of March 1, 2016, to February 28, 2017, and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said amendment being generally as follows:

**ADDENDUM TO AGREEMENT
BETWEEN GORDON FOOD SERVICE
AND CITY OF KINGSPORT
MADE AND ENTERED INTO ON THE 8TH DAY OF FEBRUARY 2017**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from March 1, 2017 to February 28, 2018. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one year increments for up to one (1) additional year providing all terms, conditions and cost are acceptable to both parties.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,300,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,300,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this

Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, February 28, 2018. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[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 addendum 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 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



January 13, 2017

Michelle Ramey
Kingsport City Schools
Assistant Procurement Manager / Schools
400 Clinchfield Street, Suite 200
Kingsport, TN 37660
vramey@k12k.com

RE: Agreement for Grocery Items for the City of Kingsport School Nutrition Program

Dear Ms. Ramey

Per section 2 of the referenced contract dated March 1, 2016, Gordon Food Service agrees to
Extend the agreement through February 28, 2018.

Sincerely

A handwritten signature in blue ink that reads "Barbara Whitney".

Barbara Whitney
Education Development Specialist
Gordon Food Service

Gordon Food Service
Southeast Division
4815 Broadway Suite 105
Knoxville, TN 37918



Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2106
f: (423) 378.2109

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: KCS Board of Education/Board of Mayor and Alderman

FROM: Jennifer Walker, KCS SNS Supervisor

DATE: 01/27/17

RE: Renew Gordon Food Services contract for an additional year

Recommendation: Approve renewal agreement to extend Gordon Food Services contract for one year

Kingsport City entered into an agreement with Gordon Food Services beginning March 1, 2015 thru February 29, 2016. In the agreement, KCS School Nutrition Services administers a contract for Grocery Items and Beverages to maintain a continual supply of items for the Kingsport City Schools. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City of Kingsport. Overall, Gordon's bid prices have decreased for many items since our bid was approved last year. This will be the 2nd renewal year in our bid contract. KCS SNS recommends renewing this agreement for an additional year from March 1, 2017 – February 28, 2018 for the same not to exceed amount of \$1,300,000.00.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.



ADDENDUM TO AGREEMENT

BETWEEN GORDON FOOD SERVICE

AND CITY OF KINGSPORT

MADE AND ENTERED INTO ON THE 8TH DAY OF FEBRUARY 2017

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SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,300,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,300,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, February 28, 2018. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

GORDON FOOD SERVICE

CITY OF KINGSPORT, TENNESSEE

BY: _____

BY: _____
MAYOR

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney



AGENDA ACTION FORM

Approval of Easement and Right-of-Way

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

Action Form No.: AF-41-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: R. Trent; H. Clabaugh
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested additional right-of-way and easement across affected property for Phase 2 of the Colonial Heights Sanitary Sewer Extension Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

Colonial Heights Sewer Project – Phase 2 Additional Offers

<u>Tax Map & Parcel</u>	<u>Property Owner/s</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#092-P;E-018.00	Mr. & Mrs. Melvin Michael Morrison, II	Temp. 250 sq. ft.	\$65.00
#092-P; E-019.00	625 Parkway Drive Kingsport, TN 37663	Temp. 250 sq. ft.	\$65.00

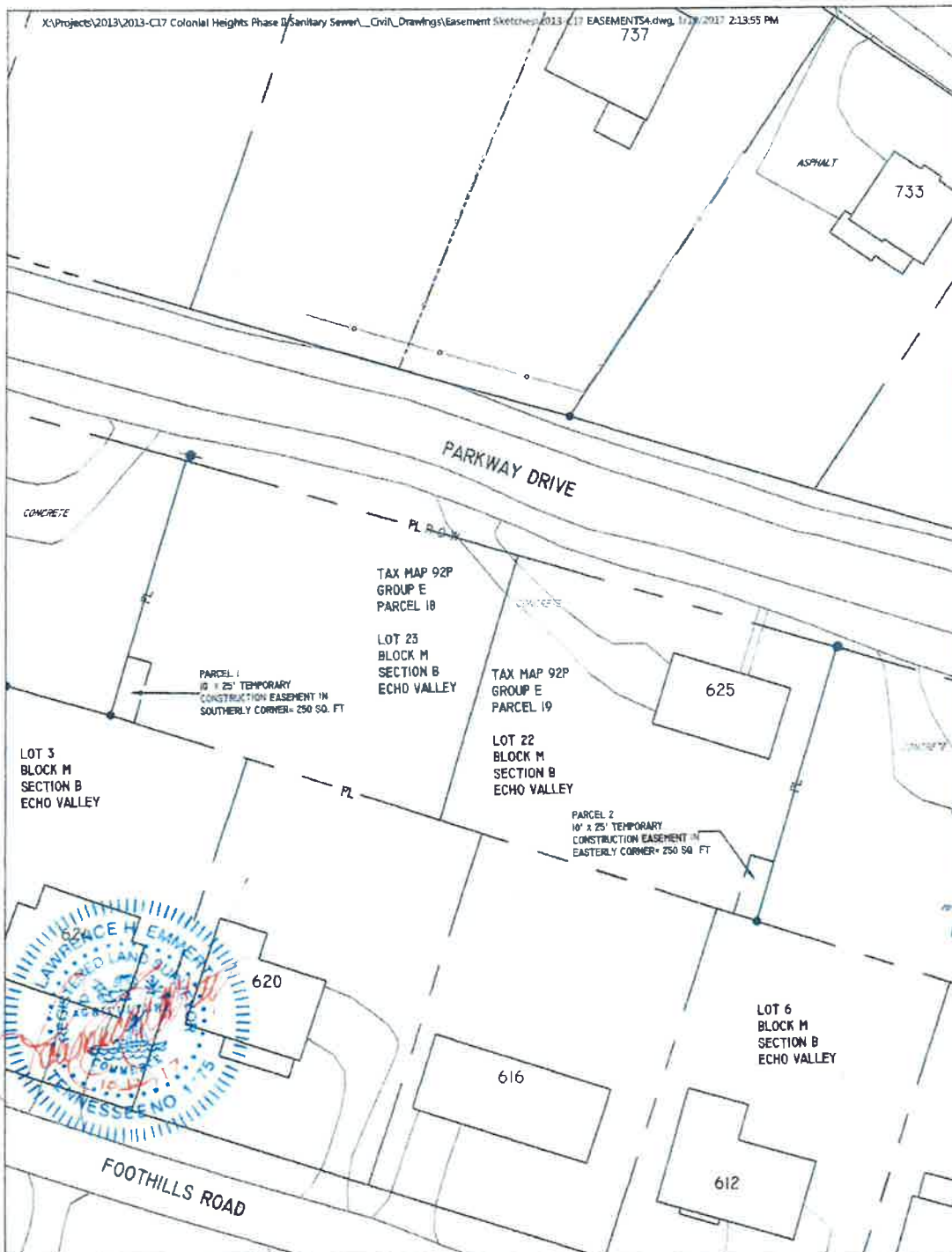
This project will be funded under #SW1512.

Attachment:

1. Project Location Map

Funding source appropriate and funds are available: 

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



ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)

TEMPORARY CONSTRUCTION ACCESS EASEMENTS
ACROSS
LOTS 22 & 23, BLOCK M, SECTION B, ECHO VALLEY
LOCATED IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE

LAWRENCE H. EMMERT, REGISTERED LAND SURVEYOR TENNESSEE NO. 1475
OFFICE OF CITY ENGINEER
DATE: 1-10-17

N-2588

KINGSPORT, TN
SCALE: 1"=50'