



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

Tuesday, January 17, 2017, 4:00 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

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

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

1. Call to Order
2. Roll Call
3. Water/Sewer/Stormwater Update – Ryan McReynolds
- Added 4. Comprehensive Annual Financial Report/Audit – Jim Demming/Lisa Winkle
5. Projects Status – Jeff Fleming
6. Review of Items on January 17, 2017 Business Meeting Agenda
7. Adjourn

Next Work Session, February 6, 2017: Audit, Sales Tax, Wellness Center & Safety, Sevier Terrace Update; 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.

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	12/20/2017	Crews are installing tunnel machine. Tunneling to begin 1/9/17.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Hazen and Sawyer agreement for design 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 received 12/15/2016 for revised alignment. Under review by staff.
\$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Sewer is substantially complete. Crews installing water line on Beechwood Dr. Cleanup and paving underway.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/14/2017	Construction window revised to start March 11 due to a large event.
\$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/WA1502	1/28/2017	Sewer line is substantially complete. Crews working on cleanup and paving.
\$1,926,364.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contract was approved by BMA on 12/20. Budget ordinance to be approved in January. Construction to start in Feb/March 2017.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Crews testing on Double Springs line. Crews installing line on Pond Springs Road.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Consultant services contract scheduled for 1/17/17 BMA meeting.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/WA1703/S T1708	7/15/2017	Wall framing underway.
\$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 relocations underway. Main Street lane closures to be scheduled soon.
\$1,220,000.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS			Bids for project will opened on January 24, 2017.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$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.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Meeting with designer on 1/13/17 to discuss project status and land acquisition.
\$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	Plans submitted and awaiting TDOT review.
\$631,700.00	Ronnie Hammonds	Elsa, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Plans and bid book sent to TDOT for review and approval to advertise for bid.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	Work on Woodhaven/Havenmore is complete. Current work is sanitary sewer on Kendrick Creek Road.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/30/2017	Second reading of required budget ordinance on BMA agenda 1/17/17.
\$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	1/13/17 update request revealed TDOT needed additional information but had not requested it. All requested additional data has been submitted.
\$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 Elsa	Elsa, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Utility contact letters sent out on 12/5/16 for utility companies to review plans.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	Pre-construction meeting scheduled 1/9/17.
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	2/14/2017	Construction started Jan. 3, should be completed by the end of January.
\$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.
\$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	2/17/2017	Building shell complete. Awaiting overhead door delv. and sewer drain connection.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	6/30/2017	Agreements related to donation of property scheduled for 1/17/17 BMA meeting.
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	2/3/2017	The new barge is operational. Work on the dock is underway using old barge as a work platform.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$65,160.00	Lewis Bausell	Mason, David	Landscape Enhancements for Wilcox/I-26 Gateway	GP1706	2/1/2017	Underway.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	Survey complete. Finalizing design, easement, and permits.
\$48,967.00	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542	1/20/2017	Building is complete and accepted for use. Final site grading pending weather conditions.
		Mason, David	Riverbend Park	GP1512		Interviews with potential designers scheduled 1/11/17.
		Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	In design.
		Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	4/1/2017	Preliminary drawings have been submitted for review.
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Meeting with residents.
	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.

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, January 17, 2017, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Richard Dice, Christ Church, Kingsport

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

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

IV.B APPOINTMENTS

1. Approve the Reappointments for the Senior Center Advisory Council (AF: 04-2017) (Mayor Clark)
 - Reappointments
2. Reappointments to the Beverage Board (AF: 13-2017) (Mayor Clark)
 - Reappointments
3. Appointment to the Kingsport Economic Development Board (AF: 14-2017) (Mayor Clark)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – December 19, 2016
2. Business Meeting – December 20, 2016

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Vacate Unimproved Right-of-Way Located off Mellon Street (AF: 08-2017) (Jessica Harmon)
 - Public Hearing
 - Ordinance – First Reading
2. Public Hearing for Annexation Annual Plan of Services Report (AF: 07-2017) (Nathan Woods)
 - Public Hearing

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Accept and Appropriate Donations for Commissioned Artwork for the Children's Area at the Library (AF: 01-2017) (Chris McCartt)
 - Resolution
 - Ordinance – First Reading
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)
 - Resolution
 - Ordinance – First Reading

- ~~Withdrawn~~ 3. ~~Approve the Supplemental Agreement for Training Incentive Program for Telecommunicators (AF: 16-2017) (David Quillin)~~
- ~~• Resolution~~
 - ~~• Ordinance – First Reading~~
4. Amend the FY 2017 General Purpose School Fund and the General Project Fund Budgets (AF: 17-2017) (David Frye)
- Ordinance – First Reading
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)
- Resolution
 - Ordinance – First Reading
6. Budget Adjustment Ordinance for FY17 (AF: 09-2017) (Jeff Fleming)
- Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Award Contract for Enterprise Place Roadway Improvements (AF: 319-2016) (Ryan McReynolds)
- Ordinance – **Second Reading and Final Adoption**
2. Award Contract and Appropriate Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase IV Project (AF: 337-2016) (Ryan McReynolds)
- Ordinance – **Second Reading and Final Adoption**
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)
- Ordinance - **Second Reading and Final Adoption**
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)
- Ordinance - **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Professional Services Agreement for Main Street Redevelopment (AF: 10-2017) (Ryan McReynolds)
- Resolution
2. Enter into an Agreement for Riverport Road and Bays Mountain Park Road Stabilization (AF: 11-2017) (Ryan McReynolds)
- Resolution

3. Enter into 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)
 - Resolution
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)
 - Resolution
5. Authorizing 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)
 - Resolution
6. Authorizing the Mayor to Sign Easements and All Associated Documents to Finalize the Donation of Property at Reedy Creek Terrace (AF: 20-2017) (Ryan McReynolds)
 - Resolution
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)
 - Resolution
- Added 8. Acceptance of FY2016 Comprehensive Annual Financial Report (AF: 22-2017) (Jim Demming, Vice Mayor McIntire)
 - Accept CAFR

VII. CONSENT AGENDA

1. Approval of Easements and Rights-of-Way (AF: 03-2017) (Ryan McReynolds)
 - Approve Offers
2. Approval of Easements and Right-of-Way Acquisition (AF: 12-2017) (Ryan McReynolds)
 - Approve 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

Approve the Reappointments for the Senior Center Advisory Council

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

Action Form No.: AF-04-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Shirley Buchanan
Presentation By: Mayor Clark

Recommendation:

Approve the reappointments for Frances Cottrell, Mary Porter, Pat Breeding, and Brenda Cunningham to the Senior Center Advisory Council to serve an additional two year term.

Executive Summary:

Frances Cottrell, Mary Porter, Pat Breeding, and Brenda Cunningham have agreed to serve an additional two-year term, if approved by the Board of Mayor and Alderman. Their term is to be retroactive to January 1, 2017 and will expire January 1, 2019.

Attachments:

None

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Reappointments to the Beverage Board

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

Action Form No.: AF-13-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Angie Marshall
Presentation By: Mayor Clark

Recommendation:

Approve reappointments.

Executive Summary:

It is requested that the Board of Mayor and Aldermen consider the reappointments of Dave Light and William Bovender to the Beverage Board. Both Mr. Light and Mr. Bovender have agreed to three-year term. If approved by the Board of Mayor and Aldermen, these three-year terms will be effective immediately and will expire January 31, 2020.

Attachments:

None

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



AGENDA ACTION FORM

Appointment to the Kingsport Economic Development Board

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

Action Form No.: AF-14-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Mayor Clark
Presentation By: Mayor Clark

Recommendation:
Approve appointment.

Executive Summary:

It is requested that the Board of Mayor and Aldermen consider the appointment of Craig S. Denison to the Kingsport Economic Development Board to fulfill the unexpired term of Keith Wilson. If approved by the Board of Mayor and Aldermen, this appointment will take effect immediately and will expire January 1, 2023.

Attachments:

- 1. Resume

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

Craig S. Denison

1805 Birchwood Road • Kingsport, TN 37660 • (423) 383-1128 • csdenison@charter.net

EDUCATION AND CERTIFICATIONS

University of Tennessee, Knoxville
BS in Business Administration, June 1982
Major: Marketing
Minor: Economics

General Securities License, June 1984
Series 7
Series 63

Banking Designations:

Completed The Darden/SNL Executive Program in Bank Financial Leadership

Completed the following TBA courses:

Consumer Lending, Commercial Lending, Professional Lending I & II and
General Cash Flow

Completed the following NCBA course:

Banking Strategies for Senior Management

Internal Bank of Tennessee Trainer for Cash Management and Account Analysis

Completed the Pal's Business Excellence Institutes "Achieving World Class Results" course in Spring 2013 and began Process Improvement initiatives along with the creation of my market's mission statement.

WORK EXPERIENCE

Bank of Tennessee, Kingsport, TN

March 1998 - Present

Market President/Executive Vice President:

October 2006 – Present

Responsible for all banking activities within the greater Kingsport marketplace, which includes Retail, Commercial and Professional banking. Responsibilities also include being the "face" of the bank throughout the community.

Investment Services Manager:

January 2001 – Present

Responsible for the coordination of sales, planning and budgeting of our Series 7 Financial Consultants within the entire banking network.

Private Banking Division Leader/Executive Vice President:

January 2001 – October 2006

Responsible for the management, growth, planning and budgeting for this division. This division concentrated within the medical, law, accounting, dental and other professional areas in delivering financial solutions both for personal and business needs.

Senior Relationship Manager/Senior Vice President

March 1998 – January 2001

Responsible for marketing the bank's financial solutions to the Private Banking marketplace.

First American National Bank, Kingsport, TN **February 1994 - March 1998**

Senior Relationship Manager/Senior Vice President
Responsible for marketing the bank's financial solutions to the Private Banking marketplace.

Eastman Chemicals Company, Kingsport, TN **January 1992 – January 1994**

Market Manager/U S Plastics Sales/Performance Plastics
Responsible for the sales of cellulosic, polyester and polypropylene plastics products within the applications of the Performance Plastics division in the Tennessee, Georgia and lower Kentucky geographic area.

First American National Bank, Kingsport, TN **May 1985 – December 1991**

Relationship Manager/Vice President **July 1988 – January 1992**
Responsible for marketing the bank's financial solutions to the Private Banking marketplace.

Financial Consultant **May 1985 – June 1988**
Responsible for providing investment solutions to the bank's customers utilizing the various products and services available to a Series 7 registered consultant.

VOLUNTEER ACTIVITIES

United Way of Greater Kingsport **Dec. 2013 – Jan. 2017**

Board President 2016
Chairman of the 2015 Campaign
Vice Chairman of the 2014 Campaign

Institutional Review Board, Wellmont Health Systems **2004 - Present**

I am one of 3 non-clinical members of this board. The IRB manages the approval and updates of all medical studies that do not have current FDA approvals. The main areas of study are focused within the Oncology and Cardiology segments, concentrating on patient safety and disclosure.

Kingsport Chamber of Commerce

Executive Committee/Assistant Treasurer **January 2017**
General Board Member **2012 - 2014**
Legislative Affairs Committee Member **2010 – Present**

Indian Path Medical Center, Kingsport, TN **July 2008 – June 2014**

Chairman of the Board **July 2011 – June 2013**

Blue Ridge Medical Management

Chairman of the Board

Kingsport Ballet:

Small Miracles Therapeutic Horseback Riding:

July 2002 – June 2008

July 2004 – June 2007

Past Board Member

Initial Board Chairman

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, December 19, 2016, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark	
Vice-Mayor Mike McIntire	Alderman Tommy Olterman
Alderman Darrell Duncan	Alderman Tom C. Parham
Alderman Colette George	Alderman Tom Segelhorst

(arrived right after roll call; left at 6:05 pm)

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Comptroller/Deputy City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **KEEP KINGSFORT BEAUTIFUL UPDATE.** Robin Cleary gave a presentation on this item. Mayo Clark thanked her on behalf of the BMA.
4. **NETWORKS UPDATE.** Clay Walker presented this item to the board. Mayor Clark commended him and his team for their efforts.
5. **LEGISLATIVE PACKET.** City Manager Fleming provided details on this item and answered questions from the board.
6. **SALES TAX, WELLNES CLINIC, SAFETY & PROJECTS STATUS.** City Manager Fleming gave an update on each of these items.
7. **REVIEW OF AGENDA ITEMS ON THE DECEMBER 20, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.
 - VI.B.2 **Award Contract and Appropriate Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase IV Project** (AF: 337-2016). City Manager Fleming gave details on this item. There was some discussion.
 - VI.B.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). Assistant Fire Chief Scott Boyd gave a presentation on this item. Disucssion followed.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, December 19, 2016

VI.D.5 Adopt the Redevelopment Plan and Tax Increment Financing Amendment for the Riverbend Redevelopment District - The Blake at Riverbend Project Area (AF: 331-2016). Development Services Manager Lynn Tully presented this item. Dan Elkin and Andy Yarbrough also provided details in support of this project. There was considerable discussion. City Manager Fleming thanked everyone for sticking with it and the mayor thanked them for their investment.

VI.D.9 Authorize the Industrial Development Board of the City of Kingsport, Tennessee, to Negotiate and Accept from Clark & Company or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to a New Professional Office Location in the City of Kingsport, Tennessee (AF: 339-2016). Development Services Manager Lynn Tully gave details on this item, noting it only authorizes the KEDB to offer the PILOT agreement.

VI.D.11 Authorize the Industrial Development Board of the City of Kingsport, Tennessee, to Negotiate and Accept from Hull Property Group or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to Retail Shopping Facilities Known as the Kingsport Town Center in the City of Kingsport, Tennessee (AF: 332-2016). Development Services Manager Lynn Tully provided information on this item, pointing out the result would serve to stabilize the mall with renovations and replacement of the operator for entertainment. City Manager Fleming noted this company is known for buying malls when everyone else is avoiding such, resulting in the development of a special skillset and strategy.

Alderman Segelhorst asked for an update on Sevier Terrace. Development Services Manager Lynn Tully and City Attorney Mike Billingsley responded. He also inquired about a public dump on Stonegate Road. Lynn Tully stated they are aware of the issue and discussed strategies to address it. City Manager Fleming commented on code enforcement issues, thanking Lynn Tully, Melanie Adkins, Mike Bilingsley, public works and the police department.

Ms. Mary McNabb commented on the Christmas dinner at the Senior Center. Ms. Jeannie Bourne asked about the Sullivan County Commission meeting to which City Manager Fleming responded.

8. 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, December 20, 2016, 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

Lisa Winkle, Deputy City Recorder/Comptroller

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

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

II.B. **INVOCATION:** Pastor Bryan Moore, Fordtown Baptist Church.

III. **ROLL CALL:** By Deputy City Recorder, Lisa Winkle. All Present.

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

1. Recognition of Bobby Harmon (Alderman Segelhorst).
2. Above and Beyond – Kingsport Fire Department (Chief Dye).
3. Jaycees/Debbie Waggoner – Nativity Restoration (Alderman Duncan).

IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.

V. **APPROVAL OF MINUTES.**

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

- A. December 5, 2016 Regular Work Session
- B. December 6, 2016 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

1. **Public Hearing for Annexation Annual Plan of Services Report**
(AF: 329-2016) (Jessica Harmon). City Planner Jessica Harmon gave a brief presentation on this item.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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PUBLIC COMMENT ON ITEM VI.A.1. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Award Contract for Enterprise Place Roadway Improvements
(AF: 319-2016) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

Resolution No. 2017-113, A RESOLUTION AWARDDING THE BID FOR ENTERPRISE PLACE ROADWAY IMPROVEMENTS TO KING GENERAL CONTRACTOR AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

Motion/Second: McIntire/George, to pass:

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 THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present 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/Parham, to pass:

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 first reading: All present voting "aye."

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-114, A RESOLUTION AWARDDING THE BID FOR SANITARY SEWER FACILITIES AND WATERLINE UPGRADES – COLONIAL HEIGHTS PHASE IV PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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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: Segelhorst/Duncan, to pass:

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 first reading: All present 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: McIntire/Segelhorst, to pass:

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 first reading: All present voting "aye."

Motion/Second: McIntire/George, to amend:

Motion/Second: Segelhorst/Olterman, to pass as amended:

Resolution No. 2017-115, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY, TENNESSEE AND THE KINGSFORT LIFE SAVING CREW, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

Passed: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Annex/Adopt Plan of Service for the 1392 Ridgecrest Avenue Annexation and Amend Zoning (AF: 294-2016) (Jessica Harmon).

Motion/Second: McIntire/Segelhorst, to pass:

ORDINANCE NO. 6628, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON RIDGECREST AVENUE FROM COUNTY R-3A, HIGH DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, LOW DENSITY RESIDENTIAL DISTRICT 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

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

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2. Execute an Agreement with Bloomingdale Utility District for the Installation of Waterlines for the Rolling Drive Annexation and Provide Funding (AF: 310-2016) (Ryan McReynolds).

Motion/Second: Parham/Duncan, to pass:

ORDINANCE NO. 6629, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROLLING DRIVE 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. Accept \$1,000 Donation from GRC & Cain Rash West to the Kingsport Public Library and Appropriate Funds (AF: 312-2016) (Morris Baker).

Motion/Second: George/Olterman, to pass:

ORDINANCE NO. 6630, AN ORDINANCE TO AMEND THE GENERAL PROJECT SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATIONS RECEIVED 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. Appropriate Funds from FM Global (AF: 313-2016) (Craig Dye).

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 6631, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM FM GLOBAL 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."

5. Amend the City of Kingsport Code of Ordinances and Resolution 2013-079 Pertaining to Stormwater Management (AF: 311-2016) (Ryan McReynolds).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6632, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTIONS 38-85 THROUGH 38-350 PERTAINING TO THE PROVISION OF STORMWATER MANAGEMENT FOR THE CITY OF KINGSPORT; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY OF THIS ORDINANCE; 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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6. Budget Adjustment Ordinance for FY17 (AF: 316-2016)
(Jeff Fleming).

Motion/Second: Duncan/Segelhorst, to pass:

ORDINANCE NO. 6633, AN ORDINANCE TO AMEND VARIOUS PROJECTS 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."

7. Amend FY17 General Purpose School Fund Budget
(AF: 322-2016) (David Frye).

Motion/Second: Segelhorst/Olterman, to pass:

ORDINANCE NO. 6634, AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Execute Agreements with the Department of the Army for Water and Sewer Line Easements (AF: 317-2016) (Ryan McReynolds).

Motion/Second: George/Olterman, to pass:

Resolution No. 2017-116, A RESOLUTION APPROVING THE AGREEMENTS WITH THE DEPARTMENT OF THE ARMY FOR WATER AND SEWER LINE EASEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUTATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

2. Execute Agreements with CSX Transportation, Inc. for Sewer Line Easements (AF: 328-2016) (Ryan McReynolds)

Motion/Second: McIntire/Duncan, to pass:

Resolution No. 2017-117, A RESOLUTION APPROVING THREE AGREEMENTS WITH CSX TRANSPORTATION, INC. FOR THREE SEWER LINE EASEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUTATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

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3. Amend Agreement with Cartegraph Systems, Inc.
(AF: 327-2016) (Ryan McReynolds).

Motion/Second: Parham/Duncan, to pass:

Resolution No. 2017-118, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CARTEGRAPH SYSTEMS, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

4. Approve Change Order No. 1 with Goins Rash Cain, Inc. for the MeadowView Conference Center Renovations (AF: 334-2016) (Chris McCartt).

Motion/Second: McIntire/George, to pass:

Resolution No. 2017-119, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH GOINSRASHCAIN, INC. FOR THE MEADOWVIEW CONFERENCE CENTER RENOVATIONS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

5. Adopt the Redevelopment Plan and Tax Increment Financing Amendment for the Riverbend Redevelopment District - The Blake at Riverbend Project Area (AF: 331-2016) (Lynn Tully).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-120, A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AND TAX INCREMENT FINANCING AMENDMENT FOR THE RIVERBEND REDEVELOPMENT DISTRICT FOR THE BLAKE AT RIVERBEND PROJECT AREA

Passed: All present voting "aye."

6. Approve an Agreement with Source Technologies, LLC for Odor and Corrosion Control at Sewer Lift Stations (AF: 336-2016) (Ryan McReynolds).

Motion/Second: Segelhorst/Duncan, to pass:

Resolution No. 2017-121, A RESOLUTION APPROVING RENEWAL OF AN AGREEMENT WITH SOURCE TECHNOLOGIES, LLC. FOR ODOR AND CORROSION CONTROL AT SEWER LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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7. Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds on Behalf of the Kingsport MTPO (AF: 338-2016) (Bill Albright).

Motion/Second: McIntire/Duncan, to pass:

Resolution No. 2017-122, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5303 PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

Passed: All present voting "aye."

8. Approve an Amendment to the Permanent Easement Agreement with Kingsport Hotel, LLC (AF: 325-2016) (Chris McCartt).

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2017-123, A RESOLUTION APPROVING AN AMENDMENT TO THE PERMANENT EASEMENT AGREEMENT WITH KINGSPORT HOTEL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENT NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT TO THE AGREEMENT

Passed: All present voting "aye."

9. Authorize the Industrial Development Board of the City of Kingsport, Tennessee, to Negotiate and Accept from Clark & Company or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to a New Professional Office Location in the City of Kingsport, Tennessee (AF: 339-2016) (Lynn Tully).

Motion/Second: Olterman/McIntire, to pass:

Resolution No. 2017-124, A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM CLARK AND COMPANY OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO OFFICE HEADQUARTERS FACILITIES 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

Passed: All present voting "aye."

10. Approve the Contract with Parsons Brinckerhoff for A&E Services for the KATS Transit Center Project and Ratify the Mayor's Signature (AF: 168-2016) (Chris McCartt).

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Motion/Second: Segelhorst/Duncan, to pass:

Resolution No. 2017-125, A RESOLUTION APPROVING AN AGREEMENT WITH PARSONS BRINCKERHOFF FOR DESIGN SERVICES FOR THE KINGSPORT AREA TRANSIT CENTER; RATIFYING THE MAYOR'S SIGNATURE; 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."

11. Authorize the Industrial Development Board of the City of Kingsport, Tennessee, to Negotiate and Accept from Hull Property Group or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to Retail Shopping Facilities Known as the Kingsport Town Center in the City of Kingsport, Tennessee (AF: 332-2016) (Lynn Tully).

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2017-126, A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM HULL PROPERTY GROUP OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO RETAIL SHOPPING FACILITIES KNOWN AS THE KINGSPORT TOWN CENTER 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

Passed: All present voting "aye."

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

Motion/Second: McIntire/Duncan, to adopt:

1. Apply for a Partnership Grant from the Tennessee Arts Commission (AF: 335-2016) (Chris McCartt).

Resolution No. 2017-027, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A PARTNERSHIP GRANT FROM THE TENNESSEE ARTS COMMISSION

Passed: All present voting "aye."

2. Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF: 330-2016) (Jim Demming).

APPROVE ISSUANCE OF CERTIFICATES OF COMPLIANCE FOR BUSINESSES TO SELL RETAIL ALCOHOLIC BEVERAGES

Passed: All present voting "aye."

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3. Consideration of the 2017 Joint Tri-Cities Legislative Agenda
(AF: 340-2016) (Jeff Fleming).

ADOPT THE 2017 TRI-CITIES LEGISLATIVE AGENDA

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming thanked the board for allowing him to do the job that he loves, stating he enjoys working with everyone. He further stated he was looking forward to ringing in the new year and celebrating the city's centennial on December 31.

B. MAYOR AND BOARD MEMBERS. Alderman Olterman expressed his appreciation to those watching and staying tuned in to city business. He wished everyone a Merry Christmas and Happy New Year. Alderman George encouraged everyone to take this time to appreciate their family, stating she was blessed to live in this community. Vice-Mayor McIntire commented on the 100 year anniversary of St. Paul Episcopal Church. He also stated he was able to be a part of receiving a check for a half a million dollars from the Tennessee Housing Authority to Eastern Eight who will be doing some demolition along Center Street and putting up twelve new homes. Lastly he wished everyone a blessed Christmas and a happy and healthy new year. Alderman Duncan congratulated Alderman George for moving in to her new office, stating he appreciated her investment in downtown. He invited everyone to downtown New Year's Eve/Centennial celebration. He also wished everyone a Merry Christmas, stating it's been a pleasure to serve this year and he looks forward to next year. Alderman Segelhorst recognized the special groups represented at the meeting tonight. He thanked and listed the three companies who have chosen to do business in Kingsport from the agenda. He wished everyone a safe holiday season. Alderman Parham wished everyone a Merry Christmas and Happy New Year. Mayor Clark recapped events over the last year in education, housing, job creation, and marketing of the city. He pointed out the city is poised to have an even better year in 2017.

C. VISITORS. A citizen commented on road conditions.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:13 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



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	Final Adoption:	February 7, 2017
Work Session:	January 17, 2017	Staff Work By:	Jessica Harmon
First Reading:	January 17, 2017	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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, 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 Melbon 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 Jr 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	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.

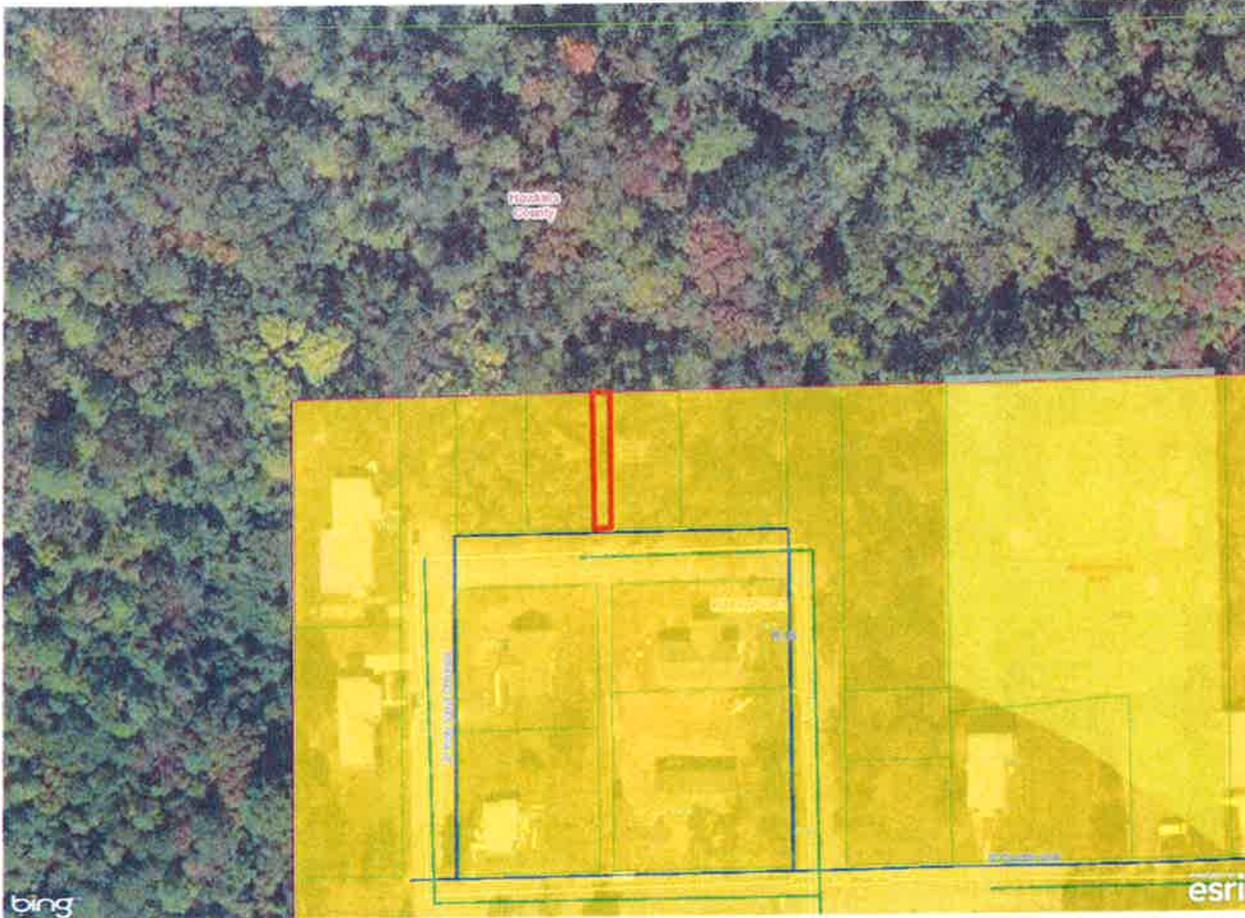
The area requested to be vacated is approximately 98 feet in length and 12 feet in width. It is a platted alleyway that was never developed. No utilities are located within this area and this area does not serve as frontage for any other lots.

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.

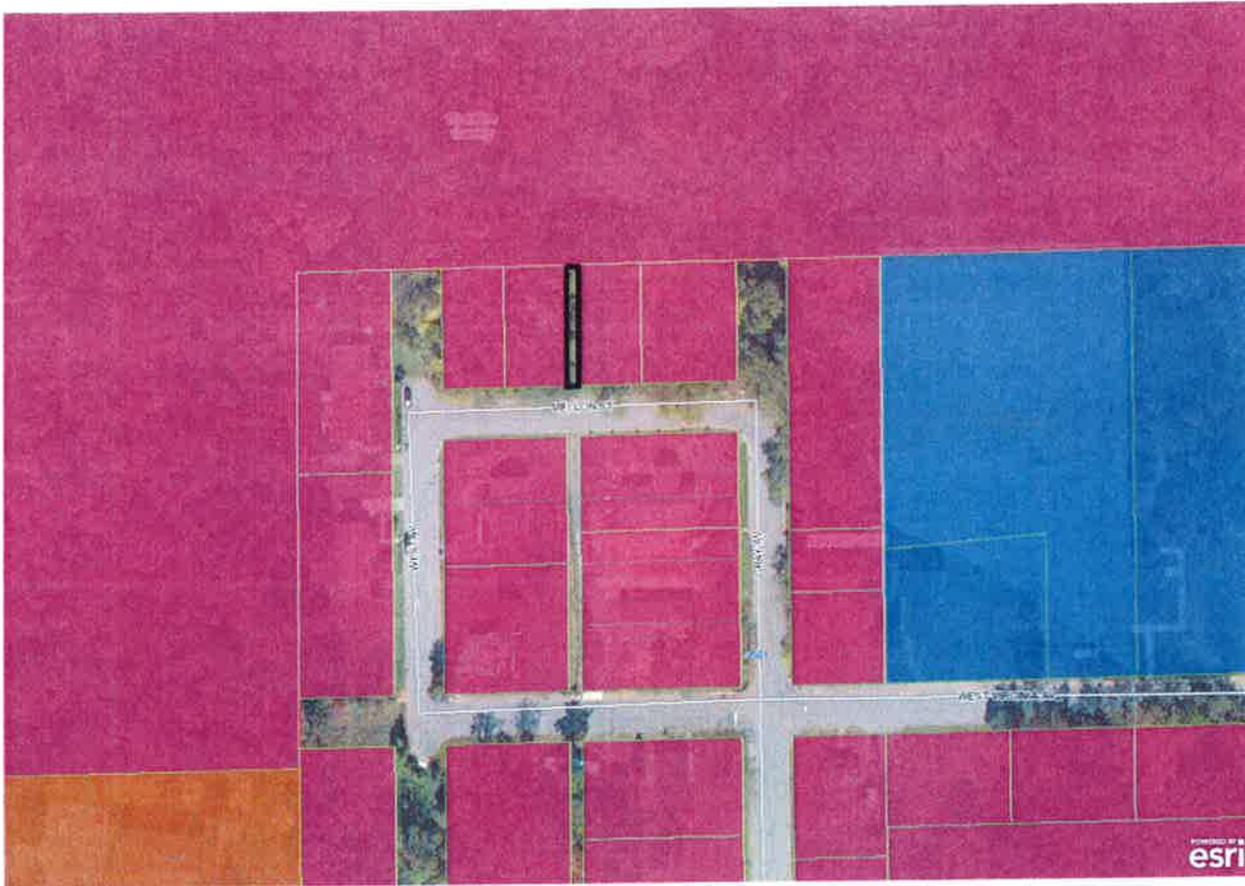
Location Map



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

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-07-2017
 Work Session: January 17, 2017
 First Reading: N/A
 Final Adoption: January 17, 2017
 Staff Work By: N. Woods
 Presentation By: N. Woods

Recommendation:

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

John B. Dennis – Ordinance 6244 - Annual Update
 Westbrook Drive Annex – Res.No. 2016 – 168 – 6 Month Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published January 1, 2017.

Attachments:

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

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

**JANUARY 2015 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 6244 AND RESOLUTION NUMBER: 2016-168-6**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
John B. Dennis Annex Ordinance No. 6224	08/10/2012	Water Service Street Lighting	1/31/2017 Complete	Under Contruction. Complete
Westbrook Drive Annex	07/07/2016	Water Service Street Lighting	Complete Complete	Complete Complete

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—January, on the following annexation areas at its January 17, 2017 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: John B. Dennis, Ord. No. 6224

Effective Date: 8/10/12

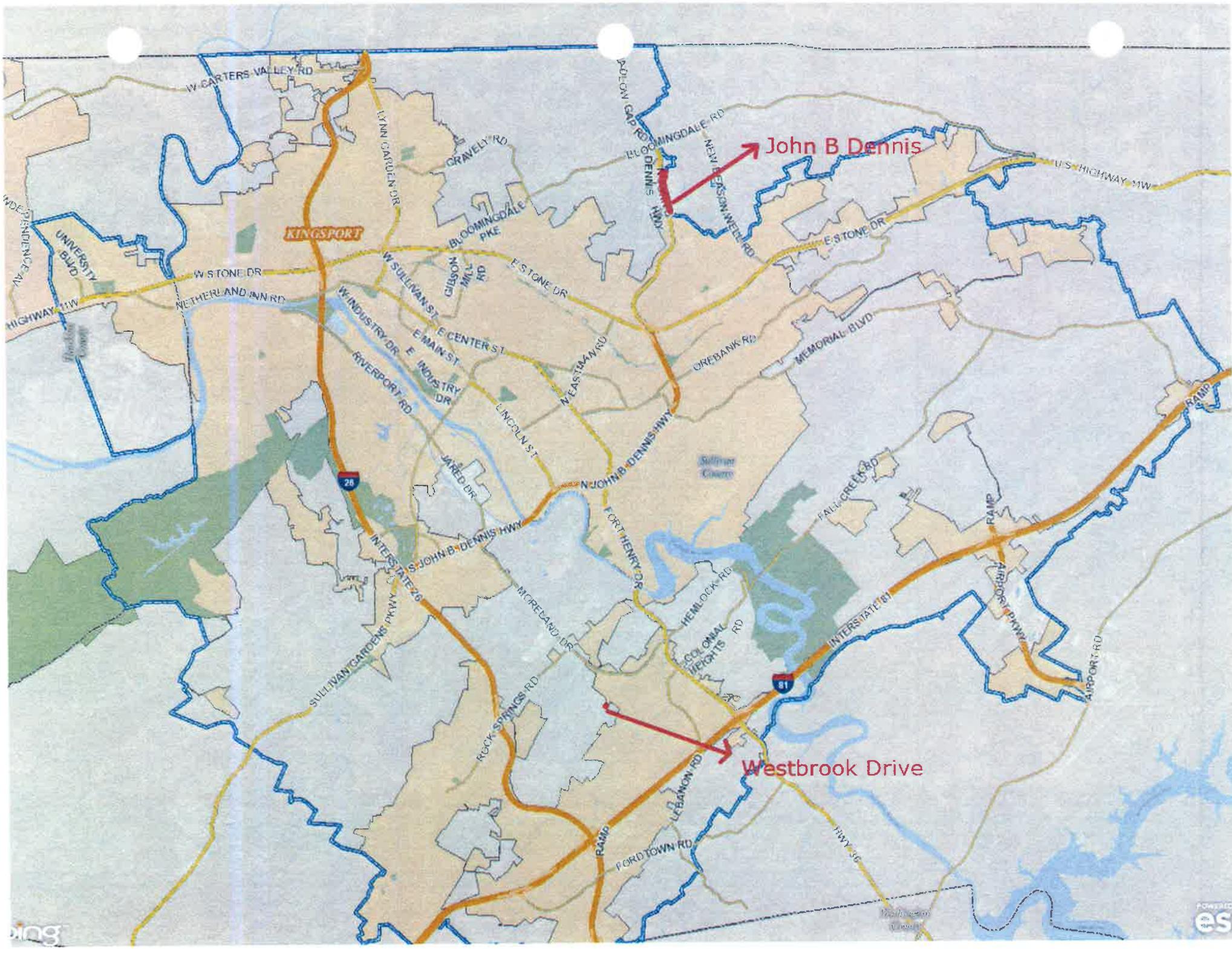
POS, deadline: Water & Street Lighting, 8/10/17

Annexation Area: Westbrook Drive Annexation, Res. No. 2016-168

Effective Date: 7/7/2016

POS, deadline: 6 month update

City of Kingsport
Angie Marshall, Finance Dept.
P1T: 01/01/2017



John B Dennis

Westbrook Drive

KINGSPORT

INTERSTATE 26

INTERSTATE 75

2017 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR JANUARY 2017

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

All items in yellow are up for their annual update

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

Emory Church	6202	July 6, 2012	Completed	Completed	Completed
12-301-00003					
Grandview	6204	July 6, 2012	Completed	Completed	Completed
11-301-00023			Under Const. By BUD		
JB Dennis	6224	Aug 10, 2012	January 31, 2017	Completed	Completed
12-301-00006					
Colonial Heights Area 7 Part A	6238	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed
12-301-00007					
Colonial Heights Area 7 Part B	6240	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed
12-301-00008			December 2, 2017	December 2, 2017	
Colonial Heights Area 7 Part C	6254	Dec 7, 2012	Design in Progress	Design in Progress	Completed
12-301-00009			December 2, 2017	December 2, 2017	
Colonial Heights Area 7 Part D	6256	Dec 7, 2012	Design in Progress	Design in Progress	Completed
12-301-00010			December 2 2017	December 2, 2017	
Colonial Heights Area 7 Part E	6265	Dec 21, 2012	Design in Progress	Design in Progress	Completed
2014 Annexations					
13-301-00012					
Diana Rd 2 Annexation	6393	June 6, 2014	Completed	June 6, 2019	Completed
14-301-00007					
Ridgecrest Annexation	6437	November 7, 2014	Completed	November 7, 2019	Completed
2015 Annexations					
14-301-00009					
Ridgecrest 2 Annexation	6470	May 7, 2015	Completed	May 7, 2020	Completed
15-301-00003					
Bays Mountain Park Rd Annexation	2016-015	September 4, 2015	Completed	Completed	Completed
15-301-00004					
O'Neill Annexation	2016-016	November 20, 2015	Completed	Completed	Completed
2016 Annexations					
16-301-0001					
Westbrook Drive Annexation	2016-168	July 7, 2016	Completed	Completed	Completed
16-301-00002					
Camp Bays Mountain Annexation	2017-024	October 7, 2016	October 7, 2021	October 7, 2021	Completed
16-301-00003					
4308 Grey Fox Drive	2017-034	November 5, 2016	Completed	November 5, 2021	Completed
16-301-0004					
1392 Ridgecrest Avenue Annexation	2017-102	January 20, 2016	Completed	Completed	Completed

* All Annexation Plans of Services include Police & Fire Services, Electric Services, Solid Waste Disposal, Zoning Services , Recreational Facilities, Street Maintenance and City Schools.
These services are established upon the effective date of the annexation*



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 *JF*

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: *JF*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Oiterman	—	—	—
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>
Fund 111: General Project-Special Rev. Fund			
Children's Artwork project (NC1706)			
Revenues:	\$	\$	\$
111-0000-364-1000 From Individuals	0	1,000	1,000
111-0000-364-3000 From Non-Profit	0	6,860	6,860
Totals:	0	7,860	7,860
Expenditures:			
111-0000-601-3020 Operating Supplies & Tools	0	7,860	7,860
Totals:	0	7,860	7,860

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 *OK*

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	—	—	—

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>
<u>Fund 111: General Project-Special Rev. Fund</u>			
<u>Senior Center Mobile Technology (NC1707)</u>			
<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	—	—	—

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>
Fund 141: School Fund			
Revenues:	\$	\$	\$
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>
Expenditures:			
	\$	\$	\$
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)

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

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

Sullivan North Renovations (GP1733)

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

Expenditures:		\$	\$	\$
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 *JA*

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: *JA*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE 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			
<u>E S Common Greenbelt PH2 (GP1621)</u>			
Revenues:			
	\$	\$	\$
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
Expenditures:			
	\$	\$	\$
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:

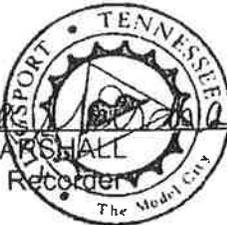
SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply 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	End Date	Agency Tracking #	Edison ID		
January 15, 2017	January 14, 2019	32701-02819	50632		
Grantee Legal Entity Name				Edison Vendor ID	
CITY OF KINGSPORT				0000001562	
Subrecipient or Contractor		CFDA # 20.219			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		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)		Account Code (optional)			
Appropriation Code (M940) for 2013, EN00018715		71302000=city			

327.03

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

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/excomp.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)	

**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 contacting 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 *df*

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: *js*

	Y	N	O
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>
Fund 311: General Project Fund			
Centennial Park (GP1533)			
Revenues:			
	\$	\$	\$
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
Totals:	223,334	(650)	222,684

Expenditures:			
	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	221,934	(650)	221,284
311-0000-601-9003 Improvements	1,400	0	1,400
Totals:	223,334	(650)	222,684

Fund 311: General Project Fund			
Centennial Park/Downtown Parks (GP1627)			
Revenues:			
	\$	\$	\$
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
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Expenditures:	\$	\$	\$
111-0000-601-2045 Training	150	1,000	1,150
111-0000-601-2055 Repairs & Maintenance	50	8,000	8,050
111-0000-601-3020 Operating Supplies & Tools	400	4,256	4,656
Totals:	600	13,256	13,856

Fund 311: General Project Fund
Fire Truck & Equipment (GP1410)

Revenues:	\$	\$	\$
311-0000-364-2000 From Corporations	14,400	(14,400)	0
311-0000-368-1047 Series 2014A GO Pub Imp	1,068,641	(65,352)	1,003,289
311-0000-368-2101 Premium From Bond Sale	117,548	0	117,548
311-0000-391-0100 From General Fund	9,223	(9,223)	0
Totals:	1,209,812	(88,975)	1,120,837

Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Expense	20,189	0	20,189
311-0000-601-9006 Purchases Over \$5,000	1,189,623	(88,975)	1,100,648
Totals:	1,209,812	(88,975)	1,120,837

Fund 311: General Project Fund
Fire Truck & Equipment (GP1719)

Revenues:	\$	\$	\$
311-0000-364-2000 From Corporations	0	14,400	14,400
311-0000-368-1047 Series 2014A GO Pub Imp	0	65,352	65,352
311-0000-368-1054 Series 2016 GO (Nov 4)	79,327	0	79,327
311-0000-368-2101 Premium From Bond Sale	6,575	0	6,575
311-0000-391-0100 From General Fund	0	9,223	9,223
Totals:	85,902	88,975	174,877

Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	902	0	902
311-0000-601-9004 Equipment	25,000	0	25,000
311-0000-601-9006 Purchases Over \$5,000	60,000	88,975	148,975
Totals:	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	40,000	0	40,000
311-0000-368-1046 Series 2013B GO Pub Imp	1,176	(1,176)	0
311-0000-368-1047 Series 2014A GO Pub Imp	271,890	(33,156)	238,734

311-0000-368-2101 Premium From Bond Sale	28,791	0	28,791
Totals:	341,857	(34,332)	307,525

Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	3,742	0	3,742
311-0000-601-9003 Improvements	338,115	(34,332)	303,783
Totals:	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	0	1,176	1,176
311-0000-368-1047 Series 2014A GO Pub Imp	0	33,156	33,156
Totals:	0	34,332	34,332

Expenditures:	\$	\$	\$
311-0000-601-9003 Improvements	0	34,332	34,332
Totals:	0	34,332	34,332

Fund 111: General Project Fund
Centennial Project (NC1613)

Revenues:	\$	\$	\$
111-0000-341-1087 Merchandise Sales	277	420	697
111-0000-341-5010 Centennial Merchandise	0	1,788	1,788
111-0000-368-9900 Miscellaneous	0	5	5
111-0000-391-0100 From General Fund	70,186	20,000	90,186
Totals:	70,463	22,213	92,676

Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	65,063	22,213	87,276
111-0000-631-1010 Salaries & Wages	4,310	0	4,310
111-0000-631-1020 Social Security	1,000	0	1,000
111-0000-631-1060 Workmen's Comp	10	0	10
111-0000-631-1061 Unemployment	80	0	80
Totals:	70,463	22,213	92,676

Expenditures:	\$	\$	\$
110-4810-481-2099 Miscellaneous	45,000	(20,000)	25,000
110-4804-481-7035 To Gen Proj-Special Rev	1,531,257	20,000	1,551,257
Totals:	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

Award Contract for Enterprise Place Roadway Improvements

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

Action Form No.: AF-319-2016
Work Session: December 19, 2016
First Reading: December 20, 2016

Final Adoption: January 17, 2017
Staff Work By: M. Thompson/J. Grieb
Presentation By: Ryan McReynolds

Recommendation:

Approve the Budget Ordinance and Resolution.

Executive Summary:

Bids were opened on November 9, 2016 for the Enterprise Place Roadway Improvements. This project consists of construction of approximately 2800 LF of sidewalk; repair, overlay and extend existing roadway; installation of stormwater culvert and other associated work. Bid Alternate #1 consists of underground conduit for street lighting and future power service. The project shall be completed within 100 days.

Funding is identified and available through this budget ordinance by reallocating funds from GP1500 to GP1611 in the amount of \$180,000.00.

City staff reviewed the bids and recommends awarding the contract including Alternate #1 to the apparent low bidder, King General Contractor, as follows:

Base Bid	\$445,192.00
Alternate #1	95,880.00
Engineering Fees 14%	75,750.00
Contingency 6%	<u>32,464.32</u>
Total Project Cost	\$649,286.32

Attachments:

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

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Award Contract for Enterprise Place Roadway Improvements

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

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Recommendation:

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Bids were opened on November 9, 2016 for the Enterprise Place Roadway Improvements. This project consists of construction of approximately 2800 LF of sidewalk; repair, overlay and extend existing roadway; installation of stormwater culvert and other associated work. Bid Alternate #1 consists of underground conduit for street lighting and future power service. The project shall be completed within 100 days.

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Alternate #1	95,880.00
Engineering Fees 14%	75,750.00
Contingency 6%	<u>32,464.32</u>
Total Project Cost	<u>\$649,286.32</u>

Attachments:

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

Funding source appropriate and funds are available: js

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

ORDINANCE NO. _____

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 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 transferring funds from the Sullivan Street Improvement Phase 2 project (GP1500) to the Enterprise Place Improvements project (GP1611) in the amount of \$180,000 for construction of 2800 LF of sidewalk; repair, overlay and extend existing roadway, underground conduit for street lighting and future power service and installation of storm-water culvert and other associated work.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Sullivan Street Improvement PH2 (GP1500)			
Revenues:			
311-0000-368-1046 Series 2013B GO Pub Imp	\$ 17,726	\$ 0	\$ 17,726
311-0000-368-1047 Series 2014A GO	1,702,557	(180,000)	1,522,557
311-0000-368-2101 Premium From Bond Sale	174,124	0	174,124
Totals:	1,894,407	(180,000)	1,714,407
Expenditures:			
311-0000-601-2023 Arch/Eng/Landscaping	219,439	0	219,439
311-0000-601-4041 Bond Sale Expense	14,968	0	14,968
311-0000-601-9001 Land	15,000	0	15,000
311-0000-601-9003 Improvements	1,645,000	(180,000)	1,465,000
Totals:	1,894,407	(180,000)	1,714,407
Fund 311: General Project Fund			
Enterprise Place Improvements (GP1611)			
Revenues:			
311-0000-368-1047 Series 2014A GO	\$ 0	\$ 180,000	\$ 180,000
311-0000-368-1051 Series 2015A (Oct) GO PI	535,551	0	535,551
311-0000-368-2101 Premium From Bond Sale	18,646		18,646
Totals:	554,197	180,000	734,197
Expenditures:			
311-0000-601-2023 Arch/Eng/Landscaping	33,000	0	33,000
311-0000-601-4041 Bond Sale Expense	10,197	0	10,197
311-0000-601-9001 Land	4,700	0	4,700
311-0000-601-9003 Improvements	506,300	180,000	686,300
Totals:	554,197	180,000	734,197

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: _____

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR ENTERPRISE PLACE ROADWAY IMPROVEMENTS TO KING GENERAL CONTRACTOR AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened November 9, 2016, for the Enterprise Place Roadway Improvements; and

WHEREAS, this project consists of construction of approximately 2,800 linear feet of sidewalk, repair, overlay and extend existing roadway; installation of stormwater culvert and other associated work;

WHEREAS, bid alternate 1 consists of underground conduit for street lighting and future power service; and

WHEREAS, the project shall be completed within 100 days; and

WHEREAS, upon review of the bids, the board finds King General Contractors is the apparent low bidder as follows: base bid \$445,192.00 and alternate 1 \$95,880.00 for a total of \$541,072.00; and

WHEREAS, funding is identified and available in GP1611.

Now therefore,

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

SECTION I. That the bid for the Enterprise Place Roadway Improvements in the amount of \$541,072.00 is awarded to King General Contractors.

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

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 20th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MINUTES
BID OPENING
November 9, 2016
4:00 P.M.**

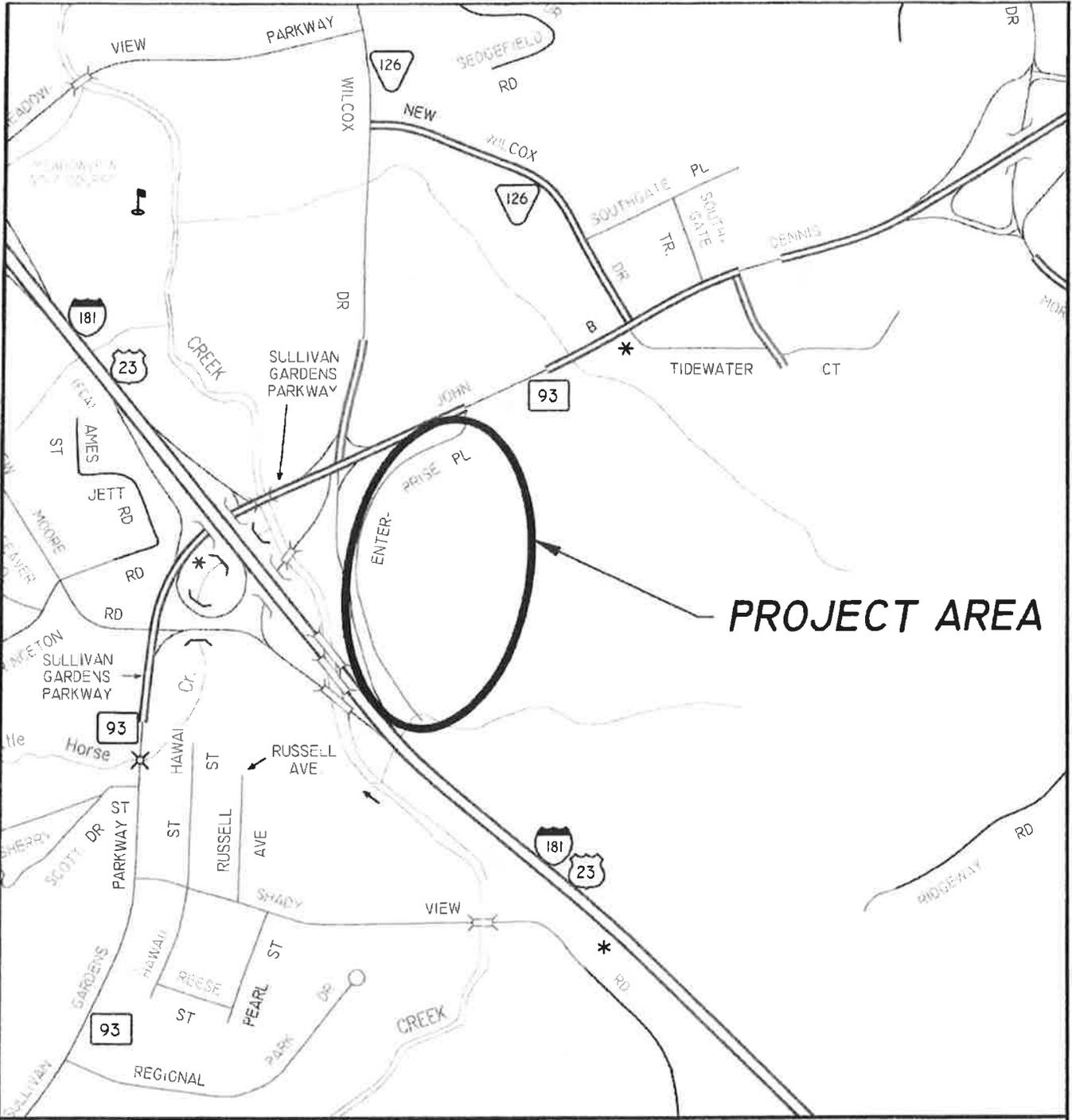
Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Hank Clabaugh, City Engineer; and Michael Thompson, Assistant Public Works Director

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

The Procurement Manager opened with the following bids:

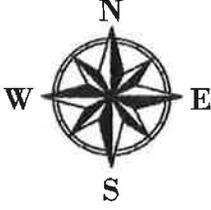
ENTERPRISE PLACE ROADWAY IMPROVEMENTS		
Vendor:	Base Bid:	Alternate #1:
Summers Taylor, Inc.	\$586,967.75	\$ 96,000.00
Thomas Construction	\$773,310.00	\$108,000.00
Baker's Construction Services	\$593,486.40	\$115,440.00
King General Contractors	\$445,192.00	\$ 95,880.00

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



PROJECT AREA

ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)



**FIGURE I - MAP LOCATION
ENTERPRISE PLACE
ROADWAY IMPROVEMENTS
CITY OF KINGSPORT, TENNESSEE**

NO SCALE

23 SEPTEMBER 2016

BID TABULATION FOR ENTERPRISE PLACE ROADWAY IMPROVEMENTS

ITEM	QUAN.	UNIT	DESCRIPTION	KING GENERAL		SUMMERS-TAYLOR		BAKER'S CONSTR. SERVICES		THOMAS CONSTRUCTION	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	EA	Project Mobilization	\$ 25,000.00	\$ 25,000.00	\$ 24,500.00	\$ 24,500.00	\$ 35,000.00	\$ 35,000.00	\$ 33,000.00	\$ 33,000.00
2	1	EA	Project Sign	\$ 895.35	\$ 895.35	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
3	1	LS	Traffic Control	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 7,961.80	\$ 7,961.80	\$ 6,000.00	\$ 6,000.00
4	1	LS	EPSC Measures	\$ 12,582.50	\$ 12,582.50	\$ 27,500.00	\$ 27,500.00	\$ 60,000.00	\$ 60,000.00	\$ 14,000.00	\$ 14,000.00
5	1	LS	Grading, Excavation, Removal of Asphalt, Concrete, Storm Piping, etc.	\$ 69,625.00	\$ 69,625.00	\$ 156,650.00	\$ 156,650.00	\$ 113,110.90	\$ 113,110.90	\$ 254,000.00	\$ 254,000.00
6	875	TON	Bituminous grading 'D' Surface - 1.5" - (PG64-22)	\$ 91.99	\$ 80,491.25	\$ 93.75	\$ 82,031.25	\$ 84.84	\$ 74,235.00	\$ 95.00	\$ 83,125.00
7	2,020	TON	Base Stone - 10" - (Type 'A' Grade 'D')	\$ 24.45	\$ 49,389.00	\$ 28.00	\$ 56,560.00	\$ 27.09	\$ 54,721.80	\$ 35.00	\$ 70,700.00
8	600	TON	Asphaltic Binder 'B-M2' - 3"	\$ 62.17	\$ 37,302.00	\$ 82.00	\$ 49,200.00	\$ 61.58	\$ 36,948.00	\$ 70.00	\$ 42,000.00
9	300	CY	Undercut	\$ 18.45	\$ 5,535.00	\$ 51.00	\$ 15,300.00	\$ 21.64	\$ 6,492.00	\$ 40.00	\$ 12,000.00
10	150	TON	Leveling Mix - 0.5" - (TDOT 307 - C Equivalent)	\$ 62.92	\$ 9,438.00	\$ 115.00	\$ 17,250.00	\$ 60.06	\$ 9,009.00	\$ 65.00	\$ 9,750.00
11	30	LF	24" RCP	\$ 78.95	\$ 2,368.50	\$ 60.00	\$ 1,800.00	\$ 55.00	\$ 1,650.00	\$ 160.00	\$ 4,800.00
12	36	LF	8' x 4' Concrete Culvert Box w/ Wing Walls	\$ 1,413.95	\$ 50,902.20	\$ 1,425.00	\$ 51,300.00	\$ 1,400.00	\$ 50,400.00	\$ 2,600.00	\$ 93,600.00
13	250	TON	Utility Backfill	\$ 24.45	\$ 6,112.50	\$ 36.00	\$ 9,000.00	\$ 29.76	\$ 7,440.00	\$ 32.00	\$ 8,000.00
14	1,000	SY	Geotextile Paving Fabric (Propex Petromat or Approved Equal)	\$ 8.48	\$ 8,480.00	\$ 7.55	\$ 7,550.00	\$ 8.40	\$ 8,400.00	\$ 9.50	\$ 9,500.00
15	60	SY	Concrete Driveway Ramp	\$ 65.45	\$ 3,927.00	\$ 65.00	\$ 3,900.00	\$ 106.09	\$ 6,365.40	\$ 110.00	\$ 6,600.00
16	36	LF	12" HDPE	\$ 45.95	\$ 1,654.20	\$ 38.00	\$ 1,368.00	\$ 60.00	\$ 2,160.00	\$ 100.00	\$ 3,600.00
<u>SIDEWALK</u>											
17	14,310	SF	Concrete Sidewalks (4")	\$ 5.45	\$ 77,989.50	\$ 5.35	\$ 76,558.50	\$ 6.75	\$ 96,592.50	\$ 8.50	\$ 121,635.00
BASE BID PROJECT TOTAL:				\$	445,192.00		586,967.75	\$	573,486.40	\$	773,310.00
<small>Bid Form had \$593,486.40</small>											
<u>BID ALTERNATE 1</u>											
18	12,000	LF	3" Schedule 40 PVC Conduit w/Pull Wire	\$ 7.99	\$ 95,880.00	\$ 8.00	\$ 96,000.00	\$ 9.62	\$ 115,440.00	\$ 9.00	\$ 108,000.00
PROJECT TOTAL WITH ALTERNATE:				\$	541,072.00	\$	682,967.75	\$	688,926.40	\$	881,310.00
<small>Bid Form had \$708,926.40</small>											



AGENDA ACTION FORM

Award Contract and Appropriate Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase IV Project

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

Action Form No.: AF-337-2016
Work Session: December 19, 2016
First Reading: December 20, 2016

Final Adoption: **January 17, 2017**
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the budget ordinance and resolution.

Executive Summary:

Bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase IV project on December 7, 2016. This project consists of construction of approximately 11,600 LF sanitary sewer infrastructure, including manholes and laterals; approximately 425 LF of waterlines, including appurtenances; approximately 350 LF of storm water line and appurtenances; and asphalt paving and associated site work. The construction shall be completed by September 15, 2017.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, East Tennessee Turf and Landscape as follows:

Base Bid.....	\$1,926,364.00
Engineering Fees 14%	285,873.00
Contingency 6%	<u>115,582.00</u>
Total Project Cost.....	\$2,327,819.00

A budget ordinance appropriating funds to WA1707 from WA1404 is requested.

The project will be funded using project numbers WA1707, SW1511, ST1709, and GP1606.

Engineering estimate for the base bid of the referenced project was \$2,349,700.00.

Attachments:

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

Funding source appropriate and funds are available: *JF*

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



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Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

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

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

SECTION I. That the Water Project Fund budget be amended by transferring \$61,565 from the Annex/Fire Hydrants project (WA1404) to the Colonial Heights Phase IV project (WA1707).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 451 Water Fund			
Annex/Fire Hydrants (WA1404)			
Revenues:	\$	\$	\$
451-0000-391-0529 Series 2013B GO Pub Imp	206,790	0	206,790
451-0000-391-4500 From Water Fund	87,612	(61,565)	26,047
451-0000-391-4600 Reserve Outside City Imp.	56,207	0	56,207
Totals:	350,609	(61,565)	289,044
Expenditures:			
451-0000-605-2022 Construction Contracts	216,230	0	216,230
451-0000-605-2023 Arch/Eng/Landscaping	134,379	(61,565)	72,814
Totals:	350,609	(61,565)	289,044
 Fund 451 Water Fund			
Colonial Heights Phase IV (WA1707)			
Revenues:	\$	\$	\$
451-0000-391-4500 From Water Fund	0	61,565	61,565
Totals:	0	61,565	61,565
 Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	0	8,000	8,000
451-0000-605-9003 Improvements	0	53,565	53,565
Totals:	0	61,565	61,565

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: _____

RESOLUTION NO. _____

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

WHEREAS, bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades
– Colonial Heights Phase IV project on December 7, 2016; and

WHEREAS, the project consists of construction of approximately 11,600 linear feet
sanitary sewer infrastructure, including manholes and laterals; approximately 425 linear feet of
waterlines, including appurtenances; approximately 350 linear feet of storm water line and
appurtenances; and asphalt paving and associated site work; and

WHEREAS, the construction will be completed by September 15, 2017; and

WHEREAS, upon review of the bids, the board finds W-L Construction & Paving, Inc. is
the lowest responsible compliant bidder meeting specifications for the particular grade or class
of material, work or service desired and is in the best interest and advantage to the city, and the
City of Kingsport desires to enter into an agreement with East Tennessee Turf and Landscape
with a bid of \$1,926,364.00; and

WHEREAS, the project will be funded using project numbers WA1707, SW1511, ST1709
and GP1606.

Now therefore,

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

SECTION I. That the bid for the Sanitary Sewer Facilities and Waterline Upgrades –
Colonial Heights Phase IV project, at a cost of \$1,926,364.00, is awarded to East Tennessee Turf
and Landscape, and the mayor is authorized to execute an agreement for same and all
documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 20th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MINUTES
BID OPENING
December 7, 2016
4:00 P.M.**

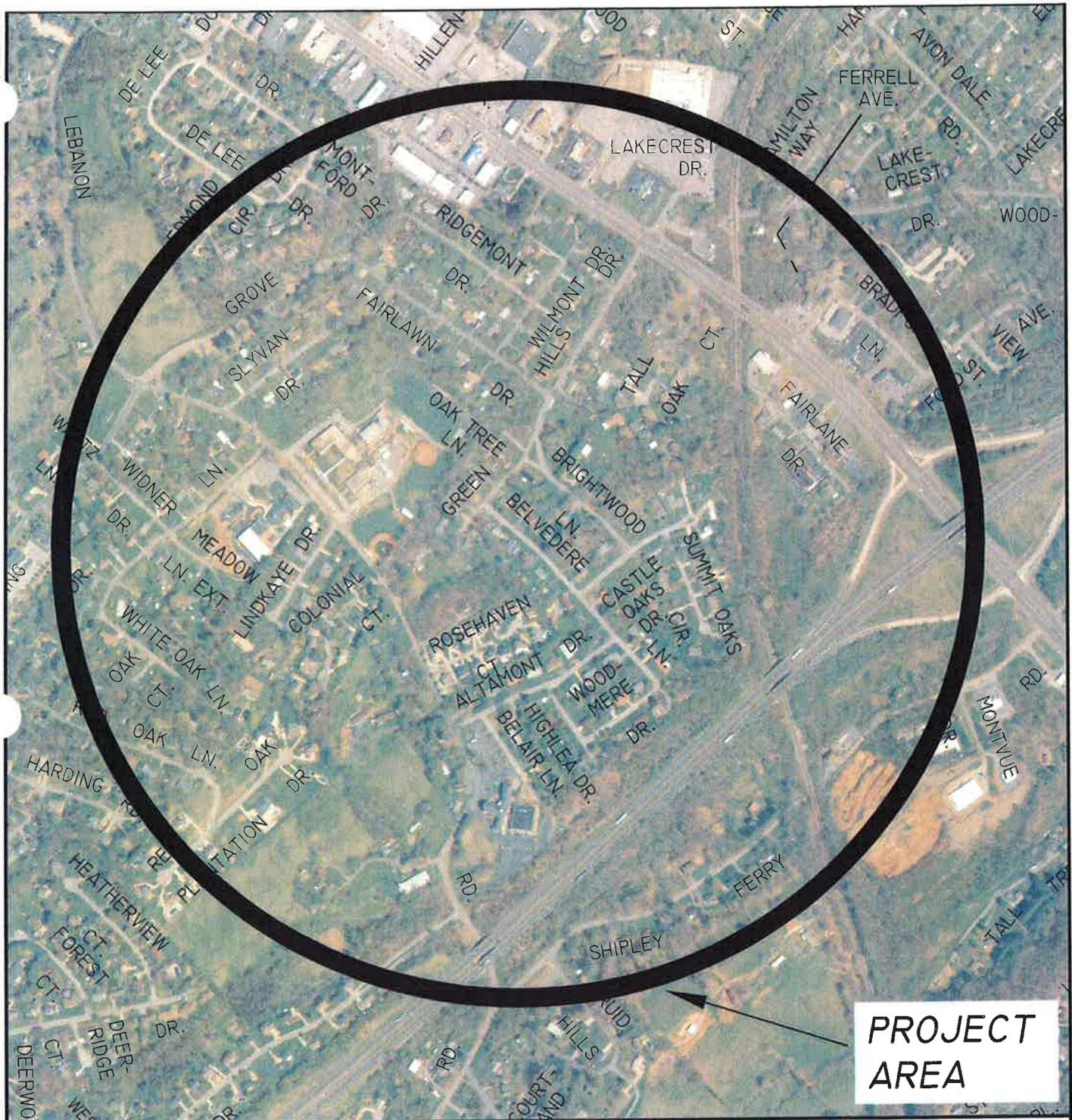
Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

SANITARY SEWER FACILITIES AND WATERLINE UPGRADES – COLONIAL HEIGHTS – PHASE IV		
Vendor:	Total Cost:	Comments:
Thomas Construction	\$1,990,684.00	Markovers present and initialed.
Bakers Construction & Excavation	\$2,984,162.56	N/A
East TN Turf and Landscape	\$1,926,364.00	N/A
Merkel Brothers	\$2,003,318.00	N/A
Summers Taylor	\$2,191,341.95	N/A
King General Contractors	\$2,218,407.55	N/A
Mike Smith Pump Service	\$2,075,259.00	Whiteout used and initialed.

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



**PROJECT
AREA**



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

FIGURE I - LOCATION MAP

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

ITEM NO	QUAN	UNIT	DESCRIPTION	EAST TN TURF 7 LANDSCAPE		THOMAS CONSTRUCTION		MERKEL BROTHERS		MIKE SMITH PUMP SERVICE	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1,095	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT (SECTION 31 23 33)	\$ 21.00	\$ 22,995.00	\$ 1.00	\$ 1,095.00	\$ 1.00	\$ 1,095.00	\$ 2.00	\$ 2,190.00
2	1	LS	MOBILIZATION, CLEARING AND GRUBBING (SECTION 31 11 00)	\$ 140,000.00	\$ 140,000.00	\$ 175,000.00	\$ 175,000.00	\$ 100,000.00	\$ 100,000.00	\$ 85,000.00	\$ 85,000.00
3	1	LS	PROTECTION OF LIVING SHRUBS AND TREES (SECTION 31 11 00)	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
4	9,300	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 182,600.00	\$ 12.60	\$ 104,580.00	\$ 22.00	\$ 182,600.00	\$ 20.00	\$ 166,000.00
5	6,070	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 36.00	\$ 212,460.00	\$ 36.00	\$ 212,460.00	\$ 36.00	\$ 212,460.00	\$ 36.00	\$ 212,460.00
6	1	EA	CREEK CROSSING (SECTION 33 05 10) (SEE DETAIL)	\$ 15,000.00	\$ 16,000.00	\$ 13,000.00	\$ 13,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00
7	10	LF	24" RCP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00
8	10	LF	18" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 20.00	\$ 200.00	\$ 15.00	\$ 150.00	\$ 25.00	\$ 250.00	\$ 30.00	\$ 300.00
9	10	LF	24" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 30.00	\$ 300.00	\$ 20.00	\$ 200.00	\$ 30.00	\$ 300.00	\$ 40.00	\$ 400.00
10	20	LF	12" RCP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 20.00	\$ 400.00	\$ 15.00	\$ 300.00	\$ 22.00	\$ 440.00	\$ 25.00	\$ 500.00
11	1,136	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY)(SECTION 32 31 13)	\$ 10.00	\$ 11,360.00	\$ 12.00	\$ 13,620.00	\$ 6.00	\$ 6,810.00	\$ 15.00	\$ 17,025.00
12	1	LS	SEEDING WITH MULCH (SECTION 32 92 20)	\$ 80,000.00	\$ 80,000.00	\$ 31,500.00	\$ 31,500.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
13	353	GA	TACK COAT (SECTION 32 12 16)	\$ 4.00	\$ 1,412.00	\$ 3.00	\$ 1,059.00	\$ 5.00	\$ 1,765.00	\$ 3.00	\$ 1,059.00
14	730	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 110.00	\$ 80,300.00	\$ 160.00	\$ 116,800.00	\$ 110.00	\$ 80,300.00	\$ 140.00	\$ 102,200.00
15	425	T	ASPHALT TOPPING 1-1/4" - TDO1 D MIX (SECTION 32 12 16)	\$ 103.00	\$ 43,775.00	\$ 98.00	\$ 41,660.00	\$ 100.00	\$ 42,600.00	\$ 103.00	\$ 43,775.00
16	1,500	T	ASPHALT TOPPING 1-1/4" - TDO1 E MIX (SECTION 32 12 16)	\$ 90.00	\$ 162,000.00	\$ 86.00	\$ 164,800.00	\$ 76.00	\$ 136,800.00	\$ 90.00	\$ 162,000.00
17	1	LS	SOIL & EROSION CONTROL (SECTION 31 25 13)	\$ 10,000.00	\$ 10,000.00	\$ 6,300.00	\$ 6,300.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
18	11,570	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 35.00	\$ 404,960.00	\$ 44.00	\$ 609,080.00	\$ 44.00	\$ 609,080.00	\$ 46.00	\$ 532,220.00
19	1,920	LF	6" PVC SEWER (SECTION 33 30 00)	\$ 28.00	\$ 53,760.00	\$ 40.00	\$ 76,800.00	\$ 27.00	\$ 61,840.00	\$ 32.00	\$ 61,440.00
20	10	EA	INSIDE DROP CONNECTION (SECTION 33 30 00)	\$ 1,500.00	\$ 16,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,250.00	\$ 12,500.00
21	75	EA	SEWER LATERAL ASSEMBLIES (8x8x6 PVC TEES) (SECTION 33 30 00)	\$ 400.00	\$ 30,000.00	\$ 100.00	\$ 7,600.00	\$ 150.00	\$ 11,260.00	\$ 125.00	\$ 9,375.00

ITEM NO	QUAN	UNIT	DESCRIPTION	EAST TN TURF 7 LANDSCAPE		THOMAS CONSTRUCTION		MERKEL BROTHERS		MIKE SMITH PUMP SERVICE	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
22	87	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 150.00	\$ 13,050.00	\$ 340.00	\$ 29,680.00	\$ 400.00	\$ 34,800.00	\$ 400.00	\$ 34,800.00
23	66	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 2,000.00	\$ 132,000.00	\$ 2,000.00	\$ 132,000.00	\$ 2,200.00	\$ 146,200.00	\$ 2,400.00	\$ 158,400.00
24	1	EA	ADJUST EXISTING MANHOLES (SECTION 33 30 00)	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00
25	2	EA	WATERTIGHT LIDS & CASTINGS (SECTION 33 30 00)	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
26	51	VF	EXTRA DEPTH MANHOLE (SECTION 33 30 00)	\$ 200.00	\$ 10,200.00	\$ 300.00	\$ 15,300.00	\$ 250.00	\$ 12,750.00	\$ 200.00	\$ 10,200.00
27	5,304	LF	2" PVC FORCE MAIN (SECTION 33 30 00)	\$ 9.00	\$ 47,736.00	\$ 16.00	\$ 84,864.00	\$ 20.00	\$ 106,080.00	\$ 22.00	\$ 116,688.00
28	1,058	LF	4" PVC FORCE MAIN (SECTION 33 30 00)	\$ 10.00	\$ 10,680.00	\$ 16.00	\$ 16,928.00	\$ 21.00	\$ 22,218.00	\$ 24.00	\$ 25,392.00
29	2,175	LF	8" PVC FORCE MAIN (SECTION 33 30 00)	\$ 15.00	\$ 32,625.00	\$ 17.00	\$ 36,976.00	\$ 25.00	\$ 54,375.00	\$ 32.00	\$ 69,600.00
30	42	EA	LOW PRESSURE FORCE MAIN CONNECTION (SECTION 33 30 00)	\$ 1,200.00	\$ 60,400.00	\$ 1,050.00	\$ 44,100.00	\$ 1,000.00	\$ 42,000.00	\$ 750.00	\$ 31,500.00
31	1	LS	LANDSCAPING ALLOWANCE	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
STORM SEWER QUANTITIES											
32	347	LF	18" HDPE STORM PIPE	\$ 53.00	\$ 18,391.00	\$ 90.00	\$ 31,230.00	\$ 50.00	\$ 17,350.00	\$ 70.00	\$ 24,290.00
33	2	EA	STANDARD STORM MANHOLE	\$ 4,000.00	\$ 8,000.00	\$ 1,300.00	\$ 2,600.00	\$ 2,000.00	\$ 4,000.00	\$ 2,400.00	\$ 4,800.00
34	1	EA	EXTRA DEPTH STORM MANHOLE	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00
35	1	EA	DOUBLE CATCH BASIN W/ STANDARD GRATES	\$ 10,000.00	\$ 10,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
36	1	EA	CONCRETE ENDWALL	\$ 2,000.00	\$ 2,000.00	\$ 770.00	\$ 770.00	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00
WATERLINE QUANTITIES											
37	100	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00
38	3	EA	FIRE HYDRANT ASSEMBLIES (SECTION 33 11 00)	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,700.00	\$ 14,100.00
39	325	LF	6" DIP WATER LINE	\$ 45.00	\$ 14,625.00	\$ 50.00	\$ 16,250.00	\$ 50.00	\$ 16,250.00	\$ 80.00	\$ 26,000.00
40	102	LF	2" PVC WATER LINE	\$ 20.00	\$ 2,040.00	\$ 24.00	\$ 2,448.00	\$ 30.00	\$ 3,060.00	\$ 65.00	\$ 6,630.00
41	1	EA	6" TAPPING TEE, TAPPING VALVE & BOX	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00
42	1	EA	2" GATE VALVE & BOX	\$ 800.00	\$ 800.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
43	1	EA	2" BLOW-OFF ASSEMBLY (SECTION 33 11 00)	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
44	1	EA	SERVICE CONNECTION TO EXISTING 3/4" SHORT WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00
45	4	EA	SERVICE CONNECTION TO EXISTING 3/4" LONG WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 2,000.00	\$ 8,000.00	\$ 1,300.00	\$ 5,200.00	\$ 1,700.00	\$ 6,800.00	\$ 1,400.00	\$ 5,600.00

ITEM NO	QUAN	UNIT	DESCRIPTION	EAST TN TURF 7 LANDSCAPE		THOMAS CONSTRUCTION		MERKEL BROTHERS		MIKE SMITH PUMP SERVICE	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<u>ROAD IMPROVEMENTS PAVING QUANTITIES</u>											
46	175	GA	TACK COAT (SECTION 32 12 16)	\$ 3.00	\$ 525.00	\$ 3.00	\$ 525.00	\$ 5.00	\$ 875.00	\$ 3.00	\$ 525.00
47	580	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 90.00	\$ 52,200.00	\$ 86.00	\$ 49,880.00	\$ 76.00	\$ 44,080.00	\$ 90.00	\$ 52,200.00
48	600	SY	ASPHALT MILLING/COLD PLANING (WHERE REQUIRED) - 1 25" (SECTION 32 12 16)	\$ 5.00	\$ 3,000.00	\$ 3.50	\$ 2,100.00	\$ 14.00	\$ 8,400.00	\$ 3.50	\$ 2,100.00
PROJECT TOTAL:					\$ 1,926,364.00		\$ 1,890,684.00		\$ 2,003,318.00		\$ 2,076,259.00

ITEM NO	QUAN	UNIT	DESCRIPTION	SUMMERS TAYLOR		KINGS GENERAL CONTRACTORS		BAKERS CONSTR. & EXCAV.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1,095	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT (SECTION 31 23 33)	\$ 19.00	\$ 20,805.00	\$ 22.25	\$ 24,363.75	\$ 23.41	\$ 25,633.95
2	1	LS	MOBILIZATION, CLEARING AND GRUBBING (SECTION 31 11 00)	\$ 97,500.00	\$ 97,500.00	\$ 115,000.00	\$ 115,000.00	\$ 100,749.00	\$ 100,749.00
3	1	LS	PROTECTION OF LIVING SHRUBS AND TREES (SECTION 31 11 00)	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,278.89	\$ 16,278.89
4	8,300	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 23.50	\$ 195,050.00	\$ 22.25	\$ 184,675.00	\$ 21.12	\$ 175,286.00
5	8,070	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 212,450.00	\$ 35.00	\$ 212,480.00	\$ 35.00	\$ 212,450.00
6	1	EA	CREEK CROSSING (SECTION 33 05 10) (SEE DETAIL)	\$ 15,000.00	\$ 15,000.00	\$ 1,465.00	\$ 1,465.00	\$ 10,337.85	\$ 10,337.85
7	10	LF	24" RCP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 59.50	\$ 595.00	\$ 62.55	\$ 625.50	\$ 200.73	\$ 2,007.30
8	10	LF	18" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 50.00	\$ 500.00	\$ 54.55	\$ 545.50	\$ 230.41	\$ 2,304.10
9	10	LF	24" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 55.00	\$ 550.00	\$ 48.95	\$ 489.50	\$ 191.82	\$ 1,918.20
10	20	LF	12" RCP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 32.00	\$ 640.00	\$ 43.55	\$ 871.00	\$ 103.99	\$ 2,078.80
11	1,135	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY)(SECTION 32 31 13)	\$ 17.50	\$ 19,862.50	\$ 18.00	\$ 20,430.00	\$ 16.22	\$ 18,409.70
12	1	LS	SEEDING WITH MULCH (SECTION 32 92 20)	\$ 118,700.00	\$ 118,700.00	\$ 5,895.00	\$ 5,895.00	\$ 27,037.50	\$ 27,037.60
13	353	GA	TACK COAT (SECTION 32 12 16)	\$ 3.65	\$ 1,288.45	\$ 3.95	\$ 1,394.35	\$ 3.03	\$ 1,069.59
14	730	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 117.50	\$ 85,776.00	\$ 125.00	\$ 91,250.00	\$ 135.19	\$ 98,688.70
15	425	T	ASPHALT TOPPING 1-1/4" - TDOT D MIX (SECTION 32 12 16)	\$ 95.00	\$ 40,375.00	\$ 101.25	\$ 43,031.25	\$ 101.66	\$ 43,205.50
16	1,800	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 95.00	\$ 171,000.00	\$ 89.15	\$ 160,470.00	\$ 88.90	\$ 160,020.00
17	1	LS	SOIL & EROSION CONTROL (SECTION 31 25 13)	\$ 42,500.00	\$ 42,500.00	\$ 7,500.00	\$ 7,500.00	\$ 39,077.31	\$ 39,077.31
18	11,570	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 42.00	\$ 486,940.00	\$ 54.00	\$ 624,780.00	\$ 92.76	\$ 1,073,233.20
19	1,920	LF	6" PVC SEWER (SECTION 33 30 00)	\$ 37.00	\$ 71,040.00	\$ 47.95	\$ 92,064.00	\$ 78.66	\$ 151,027.20
20	10	EA	INSIDE DROP CONNECTION (SECTION 33 30 00)	\$ 1,250.00	\$ 12,500.00	\$ 1,375.00	\$ 13,750.00	\$ 1,037.60	\$ 10,376.00
21	75	EA	SEWER LATERAL ASSEMBLIES (8x8x6 PVC TEES) (SECTION 33 30 00)	\$ 51.50	\$ 3,862.50	\$ 325.00	\$ 24,375.00	\$ 69.66	\$ 5,223.75

ITEM NO	QUAN	UNIT	DESCRIPTION	SUMMERS TAYLOR		KINGS GENERAL CONTRACTORS		BAKERS CONSTR & EXCAV.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
22	87	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 435.00	\$ 37,845.00	\$ 595.00	\$ 51,765.00	\$ 350.97	\$ 30,634.39
23	66	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 2,000.00	\$ 132,000.00	\$ 2,185.00	\$ 144,210.00	\$ 3,084.03	\$ 203,546.98
24	1	EA	ADJUST EXISTING MANHOLES (SECTION 33 30 00)	\$ 910.00	\$ 910.00	\$ 895.00	\$ 895.00	\$ 1,052.61	\$ 1,062.61
25	2	EA	WATERTIGHT LIDS & CASTINGS (SECTION 33 30 00)	\$ 525.00	\$ 1,050.00	\$ 465.00	\$ 930.00	\$ 472.53	\$ 945.06
26	51	VF	EXTRA DEPTH MANHOLE (SECTION 33 30 00)	\$ 87.00	\$ 4,437.00	\$ 175.00	\$ 8,925.00	\$ 176.29	\$ 8,990.79
27	5,304	LF	2" PVC FORCE MAIN (SECTION 33 30 00)	\$ 22.50	\$ 119,340.00	\$ 17.85	\$ 94,676.40	\$ 28.20	\$ 149,572.80
28	1,058	LF	4" PVC FORCE MAIN (SECTION 33 30 00)	\$ 24.00	\$ 25,392.00	\$ 33.25	\$ 35,178.50	\$ 46.74	\$ 49,450.92
29	2,175	LF	6" PVC FORCE MAIN (SECTION 33 30 00)	\$ 30.50	\$ 66,337.50	\$ 31.35	\$ 68,188.25	\$ 53.61	\$ 116,601.76
30	42	EA	LOW PRESSURE FORCE MAIN CONNECTION (SECTION 33 30 00)	\$ 1,060.00	\$ 44,520.00	\$ 865.00	\$ 36,330.00	\$ 1,543.94	\$ 64,845.48
31	1	LS	LANDSCAPING ALLOWANCE	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<u>STORM SEWER QUANTITIES</u>									
32	347	LF	18" HDPE STORM PIPE	\$ 61.50	\$ 21,340.50	\$ 82.95	\$ 28,783.65	\$ 95.82	\$ 33,249.54
33	2	EA	STANDARD STORM MANHOLE	\$ 2,200.00	\$ 4,400.00	\$ 2,295.00	\$ 4,590.00	\$ 4,838.89	\$ 9,677.78
34	1	EA	EXTRA DEPTH STORM MANHOLE	\$ 4,650.00	\$ 4,650.00	\$ 3,975.00	\$ 3,975.00	\$ 3,450.20	\$ 3,450.20
35	1	EA	DOUBLE CATCH BASIN W/ STANDARD GRATES	\$ 3,000.00	\$ 3,000.00	\$ 3,795.00	\$ 3,795.00	\$ 9,222.69	\$ 9,222.69
36	1	EA	CONCRETE ENDWALL	\$ 1,130.00	\$ 1,130.00	\$ 475.00	\$ 475.00	\$ 1,012.00	\$ 1,012.00
<u>WATERLINE QUANTITIES</u>									
37	100	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00
38	3	EA	FIRE HYDRANT ASSEMBLIES (SECTION 33 11 00)	\$ 4,500.00	\$ 13,500.00	\$ 3,495.00	\$ 10,485.00	\$ 5,263.16	\$ 15,789.48
39	325	LF	6" DIP WATER LINE	\$ 43.00	\$ 13,975.00	\$ 37.95	\$ 12,333.75	\$ 60.82	\$ 19,766.60
40	102	LF	2" PVC WATER LINE	\$ 28.00	\$ 2,856.00	\$ 21.95	\$ 2,238.90	\$ 36.43	\$ 3,715.88
41	1	EA	6" TAPPING TEE, TAPPING VALVE & BOX	\$ 2,800.00	\$ 2,800.00	\$ 3,500.00	\$ 3,500.00	\$ 5,458.15	\$ 5,458.15
42	1	EA	2" GATE VALVE & BOX	\$ 623.00	\$ 623.00	\$ 709.00	\$ 709.00	\$ 639.42	\$ 639.42
43	1	EA	2" BLOW-OFF ASSEMBLY (SECTION 33 11 00)	\$ 1,250.00	\$ 1,250.00	\$ 999.00	\$ 999.00	\$ 1,274.97	\$ 1,274.97
44	1	EA	SERVICE CONNECTION TO EXISTING 3/4" -SHORT WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$1,050.00	\$ 1,050.00	\$ 850.00	\$ 850.00	\$ 2,318.00	\$ 2,318.00
45	4	EA	SERVICE CONNECTION TO EXISTING 3/4" -LONG WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$1,750.00	\$ 7,000.00	\$ 1,595.00	\$ 6,380.00	\$ 2,184.00	\$ 8,736.00

ITEM NO	QUAN	UNIT	DESCRIPTION	SUMMERS TAYLOR		KINGS GENERAL CONTRACTORS		BAKERS CONSTR. & EXCAV.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ROAD IMPROVEMENTS PAVING QUANTITIES									
46	175	GA	TACK COAT (SECTION 32 12 16)	\$ 3.50	\$ 612.50	\$ 3.95	\$ 691.25	\$ 3.03	\$ 530.25
47	580	T	ASPHALT TOPPING 1-1 1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 101.00	\$ 58,580.00	\$ 86.95	\$ 50,431.00	\$ 89.28	\$ 51,782.40
48	600	SY	ASPHALT MILLING/COLD PLANING (WHERE REQUIRED) - 1 25" (SECTION 32 12 16)	\$ 18.65	\$ 11,310.00	\$ 5.25	\$ 3,160.00	\$ 3.46	\$ 2,076.00
PROJECT TOTAL:					\$ 2,191,341.96		\$ 2,218,407.55		\$ 2,984,162.66



AGENDA ACTION FORM

Appropriate \$14,895.00 from the Office of Criminal Justice Programs of the State of Tennessee-FY17 Local Law Enforcement Equipment Program

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

Action Form No.: AF-333-2016
Work Session: December 19, 2016
First Reading: December 20, 2016

Final Adoption: January 17, 2017
Staff Work By: Captain Gore
Presentation By: Chief Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On October 18, 2016, via Action Form 273, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive an OCJP State of Tennessee-FY17 Local Law Enforcement Equipment Program grant. We have been notified that we were approved for \$14,895.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

Appropriate \$14,895.00 from the Office of Criminal Justice Programs of the State of Tennessee-FY17 Local Law Enforcement Equipment Program

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

Action Form No.: AF-333-2016
Work Session: December 19, 2016
First Reading: December 20, 2016

Final Adoption: January 17, 2017
Staff Work By: Captain Gore
Presentation By: Chief Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On October 18, 2016, via Action Form 273, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive an OCJP State of Tennessee-FY17 Local Law Enforcement Equipment Program grant. We have been notified that we were approved for \$14,895.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

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

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

SECTION I. That the Justice Assistant Grant Fund budget be amended by appropriating grant funds received from the Office of Criminal Justice Programs for the State of Tennessee FY17 Local Law Enforcement Equipment program in the amount of \$14,895 to the Local Law Enforcement Equipment project (JG1701) for the purchase of equipment and /or technology improvements. No matching funds are required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 134: Justice Assist Grant Fund			
Local Law Enforcement Equip (JG1701)			
Revenues:	\$	\$	\$
134-0000-331-4537 Bureau of Justice/JAG	0	14,895	14,895
Totals:	0	14,895	14,895
Expenditures:			
134-3030-443-3020 Operating Supplies & Tools	0	14,895	14,895
Totals:	0	14,895	14,895

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

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

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

Action Form No.: AF-326-2016
Work Session: December 19, 2016
First Reading: December 20, 2016

Final Adoption: January 17, 2017
Staff Work By: Chief Dye, AC Boyd, City Attorney Mike Billingsley
Presentation By: Chief Dye

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

Approval of this action form will authorize the City of Kingsport to accept funds from the Kingsport Life Saving Crew (KLSC) and to authorize the Mayor to sign all appropriate documents for the Inter local Agreement between the City of Kingsport and the KLSC.

It is also necessary to approve a budget ordinance to appropriate the funds from the City as well as from the KLSC. These funds are to hire, equip, and train three (3) personnel to be employed in the fire department to provide services that have been outlined in the agreement. Approval of the ordinance will also amend the authorized positions in the FY-17 budget for the Fire Department.

Attachments:

- 1. Resolution
- 2. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

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

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

Action Form No.: AF-326-2016
Work Session: December 19, 2016
First Reading: December 20, 2016

Final Adoption: January 17, 2017
Staff Work By: Chief Dye, AC Boyd, City Attorney Mike Billingsley
Presentation By: Chief Dye

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

Approval of this action form will authorize the City of Kingsport to accept funds from the Kingsport Life Saving Crew (KLSC) and to authorize the Mayor to sign all appropriate documents for the Inter local Agreement between the City of Kingsport and the KLSC.

It is also necessary to approve a budget ordinance to appropriate the funds from the City as well as from the KLSC. These funds are to hire, equip, and train three (3) personnel to be employed in the fire department to provide services that have been outlined in the agreement. Approval of the ordinance will also amend the authorized positions in the FY-17 budget for the Fire Department.

Attachments:

- 1. Resolution
- 2. Ordinance

Funding source appropriate and funds are available: *JF*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
WITH SULLIVAN COUNTY, TENNESSEE AND THE KINGSPORT
LIFE SAVING CREW, INC. AND AUTHORIZING THE MAYOR TO
EXECUTE THE SAME

WHEREAS, Sullivan County, has requested that the city assist in the provision of certain rescue services in 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 county, the city and the 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 Rescue Squad 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 Rescue Squad 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 Sullivan County, Tennessee and the Kingsport Lifesaving Crew, Inc. to assist in the provision of certain rescue services in the unincorporated areas of the county is approved.

SECTION II. Subject to appropriation, three fulltime firefighter positions are created and the city manager is authorized to hire three firefighters, which will assist the city in the fulfillment of the interlocal agreement.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the interlocal agreement with Sullivan County, Tennessee and 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 entered into as of the ____ day of _____, 2016, by Sullivan County, Tennessee, ("County"), the City of Kingsport, Tennessee, ("City"), and the Kingsport Lifesaving Crew, Inc., ("Rescue Squad").

WHEREAS, *Tennessee Code Annotated* §§ 12-9-101 through 12-9-112 authorizes public agencies of the state, including the County, 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 source, 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 their 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 City and County have requested the Rescue Squad provide certain rescue services in the City and unincorporated areas of the County; and

WHEREAS, the City and County have provided the Rescue Squad with funds in the amount of \$75,000 for fiscal year 2016-2017 that will be used to ensure a provider will be on duty 24/7 (twenty-four hours a day, seven days a week) to assist the rescue squad 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 County and 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 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 County has requested that the City, in concert with the Rescue Squad, provide automatic response of rescue services generally described in Exhibit A in the 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 the terms of this Agreement shall not be mandatory but the County has requested the City and Rescue Squad, in accordance with the terms of this Agreement, to provide automatic response for the rescue services generally described in Exhibit A in the unincorporated areas of the County when dispatched.
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 an on-duty firefighter to assist the Rescue Squad in providing such rescue services; provided the City does not guarantee to 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 will not respond to such calls if in the sole discretion of the Fire Chief, or designee, it is determined that the personnel to provide rescue services pursuant to this Agreement is not reasonably available or by providing such personnel could adversely affect the security and safety of the City and its residents.
6. The on-duty firefighter of the City responding to a call pursuant to this Agreement will be under the supervision of the Fire Chief, or designee.
7. The conduct of the City's on-duty firefighter shall be the responsibility of the City's Fire Chief.
8. The Rescue Squad under the terms of this Agreement 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.
9. The responding party assumes no responsibility or liability for damage to property or injury to any person that may occur at the actual scene of an emergency due to actions taken in responding

under this Agreement. Notwithstanding anything contained in this Interlocal Agreement to the contrary the on-duty City 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.

10. No compensation will be paid by the parties to the other parties for the mutual assistance rendered pursuant to this Agreement.

11. The parties hereto agree that no claim for compensation will be made by any party to any other party for loss, damage, or personal injury that may occur in consequence of activities conducted hereunder, and that any and all claims asserting such are hereby expressly waived.

12. At all times the on-duty City firefighter shall be an employee of the City considered acting within the course and scope of their employment for purposes of Worker's Compensation Law of the State of Tennessee.

13. The provisions of this part shall not be construed as creating a duty on the part of the responding party to stay at the scene of a call or emergency for any length of time. The responding party may depart the scene of a call or an emergency at any time at the discretion of the officer in command of the responding party.

14. 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.

15. The party having financial responsibility for the agency providing services, personnel, equipment, communication or facilities utilized pursuant to the provisions of this Agreement shall bear any loss or damage to the same and shall pay any and all expenses incurred in the maintenance and operation of same.

16. 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 such officers, agents, or employees of any party 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.

17. The term of this Agreement shall be for a period of one year from the date first herein set forth, provided any party may terminate this Agreement without cause upon written notice to the other parties at least sixty days prior to the effective date of the termination.

18. 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]

EXHIBIT A

EFFECTIVE OCTOBER 10, 2016

The KINGSPORT LIFESAVING CREW SHOULD BE DISPATCHED ON THE FOLLOWING

1. ANY RESCUE RELATED CALL
2. MOTOR VEHICLE ACCIDENT WITH INJURIES(SUSPECTED or CONFIRMED)
INCLUDES VEHICLE vs PEDESTRIAN / CYCLIST
3. STRUCTURE FIRES
4. INDUSTRIAL OR CONSTRUCTION ACCIDENTS (MULTIPLE PATIENTS OR
EXTRICATION REQUIRED
5. STRUCTURAL COLLAPSE
6. TRENCH RESCUE
7. CONFINED SPACE RESCUE
8. SWIFT WATER RESCUE / OR DROWNING
9. HIGH ANGLE RESCUE
10. CAVE RESCUE
11. REMOTE AREA
12. IN ADDITION* TO FIRST RESPONDER ON "ECHO" TYPE CALLS *
 - a. Such as: CARDIAC ARREST
 - b. RESPIRATOR ARREST
 - c. AIRWAY OBSTRUCTION
 - d. MULTIPLE PATIENTS
13. BACK UP TO VFD FIRST RESPONDERS ON MEDICAL CALLS IN COUNTY

14. PUBLIC ASSIST INSIDE CITY (no chance of injury or illness requiring transport)
15. PUBLIC ASSIST COUNTY ONLY IF NO OTHER FIRST RESPONDER AVAILABLE*
16. At REQUEST OF ANY RESPONDING AGENCY OR DISPATCH CENTER
17. ANY CALL DISPATCH DETERMINES THE EQUIPMENT/ SERVICE OF KLSC IS NEEDED

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION IV. 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 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 20th day of December, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE KINGSPORT 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

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

SECTION I. That the General Fund operating budget be amended by appropriating funds received from the Kingsport Life Saving Crew in the amount of \$75,000 and by transferring funds from the Life Saving Crew Special programs budget to assist in funding three additional firefighters.

SECTION II. That the General Fund budget be amended by amending the authorized positions in the Fire Department 110-3501 by adding three firefighter positions at a pay grade B32 step 1 for Fiscal Year 2016-2017.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 511: Fleet Fund			
Revenues:	\$	\$	\$
110-0000-364-2010 From Corporations/Kpt. Lifesaving Crew	17,000	75,000	92,000
Totals:	17,000	75,000	92,000

Expenditures:	\$	\$	\$
110-1005-405-8075 Life Saving Crew	75,000	(75,000)	0
110-3501-451-1010 Salaries & Wages	5,426,100	93,700	5,519,800
110-3501-451-1011 Overtime	200,000	6,580	206,580
110-3501-451-1020 Social Security	405,100	7,200	412,300
110-3501-451-1030 Health Ins.	950,000	35,000	985,000
110-3501-451-1040 Retirement	965,800	6,000	971,800
110-3501-451-1060 Workmen's Comp	63,800	1,400	65,200
110-3501-451-1061 Unemployment	4,600	120	4,720
Totals:	8,090,400	75,000	8,165,400

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

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder



AGENDA ACTION FORM

Professional Services Agreement for Main Street Redevelopment

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

Action Form No.: AF-10-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

We entered into an Agreement with TDOT for the Redevelopment of Main Street from Sullivan Street to Market Street establishing funding of 80% through KMTPO STP funding source (Federal funds); and the local government is responsible for the 20% matching share. This project consists of resurfacing, curb and sidewalk improvements, utility upgrades, additions of bulbouts, ADA enhancements, removal of rail sidings, and specific areas of subgrade repair and rebuild.

Requests for Qualifications were received for this project, and Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) through TDOT's consultant selection process was selected to provide professional design services. The services include survey, environmental clearance, construction drawings, specifications, and contract documents per TDOT standards as reflected in their proposal / Attachment A – Scope of Work. It is recommended to enter into a Professional Services Agreement with BWSC in the amount of \$697,730.00. Funding is available and identified in GP1516.

Attachments:

- 1. Resolution
- 2. Proposal (11 pgs.)

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

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

WHEREAS, in March, 2016 the city entered into an agreement with the Tennessee Department of Transportation (TDOT) for the redevelopment of Main Street from Sullivan Street to Market Street; and

WHEREAS, after reviewing requests for qualifications, TDOT recommends entering into a professional services agreement with Barge, Waggoner, Sumner & Cannon, Inc. for the redevelopment project in the amount of \$697,730.00; and

WHEREAS, funding is available in GP1516.

Now therefore,

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

SECTION I. That a professional services agreement with Barge, Waggoner, Sumner & Cannon, Inc. for the Main Street Redevelopment project in the amount of \$697,730.00, is approved.

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

SECTION 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 17th day of January, 2017

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



January 4, 2017
BWSC Project No.: 36455-00

Michael Thompson
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RE: Main Street Redevelopment Project – Pin 123325.00

Dear Mr. Thompson:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) encloses our revised scope of work (Attachment A) for the above referenced project, which provides a separate fee for the water and sanitary sewer design.

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

Sincerely,

Nelson Elam
Vice President

Enclosure

Copy to: Jennifer Salyer

The scope of work is presented in the following elements:

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

I. PROJECT DESCRIPTION

Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) is proposing to provide professional design services for the Main Street Redevelopment Project in downtown Kingsport. The project includes TDOT funding and the services include construction drawings, specifications and contract documents per TDOT standards. The project area includes the portion of Main Street extending from Sullivan Street to Market Street and is approximately 5,100 linear feet. Main Street includes three unique sections along the route as follows:

Section 1 – Sullivan Street to Cherokee Street

The design objective in this section is to change the character of the streetscape and provide a gateway into downtown. The adjacent building types/uses are mostly industrial and warehouse, but the area is beginning to see some revitalization and re-use of the buildings. This section will include roadway resurfacing, on-street parking, curb and sidewalk improvements, utility upgrades, bump-outs and intersection treatments, landscaping, and street and pedestrian lighting. Design will also include a combination of overhead utility relocation and undergrounding.

Section 2 – Cherokee Street to Clay Street

This section of Main Street is within the core downtown area with all overhead lines already located within alleys behind the buildings. Design in this section will include full depth replacement of the travel lanes due to subsurface issues, as well as curb, sidewalk, pedestrian lighting, landscape improvements, and intersection treatments. The existing character of this area with the brick pavers and current light pole style will influence the design treatments in the other two areas in order to provide a consistent streetscape aesthetic.

Section 3 – Clay Street to Market Street

This section of Main Street includes a concrete street that will be diamond ground and restriped, additional sidewalks, landscaping and lighting.

The City will camera their utilities to determine their condition. Water, sanitary sewer and storm sewer utilities will be replaced or upgraded as necessary along all three sections. Green infrastructure features will also be evaluated and incorporated where appropriate.

An overall conceptual design will be developed for all three sections of Main Street. However, based on the current project funding, the final design will include improvements in Section 1 and Section 2 only. The City's first priority is replacement of the failing roadway in Section 2, and the second priority is establishing the new roadway section and streetscape in Section 1.

II. SCOPE OF SERVICES

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

TASK 1 – PRE-DESIGN SERVICES

A. Survey

- Topographic survey of the entire corridor from Sullivan Street to Market Street
- Establishment of existing property lines, Right-of-Way, and easements. This will include the necessary property research to determine property lines in order to prepare temporary construction easements, utility easements and Right-of-Way acquisition as necessary
- Planimetric and Utility information necessary for design

B. Environmental Services

- Early in the project an assessment of permitting for the project will be performed
- If other environmental permits, not identified under Task 3, are required, these permit applications and engineering work related to obtaining these permits shall be itemized for the CLIENT to consider for approval as ADDITIONAL SERVICES.
- BWSC will provide environmental services to prepare a C-list Categorical Exclusion (CE) document including all necessary agency consultation scoping letters for the proposed project. Services include:
 - Ecology technical study required by the Tennessee Department of Transportation (TDOT) and/or Federal Highways Administration (FHWA) in order to sufficiently satisfy all NEPA documentation for the project.
 - Review available literature to help gain a better understanding for the areas of interest. National Wetlands Inventory (NWI) maps, U.S. Geological Survey topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, consultation with the U.S. Fish and Wildlife Service (USFWS) will be conducted to determine if there are any species of concern that may exist within Kingsport and the subject property.
 - Ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, BWSC will review the project study area for any federally threatened or endangered species and/or their habitat. A summary report will be prepared for the client's review prior to submittal to TDOT or FHWA.

C. Utility Coordination

- Coordinate and attend one (1) utility coordination meeting to ensure conflicts are communicated to affected utility owners.
- Provide drawings that show conflicts for coordination purposes with affected utility owners.

D. 10% Conceptual Design

- After completion of the survey, BWSC will prepare engineered site concept plan (10% progress level) for all three sections of Main Street for CLIENT review. BWSC will meet with the CLIENT to review the concept in detail prior to proceeding to Preliminary Design.

E. Public Involvement

Public involvement will include the following:

- Up to twelve (12) Individual/group stakeholder meetings throughout the design process. Stakeholder groups could include, but are not limited to, the following
 - Planning Commission
 - BMA
 - Historic Commission
 - Downtown Kingsport Association (DKA)
 - Property/Business Owners
 - One Kingsport Committee
- One (1) public input session will be held at a predetermined location with the intent of procuring public input on project design and concerns. This meeting will be conducted in an "open house" format during a morning and evening session.
- Up to two (2) online surveys to collect follow-up input after the public meeting.
- BMA Workshop Presentation

TASK 2 – FINAL DESIGN SERVICES

Upon approval of the environmental document and schematic design, BWSC will proceed with design as outlined below. Final design will include Section 1 and Section 2 only.

A. Preliminary Plans Submittal 40%:

- Prepare Preliminary Plans to the 40% level that includes the preliminary layout of the project. This submittal is intended to ensure that expectations are realized before the project proceeds to detailed design. The 40% submittal will include the following:
 - Proposed Streetscape/Hardscape Layout Plan
 - Conceptual Traffic Markings
 - Conceptual Utility Adjustments
 - Conceptual Landscape Development Plan
 - Color rendering
 - Typical Lighting Plan
 - Cut sheets/images for proposed street furnishings
 - Cut sheets/images for proposed street and pedestrian light fixtures per AEP standard fixtures
 - Preliminary Opinion of Probable Construction Cost (OPCC)

B. Right-of-way Plans Submittal 70%:

After 40% design review and completion of CE document, prepare Right-of-Way Plans to the 70% level that include the following:

- OPCC
- Specifications
 - Division 0 & 1 Front End Documents
 - Technical Specifications
- Engineering documents at 70% shall include (at a minimum):
 - Construction Quantity Estimates and General Notes
 - Typical Sections and Construction Details
 - Property Maps
 - Traffic Control Plan

- Present and Proposed Layout Plan
- Signing and Pavement Markings
- Erosion Control Plan
- Cross-Sections
- Culvert Cross Sections
- Property Acquisition Map(s)/Easement Acquisition Table
- Property Legal Description(s) for Acquisitions (as required)
- Street and Pedestrian Lighting Layout and Details
- Hardscape Plans and Details
- Landscape Plans and Details
- Communication Duct Bank Plans

C. Final Design Submittal 90%:

Prepare Construction Plans to the 90% level that include the following:

- Final OPCC
- Final Specifications
- Detailed engineering documents to include:
 - Construction Quantity Estimates and General Notes
 - Typical Sections and Construction Details
 - Property Maps
 - Traffic Control Plan
 - Present and Proposed Layout Plan
 - Signing and Pavement Markings
 - Traffic Control Equipment and Signal System Plan (see note below)
 - Erosion Control Plan
 - Cross-Sections
 - Culvert Cross Sections
 - Street and Pedestrian Lighting Layout and Details
 - Hardscape Plans and Details
 - Landscape Plans and Details

The project includes traffic signal & intersection design, including the following:

- Evaluation and redesign of the Main Street and Broad Street intersection signalization or design of a round-a-bout
- Re-establishment of the CSX crossing signal
- Intersection design and aesthetic treatments

D. Construction Submittal 100%:

Final Construction Plan submittal shall include all necessary information for Bid Administration.

TASK 3 – WATER & SANITARY SEWER DESIGN

BWSC will provide construction design for the domestic water and sanitary sewer for Sections 1 and 2 of Main Street. This design will be incorporated into the overall project design package and will be included as part of the 40%/70%/90% submittals outlined in Task 2 above. Design documents will include the following:

- OPCC
- Specifications
- Detailed engineering documents to include:
 - Construction Quantity Estimates and General Notes
 - Typical Sections and Construction Details
 - Waterline Relocation Plans
 - Sanitary Sewer Relocation Plans

TASK 4 – OVERHEAD UTILITY RELOCATION & UNDERGROUNDING

BWSC will provide design services and utility coordination related to the overhead electrical and communications utility relocation and undergrounding. The overhead utilities include electric (Appalachian Electric Power), communications (Century Link) and cable (Charter). The design will include a combination of relocated poles (designed by AEP) and a shared trench/duct banks in Section 1 as depicted on Attachment B. This design will be incorporated into the overall project design package and will be included as part of the 40%/70%/90% submittals outlined in Task 2 above. Design and coordination will include the following:

- Duct Bank Plans and Details (progressively submitted to utilities for approval at each milestone)
- Drawings will incorporate electrical infrastructure to be installed by all parties in order to provide for coordination of installation of all utilities
- Construction Quantity Estimates and General Notes
- Typical Sections and Construction Details including above grade and underground utility equipment
- Coordination with utilities and property owners regarding design and service reconnections

TASK 5 – PERMITTING

BWSC will provide the following permitting and agency coordination services:

- Railroad – BWSC will coordinate with the Railroad to assist client in obtaining approval of rail related work.
- TDOT – BWSC will coordinate design of roadway with TDOT to assist client in obtaining approval of the Client's portion of work.
- Stormwater approval – BWSC will submit plans to the City Stormwater Department for their review and approval.
- Engineering Department approval – BWSC will submit plans to the Engineering Department for their review and approval.
- Water/Sewer Approval – BWSC will submit plans to the City Water/Sewer Department for their review and approval.
- TDEC Utility Coordination – Final water and sewer plans will be submitted to TDEC to assist Client with obtaining permit.
- TDEC SWPPP Coordination – BWSC will prepare the SWPPP and Notice of Intent (NOI) and submit to TDEC.

TASK 6 – BID ADMINISTRATION

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

- Coordinate and assist with advertisement and solicitation of bids.
- Prepare and issue addendums as required during the bid phase.
- Attend pre-bid meeting.

TASK 7 – CONSTRUCTION SUPPORT

It is assumed that the Client will obtain CEI from a 3rd party professional services firm as required by TDOT. However, based on BWSC's previous experience, it is expected some design team involvement will be required during construction. Therefore, BWSC has included a cost-plus fee with an allowance of \$5,000.00 in this proposal to cover the tasks listed below.

- Attend a pre-construction meeting with the selected contractor and the CLIENT
- Provide answers to RFI's as requested by CLIENT

TASK 8 – MISCELLANEOUS PROJECT SUPPORT

BWSC expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined above in Section II. Therefore, BWSC has included a cost-plus fee with an allowance of \$10,000.00 in this proposal to cover any unforeseen requests from the Client and/or permitting agencies. This line item is included in Section VII. A detailed list of excluded services is provided below.

III. PROJECT UNDERSTANDINGS, ASSUMPTIONS AND EXCLUSIONS

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

1. Access to site and adjoining areas, as required.
2. Permit, recording fees, etc. to be paid by Client.
3. BWSC will provide an OPCC of the various design components. In providing the OPCC, the Client understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that BWSC's OPCC are made on the basis of BWSC's professional judgment and experience. BWSC makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BWSC's OPCC.
4. It is assumed that two (2) of the properties along the corridor will require a Property Acquisition. The fee included for the effort to prepare Property Acquisition Maps/Easement Tables and legal descriptions for Property Acquisitions is based on this assumption. Given the ROW width and proposed section, it is assumed that all properties will require a temporary construction easement.
5. Right-of-Way Appraisals and Negotiation services are not included.
6. There are historical structures located along the project corridor. Design will not impact any building structures; however, BWSC will coordinate with the Historic Commission on streetscape design solutions in these areas.
7. BWSC will plan, conduct and document 12 stakeholder meetings and 6 design review meetings during this project.
8. It is assumed that all overhead and natural gas utility relocation designs are by others.
9. Runouts (customer services) from new duct bank to customer (beyond ROW's) are understood to be by the utility companies, and not in basic design scope.
10. The City will camera their utilities to determine their condition and the extents of utility replacement needed.
11. It is assumed that the communication duct banks will include conduit for Century Link and Charter only. It will be a single underground duct bank running parallel to Main Street. The infrastructure will include empty conduits for communications utility

systems (telephone, internet, and CATV). Communications cables will be furnished and installed by the local communications utility companies.

12. This proposal includes conceptual design for all three sections of Main Street, and Final Design for Section 1 and 2 per available funding.
13. Offsite utility design services can be provided as an additional service.
14. Design fee is based upon the route identified in the project description and as indicated on Attachment B. Modification or changing of the project route may require additional services, depending upon the scope and timing of changes.
15. Descriptions and exhibit drawings for the acquisition of easements are to be prepared one time if noted herein.
16. Irrigation is not included within the Scope of Services.
17. All environmental, property and zoning issues are assumed to have been resolved.
18. Based on the project scope, no field study is anticipated for the C-list Categorical Exclusion.
19. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the contractor or Client.
20. Any underground tanks are to be identified by others and are not included in this scope.
21. Roadway design is limited to extents shown per Attachment B.
22. Geotechnical field exploration and report to be provided by others.
23. The final design fee for Task 2, outlined in Section VII, provides a separate fee for Section 1 and Section 2 of Main Street. These fees are contingent upon a concurrent execution and preparation of a single construction package, otherwise additional services will be required resulting from additional drawings, submittals, meetings, etc.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees:

1. Final Construction Design for Section 3.
2. Retaining Wall or Acoustic Wall Design
3. Offsite drainage design
4. Sanitary sewer lift station design
5. Irrigation design
6. Traffic study
7. Utility design services (e.g. main relocations and/or extensions) not included in Section II
8. Floodway modeling/studies
9. Wetlands and stream permitting
10. Environmental studies and sinkhole disturbance permitting, and other environmental reports unless noted herein
11. Bus shelter design
12. CEI services during construction
13. Construction staking
14. ALTA/ACSM land title survey
15. Easement exhibits and descriptions not included in Section II
16. As-Built survey
17. Signalization design not already identified under Section II.
18. Record drawing preparation based upon markups prepared by the general contractor
19. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
20. Photo-metric studies of site lighting above and beyond existing standard typical point-by-point calculations required to determine appropriate pole spacing, including but not limited to light level renderings, simulations, or point-by-points calculation for the entire road corridor
21. Preparation of multiple, separate construction contract packages
22. LEED certification
23. Design Modifications during construction

- 24. Monument sign design
- 25. Wayfinding signage design

IV. TIME OF PERFORMANCE

BWSC is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, BWSC has prepared the following milestone schedule for design services.

Tasks	Duration
Design	485 days
Survey	60 days (from NTP)
Environmental Clearance (including 10% Design & public input)	90 days (from NTP)
• Client Review	7 days
• TDOT Review	30 days
Preliminary Plans Submittal (40%)	45 days
• Client Review	7 days
• TDOT Review	30 days
ROW Plans Submittal (70%)	90 days
• Client Review	7 days
• TDOT Review	30 days
Final Design Submittal (90%)	45 days
• Client Review	7 days
• TDOT Review	30 days
Construction Submittal (100%)	30 days
• Client Review	7 days
• TDOT Review	30 days

V. CLIENT'S RESPONSIBILITIES

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

- A. Provide information as required to support development of BWSC's scope as outlined in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VI. DELIVERABLES

As part of BWSC’s professional services, the following Deliverables will be produced:

- A. Environmental Document
- B. Topographic Survey
- C. Color Rendering and 10% Plans
- D. Preliminary Plans
- E. Right-of-Way Plans
- F. Final Plans
- G. Construction Plans

Note: Hard copies of the Permit Plans will be provided to the various permit agencies per their requirements. PDF’s and three hard copies will be provided to the Client at each submittal.

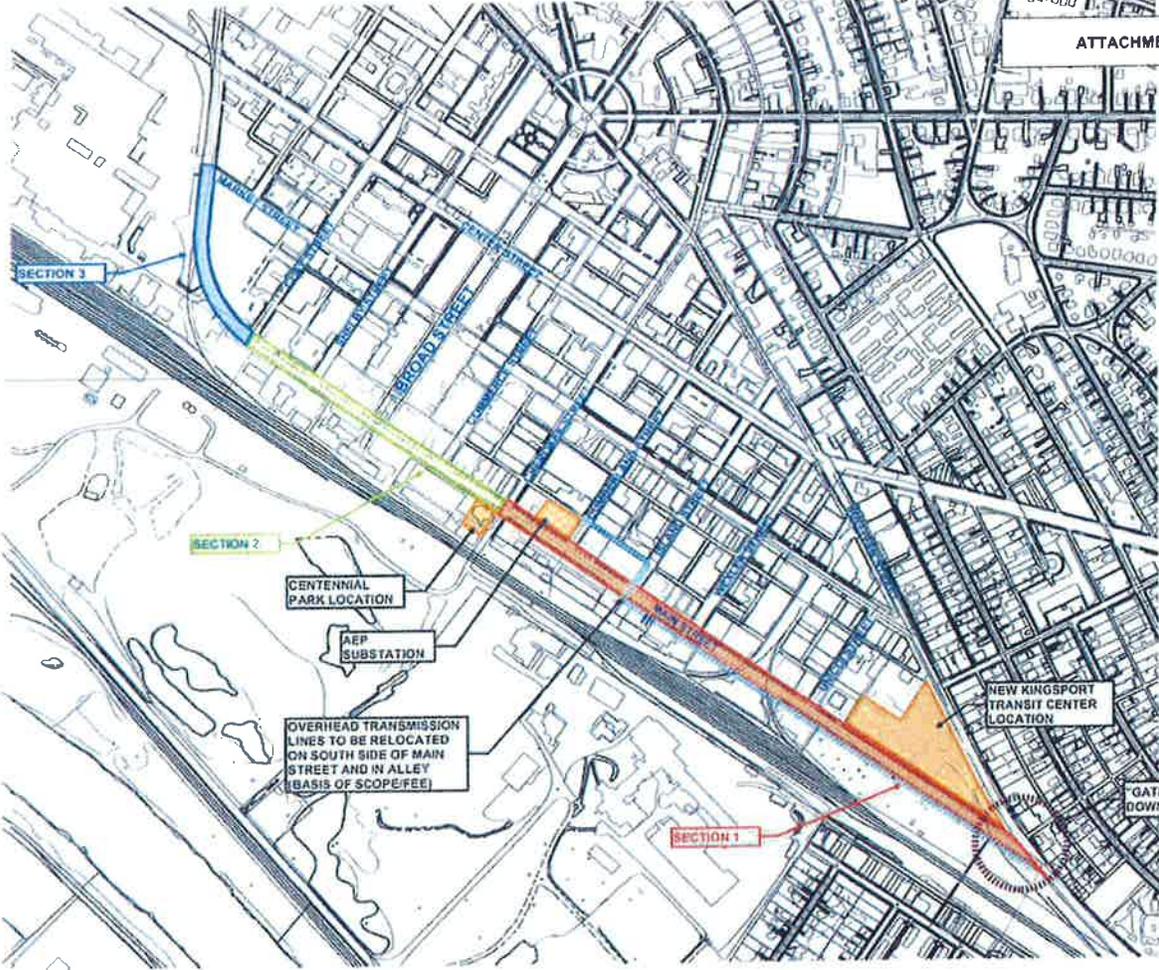
VII. COMPENSATION

The compensation to be paid to BWSC for providing requested services shall be as follows:

Fee Summary Table

Items	Fee Type	Fee Amount
Task 1 – Pre-Design Services	Cost Plus	\$147,060.00
*Task 2A – Final Design Services – Main Street Section 2	Cost Plus	\$189,760.00
*Task 2B – Final Design Services – Main Street Section 1	Cost Plus	\$139,610.00
Task 3A – Water Design	Cost Plus	\$33,300.00
Task 3B – Sanitary Sewer Design	Cost Plus	\$50,000.00
Task 4 – Overhead Utility Relocation & Undergrounding	Cost Plus	\$106,500.00
Task 5 – Permitting	Cost Plus	\$10,000.00
Task 6 – Bid Administration	Cost Plus	\$6,500.00
Task 7 – Construction Support	Cost Plus	\$5,000.00
Task 8 – Miscellaneous Project Support	Cost Plus	\$10,000.00
TOTAL	CP	\$697,730.00

*** The fees for Task 2A and 2B are contingent upon a concurrent execution and preparation of a single construction package, otherwise additional services will be required.**





AGENDA ACTION FORM

Enter into an Agreement for Riverport Road and Bays Mountain Park Road Stabilization

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

Action Form No.: AF-11-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:

Proposals were received from GeoStabilization International (GSI) for Riverport Road and Bays Mountain Park Road stabilization. The proposals and pricing are based on GSI's Statewide Contract with the State of Tennessee for Soil Nailing Service (SWC #191).

The proposal for severe erosion / scour stabilization along Riverport Road provides permanent shoulder failure repair to preserve the existing road platform for a total amount of \$479,070.00. Funding for this project is available and identified in GP1723.

The proposal for landslide stabilization along Bays Mountain Park Road provides permanent landslide stabilization to preserve the existing road platform for a total amount of \$203,500.00. Funding for this project is available and identified in GP1720.

It is recommended to enter into an agreement with GSI for both projects in the amount of \$682,570.00.

Attachments:

- 1. Resolution
- 2. Proposal for Riverport Road (4 pgs.)
- 3. Proposal for Bays Mountain Park Road (4 pgs.)

Funding source appropriate and funds are available: *js* _____

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

RESOLUTION NO. _____

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

WHEREAS, staff recommends entering into an agreement with GeoStabilization International (GSI) for the Riverport Road and Bays Mountain Road Stabilization; and

WHEREAS, the proposal for severe erosion/scour stabilization along Riverport Road provides permanent shoulder failure repair to preserve the existing road platform for a total amount of \$479,070.00, and funding for this project is available in GP1723; and

WHEREAS, the proposal for landslide stabilization along Bays Mountain Park Road provides permanent landslide stabilization to preserve the existing road platform for a total amount of \$203,500.00, and funding for this project is available in GP1720; and

WHEREAS, pursuant to T.C.A. § 12-3-1201 the city is authorized to procure this service through the contract the state has with GeoStabilization International.

Now therefore,

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

SECTION I. That an agreement with GeoStabilization International (GSI) for Riverport Road and Bays Mountain Road Stabilization projects 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 GeoStabilization International 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 17th day of January, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



J. Reid Bailey, P.E.
 Senior Engineer
 P: 855.579.0536 | F: 970.245.7737
 E: reid@gsi.us | C: 423.619.8576
 www.geostabilization.com

November 30, 2015

Mr. Michael Thompson
 City of Kingsport, TN
 225 W. Center Street
 Kingsport, TN 37660

Email: MichaelThopson@KingsportTN.gov

Phone: 423-224-2748

Subject: Proposal for **Severe Erosion / Scour Stabilization along Riverport Road**
 City of Kingsport, TN – Based On State of Tennessee Statewide Annual Contract
 GeoStabilization International (GSI) Vendor ID: 0000160610
 Contract Number: 000000000000000000042295
 Title: SWC #191: Soil Nailing Service

Dear Mr. Thompson:

GeoStabilization International® (GSI®) is pleased to offer this proposal to provide permanent shoulder failure repair to preserve the existing road platform at the area located along Riverport Road for the City of Kingsport, Tennessee. This proposal and pricing is based on our Statewide Contract with the State of Tennessee for Soil Nailing Service.

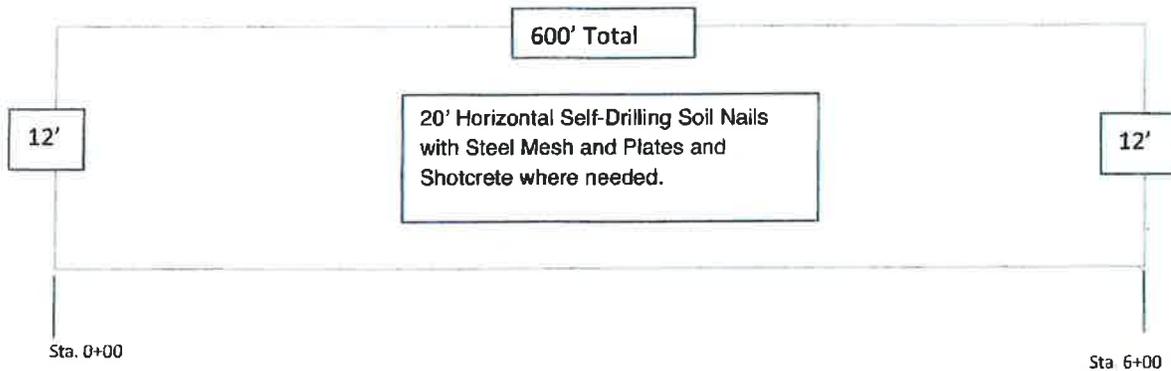
Project Overview

This proposal addresses installing a combination of Self Drilling Soil Nails, Steel Mesh and Plates, and Shotcrete to provide stabilization for the road platform along Riverport Road in Kingsport, TN at the Location shown below. The base price repair area, as of today's date, is 600 LF for budgetary use by the City of Kingsport. Final length to be determined by the City.



Scope of Work

CITY OF KINGSPORT or a CITY OF KINGSPORT approved excavation contractor shall prepare the slope by removing any vegetation and shaping the slope for approximately 12 slope feet (ft). GSI will then install Nails, Self-Drilling, up to 20 ft horizontally and will leave the nail ends protruding through the soil. The following Sketch shows the slide repair with up to four (4) rows of soil nails evenly spaced across a 12ft tall repair height. Actual nail lengths may vary and additional stability measures may be required below our repair area. Sketch below is as facing the Slide and final repair lengths to be determined by the City of Kingsport.



Cost for Slope Stabilization

Description	~ Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 10,500	\$ 10,500
Nails, Self Drilling Soil, up to 20 ft (Horizontal)	602	EA	\$ 585	\$ 353,170
Steel Mesh & Plates	7200	EA	\$ 12.50	\$ 90,000
Shotcrete, 6" Thickness	1200	SF	\$ 22	\$ 36,400
Total				\$ 479,070

CITY OF KINGSPORT will need to provide the items listed below in the yellow highlighted area under Resources. The excavation for the slide repairs will be performed by CITY OF KINGSPORT from the road platform. It is anticipated that CITY OF KINGSPORT will need to shut down the outer lane of traffic for the proposed repairs. GSI will work with CITY OF KINGSPORT to achieve the appropriate slope geometry for the repair areas.

Resources

Items to be Provided By CITY OF KINGSPORT:

- Right-of-way space where available to receive and unload materials shipped by GSI, and an area to park our equipment after work hours.
- Installation/Removal of Guardrail if required.
- Erosion Control, Vegetation / Tree Removal, Clearing, Grubbing, Excavation, Benching, Temporary Access Construction Roads, & haul off along Work Area as directed by GSI.
- A supply of water suitable for construction use.
- Backfill material (if required).
- The resulting disturbed soil areas should be seeded and covered with straw matting by CITY OF KINGSPORT or others.
- Once the slide area has been stabilized, CITY OF KINGSPORT should assess milling, pavement resurfacing, and permanent striping in the repair area.
- Traffic Control and Traffic Control Barriers

Our equipment is mounted on tracks allowing the work to be accomplished from the road platform. This work zone shall be provided and protected by CITY OF KINGSPORT forces. We will park our equipment off the road and near the site during non-working hours.

NOTE: IF GSI IS REQUESTED TO COORDINATE OR IMPLEMENT WORK OUTSIDE OF OUR CONTRACT PAY ITEMS, GSI WILL BILL PER OUR CONTRACT AT COST PLUS 15%. INVOICE FROM SUBCONTRACTOR WILL BE SHOWN ALONG WITH GSI MARKUP.

Schedule

Barring unforeseen delays, this project should take approximately 25 working days to complete. The schedules are based on GSI working 6 day work weeks during daylight hours for the slide repairs, and Monday – Saturday.



Other

Our price also includes design and we will supply a Tennessee P.E. stamped typical section. Our work also carries a seven-year warranty commencing after GSI project completion for permanent installations. This warranty is void absent GSI receiving mutually agreed project payment. If at any point within the warranty period the repaired section becomes unstable, GSI will, in a timely manner, remedy the situation with a design/construction solution at no cost to the owner. This warranty does not cover work completed by others or shallow surface erosion problems that may develop in the future. Exceptions to the warranty include catastrophic seismic, weather, or other events outside reasonable accounting in design (including earthquakes and weather events exceeding expectation for the region) or further construction by third parties that destabilizes the repair (including utility trenches dug into or through any soil nails, deep excavations in the area, etc). Extreme storm water volumes may cause erosion which could undermine the repaired areas which may void this warranty. After such an event these areas should be checked for erosion.

If you have any questions please feel free to contact me at the 423-619-8576 or via e-mail at reid@gsi.us.

GeoStabilization International

A handwritten signature in black ink that reads 'J. Reid Bailey'.

By: J. Reid Bailey, PE
Senior Engineer



J. Reid Bailey, P.E.
 Senior Engineer
 P: 855.579.0536 | F: 970.245.7737
 E: reid@gsi.us | C: 423.619.8576
 www.geostabilization.com

December 1, 2015

Mr. Michael Thompson
 City of Kingsport, TN
 225 W. Center Street
 Kingsport, TN 37660

Email: MichaelThopson@KingsportTN.gov

Phone: 423-224-2748

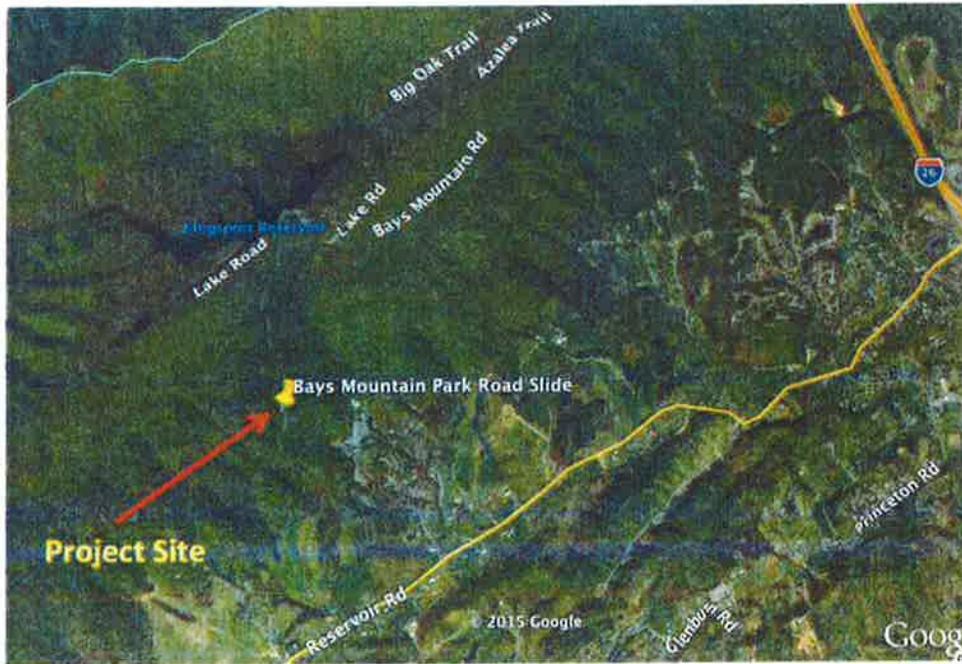
Subject: Proposal for **Landslide Stabilization along Bays Mountain Park Road**
 City of Kingsport, TN – Based On State of Tennessee Statewide Annual Contract
 GeoStabilization International (GSI) Vendor ID: 0000160610
 Contract Number: 000000000000000000042295
 Title: SWC #191: Soil Nailing Service

Dear Mr. Thompson:

GeoStabilization International® (GSI®) is pleased to offer this proposal to provide permanent landslide stabilization to preserve the existing road platform at the area located along Bays Mountain Park Road for the City of Kingsport, Tennessee. This proposal and pricing is based on our Statewide Contract with the State of Tennessee for Soil Nailing Service.

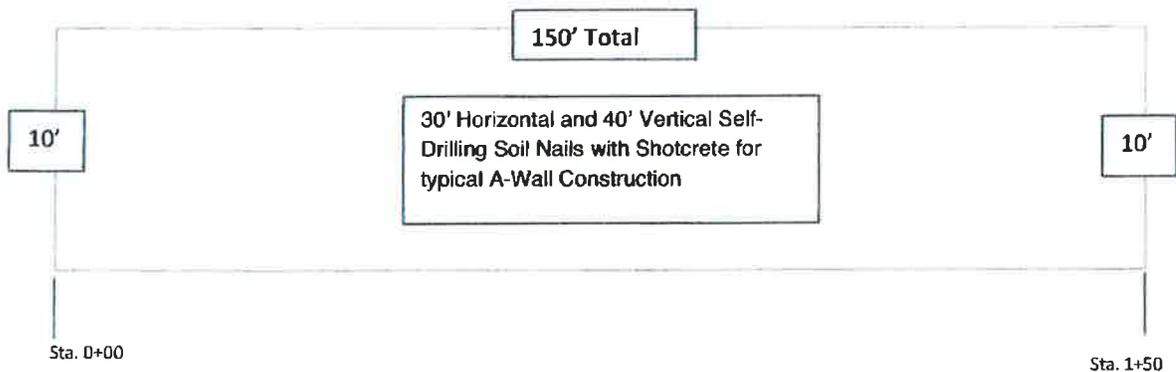
Project Overview

This proposal addresses installing a combination of Self Drilling Soil Nails, Steel Mesh and Plates, and Shotcrete to provide stabilization for the road platform along Bays Mountain Park Road in Kingsport, TN at the Location shown below. The limits of this repair area, as of today's date, is 150 LF. This proposed repair length was walked in the field.



Scope of Work

CITY OF KINGSPORT or a CITY OF KINGSPORT approved excavation contractor shall prepare the slope by removing any vegetation and shaping the slope for approximately 10 slope feet (ft). GSI will then install Nails, Self-Drilling, up to 30 ft horizontally and 40 ft vertically and will leave the nail ends protruding through the soil. The following Sketch shows the slide repair with two (2) rows of horizontal soil nails evenly spaced on 4' centers across a 10ft tall repair height, and one row of vertical soil nails (micropiles) on 2' centers along the 150 LF repair area. Actual nail lengths may vary and additional stability measures may be required below our repair area. Sketch below is as facing the Slide and final repair lengths to be determined by the City of Kingsport.



Cost for Slope Stabilization

Description	~ Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 10,500	\$ 10,500
Nails, Self Drilling Soil, up to 30 ft (Horizontal)	77	EA	\$ 750	\$ 57,750
Nails, Self Drilling Soil, up to 40 ft (Vertical)	75	EA	\$ 950	\$ 71,250
Shotcrete, 6" Thickness for back wall excavation	1000	EA	\$ 22	\$ 22,000
Shotcrete, 12" Thickness	1500	SF	\$ 28	\$ 42,000
Total				\$ 203,500

CITY OF KINGSPORT will need to provide the items listed below in the yellow highlighted area under Resources. The excavation for the slide repairs will be performed by CITY OF KINGSPORT from the road platform. It is anticipated that CITY OF KINGSPORT will need to shut down the outer lane of traffic for the proposed repairs. GSI will work with CITY OF KINGSPORT to achieve the appropriate slope geometry for the repair areas.

Resources

Items to be Provided By CITY OF KINGSPORT:

- Right-of-way space where available to receive and unload materials shipped by GSI, and an area to park our equipment after work hours.
- Installation/Removal of Guardrail if required.
- Erosion Control, Vegetation / Tree Removal, Clearing, Grubbing, Excavation, Benching, Temporary Access Construction Roads, & haul off along Work Area as directed by GSI.
- A supply of water suitable for construction use.
- Backfill material (if required).
- The resulting disturbed soil areas should be seeded and covered with straw matting by CITY OF KINGSPORT or others.
- Once the slide area has been stabilized, CITY OF KINGSPORT should assess milling, pavement resurfacing, and permanent striping in the repair area.
- Traffic Control and Traffic Control Barriers

Our equipment is mounted on tracks allowing the work to be accomplished from the road platform. This work zone shall be provided and protected by CITY OF KINGSPORT forces. We will park our equipment off the road and near the site during non-working hours.

NOTE: IF GSI IS REQUESTED TO COORDINATE OR IMPLEMENT WORK OUTSIDE OF OUR CONTRACT PAY ITEMS, GSI WILL BILL PER OUR CONTRACT AT COST PLUS 15%. INVOICE FROM SUBCONTRACTOR WILL BE SHOWN ALONG WITH GSI MARKUP.

Schedule

Barring unforeseen delays, this project should take approximately 20 working days to complete. The schedules are based on GSI working 6 day work weeks during daylight hours for the slide repairs, and Monday – Saturday.



Other

Our price also includes design and we will supply a Tennessee P.E. stamped typical section. Our work also carries a seven-year warranty commencing after GSI project completion for permanent installations. This warranty is void absent GSI receiving mutually agreed project payment. If at any point within the warranty period the repaired section becomes unstable, GSI will, in a timely manner, remedy the situation with a design/construction solution at no cost to the owner. This warranty does not cover work completed by others or shallow surface erosion problems that may develop in the future. Exceptions to the warranty include catastrophic seismic, weather, or other events outside reasonable accounting in design (including earthquakes and weather events exceeding expectation for the region) or further construction by third parties that destabilizes the repair (including utility trenches dug into or through any soil nails, deep excavations in the area, etc). Extreme storm water volumes may cause erosion which could undermine the repaired areas which may void this warranty. After such an event these areas should be checked for erosion.

If you have any questions please feel free to contact me at the 423-619-8576 or via e-mail at reid@gsi.us.

GeoStabilization International

A handwritten signature in black ink that reads 'J. Reid Bailey'.

By: J. Reid Bailey, PE
Senior Engineer



AGENDA ACTION FORM

Enter into 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

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

Action Form No.: AF-18-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Hazen and Sawyer completed the design for West Kingsport Improvements Project in 2015. Funding is now available to begin construction. The project will eliminate Pendragon sewer lift station and replace it with 3100' of 16" gravity sewer. The West Kingsport sewer lift station will be upgraded to a submersible station with a duty wet well and separate wet weather wet well and 5000' of force main to the wastewater treatment plant. This agreement will move the project into the construction phase and includes 100% design submittal, bidding services and construction services. The contract amount being requested is \$380,000.

The improvements to these pump stations are necessary to reliably convey wastewater from the West Kingsport drainage basin to the wastewater treatment plant and prevent sewer overflows into the S. Fork Holston. Improvements are required due to the age (1960's), as well as, maintenance and safety issues associated with stations.

Funding is available and identified in sewer project SW1708.

Attachments:

1. Resolution
2. Hazen and Sawyer Proposal
3. Location Map

Funding source appropriate and funds are available: *JA*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR THE WEST KINGSPORT 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

WHEREAS, the West Kingsport Improvements Project design was completed by Hazen and Sawyer in 2015; and

WHEREAS, the city would now like to begin construction; and

WHEREAS, the city would like to enter into a professional services agreement with Hazen and Sawyer for the construction phase of the project including design submittal, bidding services and construction services; and

WHEREAS, the cost of the construction contract is \$380,000.00; and

WHEREAS, funding is available in sewer project SW1708.

Now therefore,

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

SECTION I. That a professional services agreement with Hazen and Sawyer for the construction phase of the West Kingsport Improvements Project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the professional services agreement with Hazen and Sawyer 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.

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 17th day of January, 2017

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615.783.1515

December 15, 2016

Ms. Niki Ensor, P.E.
Water/Wastewater Manager
City of Kingsport
620 W. Industry Dr.
Kingsport, TN 37660

**Re: Proposal for Design Completion and Construction Phase Services
West Kingsport PS upgrade, Pendragon PS elimination and gravity sewer improvements**

Dear Niki:

Hazen and Sawyer (Hazen) is pleased to submit this proposal for design and construction phase services for the West Kingsport and Pendragon pumping stations. The scope includes finalizing design and construction phase services for the project previously placed on hold until funding became available.

We propose that Michael Orr continue as project manager for the project. He will allocate, monitor and adjust Hazen and sub-consultant resources as necessary to complete the scope of work within the schedule and budget. The following sections outline our proposed scope of work.

1. **100% Design Submittal:** Hazen will conduct final internal QC review/revisions of the existing Drawings and Project Manual and will submit drawings in PDF format and printed full size for review by Kingsport. Items to be included in the 100% submittal are as follows:
 - Full sized stamped drawings (3 sets)
 - Bound and stamped Project Manual (3 sets)
 - Completed regulatory permit applications
 - Hydraulic modeling results for the Pump Station, Gravity Sewer, and Force Main
 - Easement descriptions and exhibits (required for 15 parcels)

- A. **Permitting:** Hazen will submit required documents to state and local regulatory agencies for approval as needed to acquire necessary permits for construction. The following are anticipated for this project:
 - TDEC NPDES
 - TDEC WPC
 - TVA

Hazen will coordinate with each permitting agency in advance of the permit preparation process. Prior to submission to appropriate agencies, Hazen will submit each package to Kingsport for review, fees, and signatures. Fees are not included in this proposal. Hazen will maintain communication with each agency and track the submittal and approval process.

- B. **Easements/Acquisition of Property:** Easement negotiation will be performed by Kingsport. Hazen, via a sub-consultant, will prepare and provide to Kingsport the following information in electronic format:

- Name, address, telephone, and deed book/page of the affected property owners, MS Word
 - Legal description for each parcel, MS Word
 - Map exhibit, PDF
2. **Procurement:** Hazen will prepare bid documents per the Kingsport purchasing guidelines. Hazen will be responsible for answering questions and preparing addendums during the bidding process and conduct a pre-bid conference, attend bid opening, review bids and make an award recommendation to Kingsport. After approval, Hazen will prepare contract documents for signatures by Kingsport and the Contractor.
3. **Construction Services:** Hazen will conduct a pre-construction meeting, review submittals, provide RFI and Change Order review/recommendation and review monthly contractor pay requests. Hazen will coordinate project closeout documentation and prepare record drawings based upon markups provided by the Contractor and RPR. Hazen's Construction Manager will perform periodic site inspections to coincide with the monthly progress meeting. One site visit per month is assumed.
- A. **Project Status Reports:** Hazen will prepare a brief status report and issue to Kingsport via email each Month throughout the project. Each report will include the status of milestones, updates on project activities, follow up on action items and other information pertinent to the project.
- B. **RPR:** Hazen will provide an onsite full-time Resident Project Representative (RPR) which will be supplied by LDA. RPR services and budget are based upon a 50-hour work week for an anticipated 9-month construction period.

Hazen proposes to perform this scope of services for a not-to-exceed fee of **\$380,300**, to be invoiced monthly based on established hourly rates and time documented, plus expenses. Hazen will begin work immediately upon notice to proceed. The 100% Design Submittal will be completed and submitted to Kingsport within 60 days of notice to proceed.

No out-of-scope work will be performed without prior written approval by Kingsport. If unforeseen conditions or consulting needs arise beyond what is specifically mentioned in the Scope of Services above, and upon prior written approval by Kingsport, Hazen will provide the additional services on an hourly basis based upon rates established between Kingsport and Hazen. Environmental assessment, public meetings, and easement acquisition/negotiation are not included in the scope of work.

As always we appreciate the opportunity and look forward to working with Kingsport to complete the project. Please contact Michael Orr or me if you have questions or require additional information.

Sincerely,
Hazen and Sawyer



Scott Woodard, P.E.
Vice President

cc: Michael Orr, P.E. (Project Manager)

of Pendragon SLS
of 16" gravity to
port SLS.

Upgrade of West
Kingsport SLS and
construction of 5000' of
16" FM to WWTP

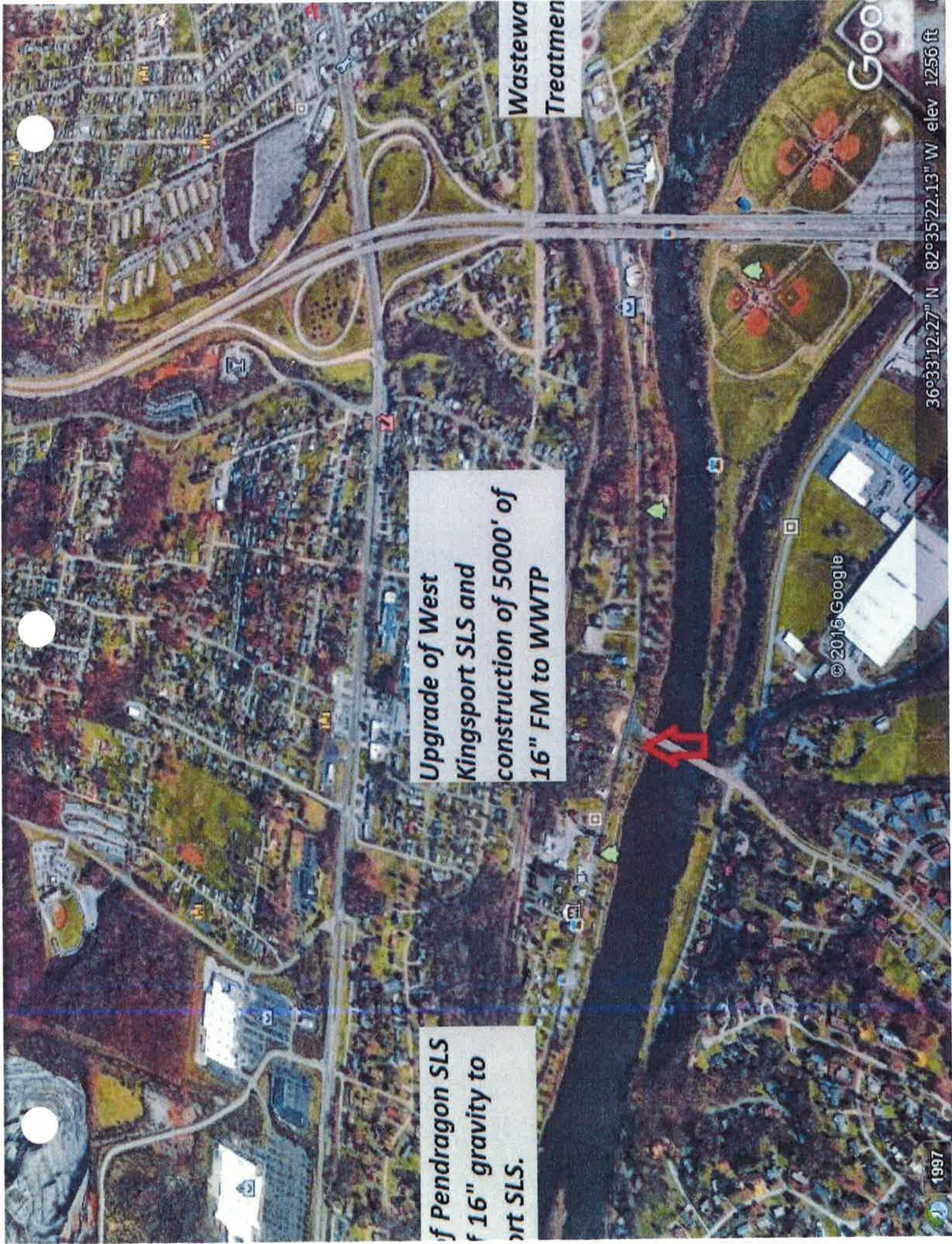
Wastewa
Treatment

© 2016 Google

Go

1997

36°33'12.27" N 82°35'22.13" W elev 1256 ft





AGENDA ACTION FORM

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

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

Action Form No.: AF-15-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Stephen Robbins
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Department of Environment & Conservation (TDEC), Division of Water Resources recently issued a new General NPDES Permit for Municipal Separate Storm Sewer Systems (MS4) to the City of Kingsport. A Notice of Intent must be submitted by February 1, 2017 to explain how the City's Stormwater Utility will adhere to and perform the requirements of the permit. The information submitted is necessary to obtain coverage under the permit to discharge stormwater runoff from the municipality to the receiving streams.

Attachments:

- 1. Resolution
- 2. NOI Document (23 pgs.)

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PHASE II STORMWATER PERMIT NOTICE OF INTENT TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DIVISION OF WATER RESOURCES AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE NOTICE OF INTENT

WHEREAS, the Tennessee Department of Environment & Conservation (TDEC), Division of Water Resources recently issued a new General NPDES Permit for Municipal Separate Storm Sewer Systems (MS4) to the City of Kingsport; and

WHEREAS, a notice of intent must be submitted by February 1, 2017 explaining how the city's stormwater utility will adhere to and perform the requirements of the permit.

Now therefore,

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

SECTION I. That the Phase II Stormwater Permit Notice of Intent to the Tennessee Department of Environment & Conservation (TDEC), Division of Water Resources 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 Phase II Stormwater Permit Notice of Intent to the Tennessee Department of Environment & Conservation (TDEC), Division of Water Resources and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the notice 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 notice that do not substantially alter the material provisions of the notice, 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 17th day of January, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Tennessee Department of Environment and Conservation
 Division of Water Resources
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 11th Floor, Nashville, Tennessee 37243

Phase II Stormwater Permit Notice of Intent (NOI)
 Phase II Municipal Separate Storm Sewer Systems (MS4)

PURPOSE

The purpose of this Notice of Intent (NOI) is for a Tennessee city, county, utility district, university or military base to submit the information necessary to obtain coverage under an NPDES permit to discharge stormwater runoff from a Phase II municipal separate storm sewer system.

INSTRUCTIONS

You must provide the following information to the Division of Water Resources as application material. You may either submit a hard copy of the signed NOI as described in sub-part 2.2.1 of the MS4 Permit, signed in accordance with the signatory requirements of sub-part 6.7 of the permit, and a copy of the NOI, to the address shown in sub-part 1.2 of the permit for the EFO responsible for the county where the facility is located; or you may submit by e-mail, the completed NOI and attachments (such as map and city ordinances) to water.permits@tn.gov.

After completing the questions in each section, list the Best Management Practices (BMPs) that you will implement in each program. Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

After completing the BMP's in each section provide the administrative information to complete those BMP's as explained here:

Primary Contact and Position/Title	The person in your organization serving as the primary contact.
Other Department and Roles	Other departments within your organization involved in the project and how their role is identified.
Other Government Entity and Roles	Identification of other government entities responsible for implementing one or more of the BMP's. Include a copy of the contract or proposed agreement with execution schedule.
Other Institutions and Roles	Identification of partnerships with another MS4 operator or institution (e.g., Chamber of Commerce, environmental interest organizations, civic groups) to achieve the BMP's.
Target Groups (if applicable)	Specific kinds of groups that will be targeted, such as service industries (i.e., carpet cleaning), civic groups, schools, and church groups, etc.

PART I - ADMINISTRATIVE INFORMATION

Name of Phase II MS4 city, county, stormwater utility district or public institution: Kingsport

Include a latitude and longitude of a representative location within your boundaries for mapping purposes.
 Latitude (dd.dddd): 36.547737 Longitude (dd.dddd): -82.560661

John Clark Mayor
 Responsible Elected Official or Officer Title

25 W. Center Street Kingsport TN 37660
 Street Address City State Zip Code

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

PROGRAM CONTACT

Stephen Robbins, PE

Name

steverobbins@kingsporttn.gov

Email Address

(423) 245-2167

Phone Number

TECHNICAL CONTACT

David Edwards, PE

Name

davidedwards@kingsporttn.gov

Email Address

(423) 341-5973

Phone Number

Attach an organizational chart that shows the different departments involved in stormwater management.

PART II - DESCRIPTION OF STORM SEWER SYSTEM

ITEM A - AREA SERVED (IN SQUARE MILES)

For a city, town, university, or utility district university or military base:

Provide jurisdiction area within current boundaries	<u>53.42</u>
Provide additional area of urban growth boundary	<u>47.09</u>

For a county:

Provide total area:	_____
Provide area that is unincorporated	_____
Provide unincorporated, urbanized area (UA)	_____

Indicate by checking the appropriate box if the permit will be used to regulate non-UA portions of the county:

- No
- Yes, the entire county (unincorporated)
- Yes, the non-UA portions, as follows: _____

ITEM B - STORM DRAINAGE INFRASTRUCTURE

Give figures for the following features of stormwater drainage infrastructure owned or operated by the local government. For a county government, indicate whether the figures represent the entire county or only the urbanized area. Figures for length and number of culverts and catch basins may be rough estimates.

For counties: Entire county Urbanized area only

Storm Sewers	<u>450</u> (miles or feet)	Open Ditches	<u>1,981</u> (miles or feet)
Culverts	<u>3,000</u>	Catch Basins	<u>8,000</u>
Water Quality Treatment Ponds	<u>8* 1 pond, 4 structural units, 1 parking lot w/porous pavement and bioswale, 1 parking lot w/bioswales and 1 parking lot w/porous pavement.</u>		

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

ITEM C - MAPS

include a map or maps depicting the following information. A single map may be submitted, as long as the information is legible. If you are not able to provide all the information mark the applicable check box and attach an explanation as to why the information has not been submitted:

- | | | | |
|---|-------------------------------------|--|-------------------------------------|
| Areas zoned for commercial or industrial activity | <input type="checkbox"/> | Military Installations | <input checked="" type="checkbox"/> |
| Municipally owned/operated industrial activities | <input type="checkbox"/> | State vocational, technical, college or universities | <input type="checkbox"/> |
| Municipal or County Wastewater Treatment Plants | <input type="checkbox"/> | Federal vocational, technical, college or universities | <input checked="" type="checkbox"/> |
| Municipal Vehicle Fleet Maintenance Centers | <input type="checkbox"/> | City Roads | <input type="checkbox"/> |
| Municipal Power Plants | <input checked="" type="checkbox"/> | County Roads | <input type="checkbox"/> |
| Municipal Airports | <input type="checkbox"/> | Streams | <input type="checkbox"/> |
| Municipal Landfills | <input type="checkbox"/> | Topography or General Drainage Patterns | <input type="checkbox"/> |

ITEM D - IDENTIFYING STREAMS WITH UNAVAILABLE PARAMETERS or EXCEPTIONAL TENNESSEE WATERS

Using the GIS mapping tool (<http://www.tn.gov/environment/article/wr-water-resources-data-viewer>) along with the most current 303(d) list (<http://www.tn.gov/environment/article/wr-wq-water-quality-reports-publications>) published on the division's web site, determine whether stormwater from any part of the MS4 discharges into streams with unavailable parameters (previously referred to as impaired streams) for nutrients, pathogens, siltation, or other parameters related to stormwater runoff from urbanized areas or to streams designated as Exceptional Tennessee Waters and list below. For any waterbody with unavailable parameters or Exceptional Tennessee Waters, indicate the waterbody ID#, name of the waterbody and nature of pollution (cause) or Exceptional status.

WATERBODY ID# AND NAME OF WATERBODY	NATURE OF POLLUTANT (CAUSE) OR EXCEPTIONAL
TN06010102001-0100 Madd Branch	Physical Substrate Habitat Alterations. Escherichia coli.
TN06010102046-0100 Tranbarger Branch	Other Anthropogenic Habitat Alterations. Escherichia coli.
TN06010102046-1000 Reedy Creek	Loss of biological integrity due to siltation. Other Anthropogenic Habitat Alterations. Escherichia coli.
TN06010102003-1000 Horse Creek	Alteration in stream-side or littoral vegetative cover.
TN06010102006T-0100 Gammon Creek	Alteration in stream-side or littoral vegetative cover. Nitrate+Nitrite. Low Dissolved Oxygen. Loss of biological integrity due to siltation. Escherichia coli.
TN06010102046-0200 Gravelly Creek	Alterations in stream-side or littoral vegetative cover. Nitrate+Nitrite.
TN06010102046-0400 Miller Branch	Loss of biological integrity due to siltation. E. coli.
TN06010102046-0500 Unnamed Tributary to Reedy Creek	Physical substrate habitat alterations. Loss of biological integrity due to siltation.
TN06010102046-0700 Clark Branch	Loss of biological integrity due to siltation. E. coli.
TN06010102045-1000 Fall Creek	Alteration in stream-side or littoral vegetative cover. Loss of biological integrity due to siltation. Escherichia coli.
TN06010102003-0600 Little Horse Creek	Alteration in stream-side or littoral vegetative cover. Loss of biological integrity due to siltation. Escherichia coli.
TN06010102006T-0200 Wagner Creek	Alteration in stream-side or littoral vegetative cover. Loss of biological integrity due to siltation. Escherichia coli.
TN06010102046-0600 Unnamed Tributary to Reedy Creek	Alteration in stream-side or littoral vegetative cover. Loss of biological integrity due to siltation. Escherichia coli.
TN06010102046-0800 Gaines Branch	Alterations in stream-side or littoral vegetative cover.
TN06010102057-1000 Kendrick Creek	Alterations in stream-side or littoral vegetative cover. Escherichia coli.
TN06010102729-1000 Rock Springs Branch	Alterations in stream-side or littoral vegetative cover.

Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)

If you have additional streams to list, include in a separate attachment.

Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)

PART IV - SIGNATURE OF RESPONSIBLE CORPORATE OFFICER

his Notice of Intent (NOI) must be signed as follows: For a municipality, state, federal, other public agency, and/or co-permittees by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes one of the following:

- I. The chief executive officer of the agency.
- II. A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.”

<hr/> Signature	<hr/> Mayor/City of Kingsport Title/Municipality	<hr/> Date
<hr/> Signature	<hr/> Title/Municipality	<hr/> Date

PART V - YOUR PROPOSED STORMWATER QUALITY MANAGEMENT PROGRAM

This NOI requires you to provide a brief description of your current and proposed activities as well as your BMPs for a stormwater management program. The following sections correspond to the six minimum control measures for a Phase II stormwater management program. If another MS4 will be responsible for implementing any or all portions of any or all following six minimum measures, then attach either the interlocutory agreement or the proposed agreement and schedule for adoption. You must still complete this NOI by answering the relevant questions for the six following measures.

For purposes of this NOI, the Public Education and Outreach and Public Participation and Involvement minimum measures have been combined.

SECTION 1 - PUBLIC EDUCATION AND OUTREACH AND PUBLIC INVOLVEMENT/PARTICIPATION

A. Current Activities:

The following is a set of questions on your current Public Education and Outreach and Public Involvement/Participation. These questions are intended to highlight minimum program requirements under the MS4 permit. Each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

1. Does the municipality currently distribute educational materials on the topics of stormwater quality, instream water quality, pollution impacts, pollution prevention, etc.? If yes, briefly describe the materials, including media used (e.g., written brochures, public service announcements, etc.); the topic(s) covered, intended target audience(s), and the distribution method: The MS4 is a member of the TNSA and distributes approved educational materials such as brochures and PSAs. The MS4 maintains an active website and uses public access television to update the public on stormwater related information, events and projects. The MS4 is also a member of the TAB program through TNSA, with stormwater outreach conducted by television and radio.

Yes No

2. Does the municipality currently conduct or participate in public outreach activities focusing on the topics of stormwater quality, stream water quality, pollution impacts, pollution prevention, etc.? If yes, briefly describe the outreach activities, topic(s) covered, intended target audience(s), and the frequency of activities: There are two stream clean-ups per year. The MS4 participates annually in the State's Environmental Conference. Signage has been erected displaying the benefits of local stream restoration projects. Presentations are made to local civic clubs and the homebuilders association.

Yes No

3. Does the current municipal stormwater management program comply with Local, State and Federal public notice requirements? If yes, describe how the public is notified: The MS4 uses the local newspaper, website, public access television and public meeting agendas.

Yes No

B. Proposed Activities:

1. List the BMPs that you will implement in the areas of Public Education and Outreach and Public Participation and Involvement. These should be based on a set of priorities that you have identified in the areas of Public Education and Outreach and Public Participation and Involvement. Provide a short descriptive name to the BMP in the left column. In the right column, more fully describe the BMP.

For Public Participation and Involvement BMPs, you may not desire to dictate the ways in which the public participates or is involved in the stormwater quality management program; in this case, your proposed program should provide a forum and/or a structure which guides and encourages the public in participation. On the other hand, there may be specific ways you do want the public to be involved, based on your program needs. For instance, you may want stream watch groups to be organized. In both cases, your proposed program should describe how you will accomplish this, along with a time schedule.

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

PROPOSED BEST MANAGEMENT PRACTICES FOR PUBLIC EDUCATION AND PUBLIC PARTICIPATION		
BMP	Name	DESCRIPTION
1A.	TAB Program	A series of radio/television educational messages about stormwater broadcast regularly.
1B.	Hotline	Provide public access dedicated to stormwater-related complaints and issues.
1C.	Classroom Education	Fourth graders receive the Project WET "Discover the Waters of Tennessee" publication annually.
1D.	Website	Updated information on stormwater program activities, water quality issues, regulatory requirements, educational materials, project updates and public participation opportunities are provided on the internet. Included in the public information packets for Board meetings are updates on stormwater activities, projects and other items of interest.

If you have additional BMPs to list, include in a separate attachment.

2. What specific groups will be targeted (e.g., service industries such as carpet cleaning, lawn care, civic groups, schools, church groups) if applicable: Civic groups, schools, the development community, targeted business owners and non-profits.

C. Measurable Goals and Implementation Milestones:

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information:

ADMINISTRATIVE INFORMATION FOR PUBLIC EDUCATION AND PUBLIC PARTICIPATION	
PRIMARY CONTACT	POSITION OR TITLE
Stephen Robbins, PE	Stormwater Manager

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE
GIS	Provide mapping and database management
Public Information Office	Website maintenance and public outreach
City School System	Classroom education

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP
Chamber of Commerce	Partnership with Keep Kingsport Beautiful to facilitate tree plantings, litter reduction and public education and outreach
Homebuilders Association	Public education and outreach
Civic Groups	Public education and outreach

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

SECTION 2 - ILLICIT DISCHARGE DETECTION AND ELIMINATION

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A. Current Activities

The following is a set of questions on your current Illicit Discharge Detection and Elimination Program. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1 of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

1. Does the municipality currently have a storm sewer system map that shows the location of system outfalls where the municipal storm sewer system discharges into receiving waters or conveyances owned or operated by another MS4? The map must also show: the names and location of waters that receive discharges from those outfalls; inputs into the storm sewer collection system, such as the inlets, catch basins, drop structures or other defined contributing points to the sewershed of that outfall; and general direction of stormwater flow.

Yes No

2. Does the municipality currently have an ordinance or regulatory mechanism that prohibits unauthorized non-stormwater discharges into the storm sewer system? If yes, attach a copy and give page and section number(s). If No, proceed to the next section (inspections and enforcement).

Yes No Page Number 14 Paragraph Number Sec. 38-305

3. Does the ordinance or regulatory mechanism clearly define non-stormwater discharges, either through a written description of a non-stormwater discharge or through a listing of authorized or unauthorized non-stormwater discharges?

Yes No

4. Does the ordinance or regulatory mechanism allow right-of-entry on private property for inspection of suspected discharges?

Yes No

5. Does the ordinance or regulatory mechanism prohibit dumping?

Yes No

6. Does the ordinance or regulatory mechanism give the MS4 owner/operator the authority to eliminate unauthorized non-stormwater discharges in the event of violations? If yes, note page number and paragraph number.

Yes No Page Number 14 Paragraph Number Sec. 38-305(a)

7. Does the ordinance or regulatory mechanism define penalties for violations? If yes, note maximum penalty, page number and paragraph number.

Yes No Maximum Penalty \$5,000 per day for each day of violation Page Number 17 Paragraph Number Sec. 38-335 (a)

8. Does the municipality presently have personnel and procedures in place to detect, identify and eliminate non-stormwater discharges? If yes, describe and indicate percentage of system inspected: During initial and subsequent stormwater outfall screenings, all outfalls were monitored for non-stormwater discharges. Follow up is conducted whenever a complaint, report or suspicion of a non-stormwater discharge occurs. Approximately 95 percent of the system has been inspected with continual screening occurring as necessary.

Yes No

9. Does the municipality presently have procedures and personnel in place for enforcement of violations of the illicit discharge ordinance? If yes, describe: The MS4 adopted an Enforcement Response Plan to prescribe penalties for

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violations. The Director(or stormwater engineer), with the assistance of the City Attorney if necessary, carry out enforcement actions.

Yes No

10. Describe how enforcement actions are documented: Warnings and Notices of Violation are sent via regular mail or email. If an Administrative Order with penalty is warranted, it is sent certified mail. Electronic and hard copies of each enforcement action are retained. These are stored on both the MS4 Cartegraph database and on an Excel spreadsheet that displays the enforcement history.

11. Has the municipality defined "hot spots" for non-stormwater discharge screening and inspection purposes? If yes, describe and provide a map of illicit discharge screening hot spots: Hot spots are defined in the Ordinance as 'areas where the land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Provided is a map depicting, among other things, known or suspected 'hot spots'. A corresponding database allows for individual/group interaction with the MS4 and tracking.

Yes No

12. Does the municipality presently have procedures in place to receive and consider information and complaints about non-stormwater discharges that are submitted by the public? If yes, provide brief description: responsible departments, personnel, steps followed: The MS4 has a tracking system whereby complaints/reports can be documented, investigated and resolved. The Public Works (Streets & Sanitation, Water & Sewer Maintenance), Fire (HazMat) and Building (Inspection) Departments provide the bulk of in-house notifications. A hotline has been established to receive complaints from anyone at anytime. Citizens also have access to the yourgov app to submit complaints which are tracked on the cartegraph system.

Yes No

B. Proposed Activities:

List the BMPs that you will implement in the area of Illicit Discharge Detection and Elimination. These should be based on a set of priorities that you have identified in the area of Illicit Discharge Detection and Elimination. Provide a short descriptive name to the BMP in the left column and more description in the right column.

PROPOSED BEST MANAGEMENT PRACTICES FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION		
BMP	Name	DESCRIPTION
2A.	Program Measures	Implement policies, procedures and documentation tools for illicit discharge inspections, enforcement and tracking.
2B.	Municipal Training	Provide annual training for targeted staff.
2C.	Public Education	Provide education opportunities to targeted businesses and individuals.
2D.	Cross Connection Elimination	Review plans for new developments and redevelopments for connections between storm and illicit non-stormwater sources. Respond to and resolve cross connection related complaints.

If you have additional BMPs to list, include in a separate attachment.

2. What specific groups will be targeted, if applicable? Hot spot owner/operators, specifically auto/epquipment repair, auto/equipment rentals, auto/equipment cleaning and restaurants. Also Building and Engineering Division inspectors, Water/Sewer Maintenance, Fleet Maintenance, Wastewater Plant, Traffic/Transportation and Streets/Sanitation personnel .

C. Measurable Goals and Implementation Milestones

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information

ADMINISTRATIVE INFORMATION FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION	
PRIMARY CONTACT	POSITION OR TITLE
Dan Wankel	Stormwater Engineer

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Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE
Public Works (Streets/Sanitation, Water/Sewer Maintenance, Engineering inspection, Traffic/Transportation and Wastewater Treatment)	Observation and notification of obvious or suspected illicit discharges.
Fleet Maintenance	Observation and notification of obvious or suspected illicit discharges.
Building Division	Observation and notification of obvious or suspected illicit discharges. Follow up if related to faulty plumbing on private property.

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

SECTION 3 - CONSTRUCTION SITE STORMWATER RUNOFF PROGRAM

A. Current Activities

The following is a set of questions on your current Construction Site Stormwater Runoff Program. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1 of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

1. Do the current ordinances/regulations for the municipal stormwater management program comply with Local, State and Federal public notice requirements? If yes, describe how the public is notified: Ordinances require two public hearings while Resolutions require one. These are published in the local newspaper and appear on the BMA meeting agenda available to the public. These notices are also available on the City's website.

Yes No

2. Do you currently have an erosion prevention and sediment control - or similar - ordinance or regulatory mechanism? If yes, include a copy and reference the paragraph number(s). If No, proceed to the next set of questions below about construction site plans review.

Yes No Page Number 7-9 Paragraph Number Division 3, Sections 38-139-145

3. Does the ordinance or regulatory mechanism require that site operators implement erosion prevention, sediment control, and other construction waste controls for land disturbance activities?

es No

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4. Does the ordinance/regulatory mechanism require that controls be implemented for any land disturbances greater than or equal to one acre, or less than one acre if part of a large common plan of development or sale that would disturb one acre or more? If yes, note the page number and paragraph number where this is defined.

Yes No Page Number 7 Paragraph Number Sec. 38-139(b)

5. Does the ordinance or regulatory mechanism contain or reference technical standards for erosion and sediment control? If yes, note the page number and paragraph number where this is defined.

Yes No Page Number 8 Paragraph Number Sec. 38-140

6. Do those technical standards meet or exceed the current effective Tennessee Construction General Permit (TNR100000) requirements for design storm and special conditions for waterbodies with unavailable parameters or Exceptional Tennessee Waters?

Yes No

7. Do those technical standards require that construction activities maintain temporary water quality riparian buffers during construction?

Yes No

8. Does the municipality presently have in place a technical review process (i.e. engineering department, planning department, zoning board) that evaluates new development and redevelopment construction for construction site runoff?

Yes No

9. Does the technical review process require an erosion prevention and sediment control plan with appropriate BMPs?

Yes No

10. Does the review process include a requirement for pre-construction meeting between the municipality and site developer, for priority construction sites?

Yes No

11. If there is a review process, provide a brief narrative or a flow chart of the process, describing the process steps, responsible personnel, and criteria used for evaluation of information or plans that are submitted: The stormwater engineer, technical services director and engineer responsible for development coordination encourage developers and their design and construction partners to meet prior to design to allow for preliminary discussion of the site, including green infrastructure recommendations. This often leads to a reduction in comments during plan review and, possibly, cost savings. Monthly meetings with Development Services and other targeted staff along with bi-weekly Engineering project status review provide additional forums to discuss stormwater issues as they relate to the comprehensive development picture. During formal plan review, a Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) submitted to the City of Kingsport Qualifying Local Program (QLP), are verified for content and compliance using a checklist based on TDEC's version. Comments are then forwarded to the developer for response. Once the comments have been satisfactorily addressed and a Notice of Coverage (NOC) has been issued by the City, the plans are approved for construction, allowing the developer or contractor to obtain a land disturbance permit from the Building Department. A pre-construction meeting is required before land disturbing activities commence. Inspectors are identified representing the owner and the MS4 and requirements and frequencies are verified. Any last minute issues are addressed during this time. Meeting minutes are documented and retained.

12. Does the municipality presently have procedures in place for receipt and consideration of information and complaints submitted by the public?

Yes No

If yes, provide a brief narrative of the receipt process and procedures, describing process steps, responsible departments, personnel (by title). The stormwater division acts as the clearinghouse for all complaints. Several

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avenues for complaint receipt are available. Phone calls and emails from the public and in-house personnel comprise the majority of complaints. The stormwater hotline provides an alternate mechanism for registering complaints. Once received, they are documented on the City's electronic databases. The stormwater division investigates most of the complaints, however, in-house staff including Engineering and Building inspectors, Streets and Drainage staff and various other personnel may assist in this process. Once the complaint is verified, a course of action is determined and the appropriate measures are taken to resolve the issue. All complaints are followed up by a personal return message for feedback and closure.

13. Does the municipality presently have personnel and procedures in place for construction site runoff inspection?

Yes No

14. Does the program provide for pre-construction meeting and monthly inspection of priority construction activities?

Yes No

15. Does the municipality presently have procedures and personnel in place for enforcement to the maximum extend for violations of construction site requirements?

Yes No

16. Does the municipality use a Stop Work or similar order to enforce compliance with construction site policies and requirements?

Yes No

17. How are enforcement actions documented? Violations that are found during inspections are noted on the inspection form either as a Written Warning, Notice of Violation or Administrative Order, whichever is applicable. These and violations evidenced by other means that lead to enforcement actions are entered into the electronic database. Hard copies are also retained. Written Warnings are conveyed to the owner either by inspection form, phone, or email. Notices of Violation are sent by email or regular mail to the owner. Administrative Orders are sent via certified mail to the owner.

18. Have MS4 inspectors who conduct inspections of construction sites received certification under the Tennessee Fundamentals of Erosion Prevention and Sediment Control, Level 1, and construction site plan reviewers a certificate of completion from the Tennessee Erosion Prevention and Sediment Control Design Course, Level 2?

Yes No

B. Proposed Activities:

1. List the BMPs that you will implement in the area of Construction Site Runoff Program. These should be based on a set of priorities that you have identified in the area of Construction Site Runoff Program. Provide a short descriptive name to the BMP in the left column and more description in the right column.

PROPOSED BEST MANAGEMENT PRACTICES FOR CONSTRUCTION SITE RUNOFF PROGRAM		
BMP	Name	DESCRIPTION
3A.	Education	Increase awareness of erosion prevention and sediment control training for municipal staff and the development community in conjunction with State/TNSA sponsored training.
3B.	Plan Development and Review	Assist development team prior to and during design phase. Review and approve all new development, redevelopment and retrofit plans for compliance with EPSC regulations.
3C.	Complaint Receipt and Tracking	Document and resolve erosion prevention and sediment control (EPSC) complaints using current tracking system.
3D.	Inspection and enforcement	Provide MS4 and site operator inspection documentation commensurate with requirements. Enforce the terms of the stormwater management ordinance and enforcement response plan as it applies to EPSC measures. Update ordinance corresponding to changes in NPDES Phase II requirements.

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If you have additional BMPs to list, include in a separate attachment.

2. Describe specific groups that will be targeted, if applicable: The development community (owners, designers, contractors and inspectors), MS4 (stormwater, engineering, inspection and staff) and interested members of the community.

C. Measurable Goals and Implementation Milestones

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information

ADMINISTRATIVE INFORMATION FOR CONSTRUCTION SITE RUNOFF PROGRAM	
PRIMARY CONTACT	POSITION OR TITLE
Dan Wankel	Stormwater Engineer

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE
Stormwater	Staff notifies stormwater engineer of violations or deficiencies
Engineering	Inspectors notify stormwater engineer of violations or deficiencies
Building	Assist in notification and implementation of small/single lot requirements

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

SECTION 4 - PERMANENT STORMWATER MANAGEMENT AT NEW DEVELOPMENT AND REDEVELOPMENT

A. Current Activities:

The following is a set of questions on your current Permanent Stormwater Management in New Development and Redevelopment Program. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1 of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

1. Does the municipality currently have in place mechanisms or strategies to address permanent stormwater runoff management from new development or redevelopment projects that result in land disturbance of one acre or more? For example, land use planning requirements, zoning directives, site-based pollutant removal controls; stormwater detention or storage; practices that infiltrate stormwater; vegetative practices.

Yes No

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If yes, provide a brief narrative of - and/or references to - the structural and non-structural strategies, describing strategies implemented, Best Management Practices allowed, technical guidance, responsible departments, and personnel (by title): Division 4 - Permanent Stormwater Management, of the City's Ordinance contains references, specifically Section 38-168(b), (c) and (k) under General Requirements; Section 38-169 (Design Criteria), and Section 38-171 (Special Pollution Abatement Requirements) that address these strategies. The manager, technical services director and/or stormwater engineer with assistance from the engineer responsible for development, administer these mechanisms and strategies.

2. Do you currently have an ordinance or regulatory mechanism that addresses permanent stormwater runoff management from new development and redevelopment projects? If yes, reference the page number and paragraph number. If no, proceed to the next section on permanent stormwater management plans review.

Yes No Page Number 9 Paragraph Number Sec. 38-168

3. Does the ordinance or regulatory mechanism require controls to treat pollutants in stormwater runoff? If yes, note page number and paragraph number.

Yes No Page Number 10 Paragraph Number Sec. 38-169(a)

4. Does the ordinance or regulatory mechanism require (explicitly or implicitly) that controls be implemented for any new development or redevelopment projects greater than or equal to one acre, including projects less than one acre that are part of a large common plan of development or sale, that discharge into your small MS4? If yes, note page number and paragraph number.

Yes No Page Number 9 Paragraph Number Sec. 38-168(a)

5. Does the ordinance or regulatory mechanism contain or reference technical standards for water quality controls? If yes, note page number and paragraph number.

Yes No Page Number 9 Paragraph Number Sec. 38-168(b)

6. Does the ordinance or regulatory mechanism clearly define the criteria for submittal -who must submit - of permanent stormwater management design information or plans? If yes, note page number and paragraph number.

Yes No Page Number 9 Paragraph Number Sec. 38-168(a)

7. Does the ordinance or regulatory mechanism require approval prior to construction of permanent stormwater management controls? If yes, note page number and paragraph number.

Yes No Page Number 9 Paragraph Number Sec. 38-168(e)

8. Does the ordinance or regulatory mechanism require re-submittal of permanent stormwater management design information or plans if site plans change after the initial design has been approved? If yes, note page number and paragraph number.

Yes No Page Number 9 Paragraph Number Sec. 38-168(f)

9. Does the ordinance or regulatory mechanism give the MS4 owner/operator the authority to penalize the owner of permanent stormwater management controls for violations? If yes, note page number and paragraph number.

Yes No Page Number 16 Paragraph Number Sec. 38-332

10. Does the ordinance or regulatory mechanism require that permanent stormwater management controls have adequate and long-term operation and maintenance? If yes, note page number and paragraph number. If no, describe how the MS4 owner/operator maintains permanent stormwater management controls: _____

Yes No Page Number 14 Paragraph Number Sec. 38-254(a)

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11. Does the ordinance or regulatory mechanism require establishment and maintenance of water quality riparian buffers in areas of new development and redevelopment?

Yes No

12. Does the municipality presently have in place a technical review process (i.e. engineering department, planning department, zoning board) that evaluates new development and redevelopment with regard to the impact that permanent stormwater runoff will have on receiving streams?

Yes No

If Yes, provide a brief narrative or a flow chart of the review process, describing the process steps, responsible personnel (by department, title and contact person), and criteria used for evaluation of information or plans that are submitted: The manager, technical services director and/or stormwater engineer with assistance from the engineer responsible for development encourage conceptual meetings with the development team to evaluate site conditions and design considerations that influence BMP selection. These may be taken into account during preliminary design. The previously mentioned MS4 staff then review the submitted plans and comment on permanent stormwater management BMPs considering requirements for water quality, downstream channel protection and downstream flood protection.

B. Proposed Activities:

List the BMPs that you will implement in the area of the Permanent Stormwater Management Plans Review. These should be based on a set of priorities that you have identified in the area of the Permanent Stormwater Management Plans Review. Provide a short descriptive name to the BMP in the left column and more description in the right column.

PROPOSED BEST MANAGEMENT PRACTICES FOR PERMANENT STORMWATER PLANS REVIEW		
BMP	Name	DESCRIPTION
1A.	Education	Require MS4 staff and design professionals meet training and education requirements specified in ordinance.
4B.	Plan Review and Approval	Provide assistance to development team prior to and during design phase. Review all new development, redevelopment and retrofit plans for compliance with permanent stormwater management requirements. Approval contingent upon meeting criteria.
4C.	Inspection Requirements	Provide documentation and tracking of MS4 and site operator inspections.
4D.	Maintenance and Enforcement	Require BMP maintenance in perpetuity through covenants. Enforce the terms of the stormwater management ordinance and enforcement response plan as it applies to permanent stormwater management measures. Update ordinance corresponding to changes in NPDES Phase II requirements.

If you have additional BMPs to list, include in a separate attachment.

Describe the specific groups that will be targeted, if applicable? Development team (owner, design, construction and inspection) and MS4 staff

C. Measurable Goals and Implementation Milestones:

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information:

ADMINISTRATIVE INFORMATION FOR PERMANENT STORMWATER MANAGEMENT PLANS REVIEW	
PRIMARY CONTACT	POSITION OR TITLE
David Edwards	Technical Services Director

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE

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Stormwater	Assistance with plan review
Engineering	Assistance with plan review

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

SECTION 5 - POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

A. Current Activities:

The following is a set of questions on your current Pollution Prevention/Good Housekeeping for Municipal Operations Program. These questions are intended to highlight minimum program requirements under the MS4 permit. Each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

Does the municipality's current Pollution Prevention/Good Housekeeping program provide annual training for employees responsible for municipal operations at facilities within the jurisdiction of the permittee that handle, generate and/or store materials which constitute a potential pollutant of concern for MS4s? Examples of these materials may include, but are not limited to, lubricants, fuels, sand, gravel, soil, salt, pesticide, fertilizer, garbage, trash, clippings, vehicles, equipment, and other wastes.

Yes No

2. Are training activities documented? If yes, describe training and method of record-keeping: The stormwater engineer conducts training for new employees within six months and, at a minimum, with all targeted employees a minimum of every five years, on Municipal Stormwater Pollution Prevention. Topics include good housekeeping & spill prevention, vehicle/equipment washing and maintenance, spill reporting & response, street maintenance, outdoor storage of materials and wastes, and landscaping and lawn care. Each session is provided with a sign-in sheet to document attendance.

Yes No

3. Has the MS4 owner/operator obtained a Tennessee Multi-Sector General Permit or a no-exposure certification for all qualifying municipal industrial activities? If yes, give permit numbers or attach copies of the No-Exposure Certification form.

Yes No Permit Numbers(s) TNR05 TNR05 _____
6422 3070

4. List municipal operations or facilities that have a potential for contaminating stormwater runoff such as the following: streets, roads, highways, municipal parking lots, maintenance and storage yards, fleet or maintenance shops with outdoor storage areas, salt/sand storage locations, snow disposal areas operated by the MS4, and waste disposal, storage, and transfer stations. If there is more than one facility for a given type of operation; give the number of such facilities. Indicate if an operation and maintenance plan, which includes maintenance activities, schedules and the proper disposal of waste from related structural and non-structural stormwater controls, has been implemented for each facility or operation.

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FACILITY OR TYPE OF OPERATION	NUMBER OF FACILITIES	OPERATION AND MAINTENANCE PLAN IMPLEMENTED?
Streets and Sanitation	2	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Water and Sewer Maintenance	1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Traffic and Transportation	1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Demolition Landfill	1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Municipal Parking Lots	25	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Streets, roads, highways, etc.	TBD	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>

B. Proposed Activities:

List the BMPs that you will implement in the area of the Pollution Prevention and Good Housekeeping Program. These should be based on a set of priorities that you have identified in the area of the Pollution Prevention and Good Housekeeping Program. Provide a short descriptive name to the BMP in the left column and more description in the right column.

In addition to considering industrial-type operations, you must also consider municipal infrastructure, and related maintenance activities, maintenance schedules and long-term inspection procedures for structural controls and the proper disposal of waste from storm sewers/catch basins.

PROPOSED BEST MANAGEMENT PRACTICES FOR POLLUTION PREVENTION AND HOUSEKEEPING		
BMP	Name	DESCRIPTION
5A.	Education	EPSC, IDDE, Pollution Prevention and Good Housekeeping training conducted as required to targeted municipal staff.
5B.	Street sweeping	Continue to maintain major roadways monthly and all City streets quarterly and document activities.
5C.	Litter management	Continue program targeted toward litter hotspots and document activities.
5D.	SCM maintenance	Maintain SCMs associated with municipal operations.

If you have additional BMPs to list, include in a separate attachment.

Provide specific groups that will be targeted, if applicable: Wastewater Treatment Plant, Fleet Maintenance, Streets/Sanitation, Water/Sewer Maintenance, Traffic/Transportation and Demolition Landfill staff.

C. Measurable Goals and Implementation Milestones:

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information:

ADMINISTRATIVE INFORMATION FOR POLLUTION PREVENTION AND HOUSEKEEPING	
PRIMARY CONTACT	POSITION OR TITLE
Dan Wankel	Stormwater Engineer

Identify other Department(s) that will be involved and their role.

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OTHER DEPARTMENT(S)	ROLE
Public Works	Streets/Sanitation, Water/Sewer Maintenance, Traffic/Transportation and Wastewater Treatment Plant SWPPP implementation
Fleet Maintenance	SWPPP implementation.

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

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ADDENDUM TO SMALL MS4 NPDES PERMIT NOI - BMPs MEASURABLE GOALS AND MILESTONES

The purpose of this addendum is to record the measurable goals for each BMP, and the dates (month and year) by which interim actions are to be accomplished. Space is given for four BMPs for each of the six minimum measures. If necessary, attach additional BMP MEASURABLE GOALS AND MILESTONES as a separate attachment.

Measurable goals are BMP design objectives, or goals that will quantify the progress of implementing the actions or performance of a BMP. They are ways to measure activities or effects of a BMP. For each of the six minimum measures and for each BMP, define the measurable goal you will use to monitor effectiveness of this BMP. The BMPs you list here should match exactly those given in Part V., 1-5 of this NOI. For purposes of this NOI, the Public Education and Outreach and Public Involvement/Participation minimum measures have been combined.

For each BMP, establish milestones for implementation. These tables are set up for once/year milestones. You may change the milestone dates to time frames less than one year.

BEST MANAGEMENT PRACTICES FOR PUBLIC EDUCATION AND PUBLIC PARTICIPATION	
BMP 1A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Provide multi-media messages about stormwater issues to the public.
Milestone Year 1	Track quarterly reports documenting participation in TAB program.
Milestone Year 2	Track quarterly reports documenting participation in TAB program.
Milestone Year 3	Track quarterly reports documenting participation in TAB program.
Milestone Year 4	Track quarterly reports documenting participation in TAB program.
Milestone Year 5	Track quarterly reports documenting participation in TAB program.
BMP 1B	MEASURABLE GOALS AND MILESTONES
Goal(s)	Increase public participation and input.
Milestone Year 1	Document and track calls/emails received via the stormwater hotline.
Milestone Year 2	Document and track calls/emails received via the stormwater hotline.
Milestone Year 3	Document and track calls/emails received via the stormwater hotline.
Milestone Year 4	Document and track calls/emails received via the stormwater hotline.
Milestone Year 5	Document and track calls/emails received via the stormwater hotline.

BMP 1C	MEASURABLE GOALS AND MILESTONES
Goal(s)	Increase awareness in targeted City schools class.
Milestone Year 1	Distribute "Discover the Waters of Tennessee" workbook to all 4th graders.
Milestone Year 2	Distribute "Discover the Waters of Tennessee" workbook to all 4th graders.
Milestone Year 3	Distribute "Discover the Waters of Tennessee" workbook to all 4th graders.
Milestone Year 4	Distribute "Discover the Waters of Tennessee" workbook to all 4th graders.
Milestone Year 5	Distribute "Discover the Waters of Tennessee" workbook to all 4th graders.

BMP 1D	MEASURABLE GOALS AND MILESTONES
Goal(s)	Provide internet-based, comprehensive public information on City's website.
Milestone Year 1	Maintain and upgrade stormwater pages.
Milestone Year 2	Maintain and upgrade stormwater pages.
Milestone Year 3	Maintain and upgrade stormwater pages.
Milestone Year 4	Maintain and upgrade stormwater pages.
Milestone Year 5	Maintain and upgrade stormwater pages.

BEST MANAGEMENT PRACTICES FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION	
BMP 2A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Eliminate illicit discharges to waters of the state.
Milestone Year 1	Implement policies, procedures and tracking system.
Milestone Year 2	Implement policies, procedures and tracking system.
Milestone Year 3	Implement policies, procedures and tracking system.
Milestone Year 4	Implement policies, procedures and tracking system.

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

Milestone Year 5	Implement policies, procedures and tracking system.
BMP 2B	MEASURABLE GOALS AND MILESTONES
Goal(s)	Improve MS4 staff awareness and reporting of illicit discharges.
Milestone Year 1	Provide required training to new employees.
Milestone Year 2	Provide required training to new employees.
Milestone Year 3	Provide required training to new employees.
Milestone Year 4	Provide required training to new employees.
Milestone Year 5	Provide required training to all targeted employees.

BMP 2C	MEASURABLE GOALS AND MILESTONES
Goal(s)	Improve public awareness and reporting of illicit discharges.
Milestone Year 1	Provide information to targeted businesses and individuals.
Milestone Year 2	Provide information to targeted businesses and individuals.
Milestone Year 3	Provide information to targeted businesses and individuals.
Milestone Year 4	Provide information to targeted businesses and individuals.
Milestone Year 5	Provide information to targeted businesses and individuals.

BMP 2D	MEASURABLE GOALS AND MILESTONES
Goal(s)	Eliminate cross connections system-wide.
Milestone Year 1	Implement plan review and complaint follow up.
Milestone Year 2	Implement plan review and complaint follow up.
Milestone Year 3	Implement plan review and complaint follow up.
Milestone Year 4	Implement plan review and complaint follow up.
Milestone Year 5	Implement plan review and complaint follow up.

BEST MANAGEMENT PRACTICES FOR CONSTRUCTION SITE RUNOFF PROGRAM

BMP 3A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Increase knowledge of program requirements.
Milestone Year 1	Provide schedule of annual state-sponsored training for MS4 staff and the development community.
Milestone Year 2	Provide schedule of annual state-sponsored training for MS4 staff and the development community.
Milestone Year 3	Provide schedule of annual state-sponsored training for MS4 staff and the development community.
Milestone Year 4	Provide schedule of annual state-sponsored training for MS4 staff and the development community.
Milestone Year 5	Provide schedule of annual state-sponsored training for MS4 staff and the development community.

BMP 3B	MEASURABLE GOALS AND MILESTONES
Goal(s)	Receive comprehensive plans and provide effective scrutiny.
Milestone Year 1	Interact with design professionals throughout process and provide thorough and timely plans review.
Milestone Year 2	Interact with design professionals throughout process and provide thorough and timely plans review.
Milestone Year 3	Interact with design professionals throughout process and provide thorough and timely plans review.
Milestone Year 4	Interact with design professionals throughout process and provide thorough and timely plans review.
Milestone Year 5	Interact with design professionals throughout process and provide thorough and timely plans review.

BMP 3C	MEASURABLE GOALS AND MILESTONES
Goal(s)	Effectively resolve all complaints received.
Milestone Year 1	Implement complaint receipt and tracking system.
Milestone Year 2	Implement complaint receipt and tracking system.

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

Milestone Year 3	Implement complaint receipt and tracking system.
Milestone Year 4	Implement complaint receipt and tracking system.
Milestone Year 5	Implement complaint receipt and tracking system.
BMP 3D	MEASURABLE GOALS AND MILESTONES
Goal(s)	Minimize number of enforcement actions.
Milestone Year 1	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 2	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 3	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 4	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 5	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.

BEST MANAGEMENT PRACTICES FOR PERMANENT (POST-CONSTRUCTION) STORMWATER MANAGEMENT PROGRAM	
BMP 4A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Increase awareness and knowledge of MS4, development and design communities
Milestone Year 1	Require appropriate education and training.
Milestone Year 2	Require appropriate education and training.
Milestone Year 3	Require appropriate education and training.
Milestone Year 4	Require appropriate education and training.
Milestone Year 5	Require appropriate education and training.
BMP 4B	MEASURABLE GOALS AND MILESTONES
Goal(s)	Receive comprehensive plans from the development community
Milestone Year 1	Interact with development community during plan development, review and approval phases to address comments and streamline approval process.
Milestone Year 2	Interact with development community during plan development, review and approval phases to address comments and streamline approval process.
Milestone Year 3	Interact with development community during plan development, review and approval phases to address comments and streamline approval process.
Milestone Year 4	Interact with development community during plan development, review and approval phases to address comments and streamline approval process.
Milestone Year 5	Interact with development community during plan development, review and approval phases to address comments and streamline approval process.

BMP 4C	MEASURABLE GOALS AND MILESTONES
Goal(s)	Minimize number of enforcement actions.
Milestone Year 1	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 2	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 3	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 4	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
Milestone Year 5	Ensure site inspections conducted properly. Respond to violations promptly and proportionately.
BMP 4D	MEASURABLE GOALS AND MILESTONES
Goal(s)	SCMs are properly maintained
Milestone Year 1	Ensure covenants are adopted and implemented.
Milestone Year 2	Ensure covenants are adopted and implemented. Update ordinance as required.

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

Milestone Year 3	Ensure covenants are adopted and implemented.
Milestone Year 4	Ensure covenants are adopted and implemented.
Milestone Year 5	Ensure covenants are adopted and implemented.

BEST MANAGEMENT PRACTICES FOR MUNICIPAL POLLUTION PREVENTION AND GOOD HOUSEKEEPING	
BMP 5A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Ensure properly educated, targeted MS4 staff
Milestone Year 1	Conduct required training in EPSC, IDDE, Pollution Prevention and Good Housekeeping procedures.
Milestone Year 2	Conduct required training in EPSC, IDDE, Pollution Prevention and Good Housekeeping procedures.
Milestone Year 3	Conduct required training in EPSC, IDDE, Pollution Prevention and Good Housekeeping procedures.
Milestone Year 4	Conduct required training in EPSC, IDDE, Pollution Prevention and Good Housekeeping procedures.
Milestone Year 5	Conduct required training in EPSC, IDDE, Pollution Prevention and Good Housekeeping procedures.
BMP 5B	MEASURABLE GOALS AND MILESTONES
Goal(s)	Reduce pollutants from roads and parking lots
Milestone Year 1	Provide routine, systematic, effective street sweeping.
Milestone Year 2	Provide routine, systematic, effective street sweeping.
Milestone Year 3	Provide routine, systematic, effective street sweeping.
Milestone Year 4	Provide routine, systematic, effective street sweeping.
Milestone Year 5	Provide routine, systematic, effective street sweeping.

BMP 5C	MEASURABLE GOALS AND MILESTONES
Goal(s)	Reduce litter from public hot spots.
Milestone Year 1	Implement routine, systematic, effective litter control measures.
Milestone Year 2	Implement routine, systematic, effective litter control measures.
Milestone Year 3	Implement routine, systematic, effective litter control measures.
Milestone Year 4	Implement routine, systematic, effective litter control measures.
Milestone Year 5	Implement routine, systematic, effective litter control measures.
BMP 5D	MEASURABLE GOALS AND MILESTONES
Goal(s)	Improve maintenance of SCMs and infrastructure.
Milestone Year 1	Provide scheduled inspection documentation, recommended periodic cleaning and proper disposal of generated wastes.
Milestone Year 2	Provide scheduled inspection documentation, recommended periodic cleaning and proper disposal of generated wastes.
Milestone Year 3	Provide scheduled inspection documentation, recommended periodic cleaning and proper disposal of generated wastes.
Milestone Year 4	Provide scheduled inspection documentation, recommended periodic cleaning and proper disposal of generated wastes.
Milestone Year 5	Provide scheduled inspection documentation, recommended periodic cleaning and proper disposal of generated wastes.



AGENDA ACTION FORM

Authorizing 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

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

Action Form No.: AF-19-2017
 Work Session: January 17, 2017
 First Reading: N/A

Final Adoption: January 17, 2017
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport approved a franchise agreement with Kingsport Power Company, d.b.a. AEP Appalachian Power allowing them the right to utilize the right of ways owned or controlled by the city for electrical distribution. Section X, Article P of the Agreement states: The City shall have the right without cost to use all poles and suitable overhead structures owned by the Company within Public Ways for City wires used in connection with its governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose.

For tracking purposes and maintenance, AEP Appalachian Power requires the Pole Attachment Construction Proposals to be signed and submitted for each project requiring installation of wires for city use.

We request the Mayor to authorize the Public Works Director to sign all future Pole Attachment Construction Proposals.

Attachments:

1. Resolution
2. Example Proposal and Location Map
3. Signatory Authority Consent Form

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

RESOLUTION NO. _____

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 APPALACHIAN POWER

WHEREAS, the city approved a franchise agreement with Kingsport Power d/b/a AEP Appalachian Power allowing it the right to utilize the rights of ways owned or controlled by the city for electrical distribution; and

WHEREAS, for tracking purposes and maintenance, Kingsport Power d/b/a AEP Appalachian Power requires the city execute and submit the Pole Attachment Construction Proposals for each project requiring installation of wires for city use.

WHEREAS, the Signature Authority Consent Form authorizes the mayor to designate an individual as signatory authority for all Pole Attachment Construction Proposals submitted to Kingsport Power d/b/a AEP Appalachian Power.

Now therefore,

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

SECTION I. That the mayor is authorized to designate the public works director or another individual to complete and execute all Pole Attachment Construction Proposals for Kingsport Power d/b/a AEP Appalachian Power.

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 Signature Authority Consent Form for all Pole Attachment Construction Proposals required by Kingsport Power d/b/a AEP Appalachian Power said Signatory Authority Consent Form being generally as follows:

SIGNATORY AUTHORITY CONSENT FORM

January 17, 2017

I, _____ as the Mayor of the City of Kingsport hereby grant the person(s) identified below signatory authority for Pole Attachment Construction Proposals as required by Kingsport Power Company d.b.a. AEP Appalachian Power.

Title and Name (printed)

Signature

Title and Name (printed)

Signature

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 17th day of January, 2017.

JOHN CLARK, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY

Pole Attachment Construction Proposal



AEP: America's Energy Partner SM

Operating Company APCO

District KINGSPORT

To: APPALACHIAN POWER COMPANY

Location City: KINGSPORT TN

Maps/Sketch attached

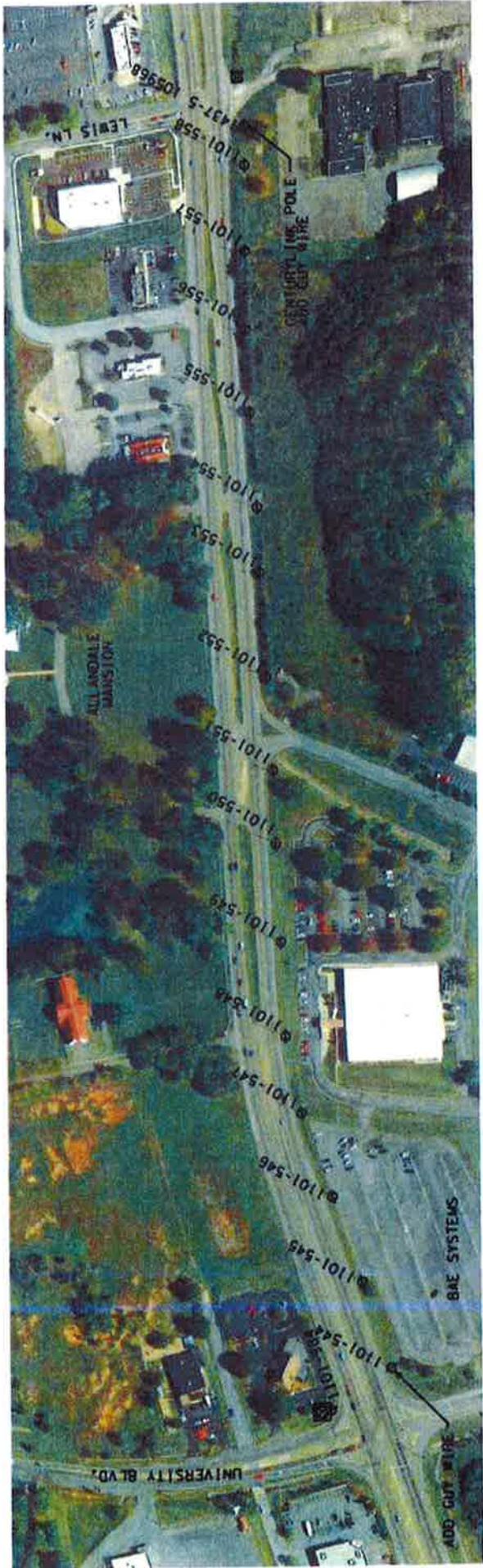


Proposal for Overlapping existing attachments
(if yes, attach the configuration diagram)



In accordance with the current agreement, application is hereby made for placement or removal of attachment on the poles described below.

Grid or Pole Number	Location Street/Road Name	Work Proposed by Licensee				Remarks	Existing Pole Information (AEP use only)			Rentals (AEP use)		
		Ht. of Attach.	Type of Attach.	Stringing Tension	Cable wt./dia.		Owner	Make Ready Needed	Other Contacts on pole	+	-	
1101-984	W. Stone Drive					12 count fiber	AEP				1	
1101-544	W. Stone Drive					12 count fiber	AEP				1	
1101-545	W. Stone Drive					12 count fiber	AEP				1	
1101-546	W. Stone Drive					12 count fiber	AEP				1	
1101-547	W. Stone Drive					12 count fiber	AEP				1	
1101-548	W. Stone Drive					12 count fiber	AEP				1	
1101-549	W. Stone Drive					12 count fiber	AEP				1	
1101-550	W. Stone Drive					12 count fiber	AEP				1	
1101-551	W. Stone Drive					12 count fiber	AEP				1	
1101-552	W. Stone Drive					12 count fiber	AEP				1	
1101-553	W. Stone Drive					12 count fiber	AEP				1	
1101-554	W. Stone Drive					12 count fiber	AEP				1	
1101-555	W. Stone Drive					12 count fiber	AEP				1	
1101-556	W. Stone Drive					12 count fiber	AEP				1	
1101-557	W. Stone Drive					12 count fiber	AEP				1	
1101-558	W. Stone Drive					12 count fiber	AEP				1	
							Total to Recap					
<p>FOR APPLICANT CITY OF KINGSPORT</p> <p>We have or will obtain all such permission and easements prior to placing the attachments contemplated herein.</p> <p>Date: _____ By: _____ (Authorized Signature)</p>		<p>American Electric Power Field Checked by _____ Date _____ Make Ready Work Order No. _____ Drawing No. _____</p>					<p>Date Received: _____</p>					
		<p>Permission is hereby granted for the above attachments</p>					<p>Proposal No. _____</p>					
		<p>Date _____ Approved by _____</p>					<p>Sheet _____ of _____</p>					



SIGNATORY AUTHORITY CONSENT FORM

January 17, 2017

I, _____ as the Mayor of the City of Kingsport hereby grant the person(s) identified below signatory authority for Pole Attachment Construction Proposals as required by Kingsport Power Company d.b.a. AEP Appalachian Power.

Title and Name (printed)

Signature

Title and Name (printed)

Signature



AGENDA ACTION FORM

Authorizing the Mayor to Sign Easements and All Associated Documents to Finalize the Donation of Property at Reedy Creek Terrace

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

Action Form No.: AF-20-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

A donation of property from BRG Investments (Roger Ball) consisting of 4.306 acres of property from the tract known as Reedy Creek Terrace on North Eastman Road was approved by the BMA (AF-182-2015). This property lies within the floodway of Reedy Creek and is primarily wetlands. Acceptance of this tract is a means of preserving and maintaining the wetlands, while also protecting the water quality of Reedy Creek. This donation also allows for the construction of a Greenbelt Connector from the Reedy Creek Terrace shopping center.

Finalization for this property donation is contingent upon additional agreements to include Quitclaim Deed of Gift, Easement and Temporary Construction Easement, and Reciprocal Easement. Therefore it is requested to fully execute these agreements in order to proceed with this project. This property is identified as tax map 046M, parcel D-008.00.

Attachments:

- 1. Resolution
- 2. Agreements (15 pgs.)

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AND A RECIPROCAL EASEMENT WITH BRG INVESTMENTS 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

WHEREAS, in 2015, the board approved a donation of property from BRG Investments consisting of 4.306 acres on North Eastman Road known as Reedy Creek Terrace; and

WHEREAS, to finalize the donation, certain documents are required to be executed, which include a Quitclaim Deed of Gift, Easement and Temporary Construction Easement, and First Amendment to Reciprocal Easement.

Now therefore,

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

SECTION I. That an Easement Agreement and Temporary Construction Easement with BRG Investments 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 Easement Agreement and Temporary Construction Easement with BRG Investments 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:

**EASEMENT AGREEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT ("Agreement"), is made and entered into effective this ___ day of ___, 2016, by and between **BRG INVESTMENTS**, a Tennessee general partnership ("BRG"), and the **CITY OF KINGSPORT**, a municipal corporation of the State of Tennessee ("Kingsport")

WITNESSETH:

WHEREAS, BRG is the owner of the property located on 1880 Eastman Road, Kingsport, Tennessee consisting of the westerly portion of Lot 4R2 being 75.01 feet in width, and being more particularly described in deed, of record in the Register's Office for Sullivan County at Blountville, Tennessee in Deed Book 2550C, page 194; and

WHEREAS, Kingsport is the owner of the property that adjoins the northern and western boundaries of the above described property, being the property conveyed to it from BRG in deed of record in the Register's Office for Sullivan County at Blountville, Tennessee in Deed Book ___, Page("Property"); and

WHEREAS, it is mutually necessary and desirable for the effective use and enjoyment of the respective properties that a portion of the property owned by BRG be used as a temporary construction easement to facilitate the development of certain improvements on the Property of Kingsport and that Kingsport have certain permanent easements for access to maintain its Property, and each of the parties is in agreement with the other that it shall be so used; and

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) cash, each to the other in hand paid, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Temporary Construction Easement. BRG hereby conveys and grants to Kingsport, its successors and assigns, a temporary, exclusive easement (the "Temporary Construction Easement") across the Reedy Creek Terrace Parking Lot (the "Temporary Easement Area") owned by BRG for the purpose of accessing the property described as the Construction Lay-Down Area both as shown on the attached and incorporated Exhibit A for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the initial construction of the improvements contemplated by Kingsport upon its adjacent property. The term of the Temporary Construction Easement shall begin on the effective date of this Agreement and shall end on December 31, 2017, unless sooner terminated in a writing signed by the parties. Kingsport shall not use the Temporary Easement Area for parking or as a construction lay-down area but only for ingress and egress to its adjacent property.

2. Construction of the Bridge. Kingsport plans to construct a pedestrian bridge (the "Bridge") crossing Reedy Creek from the property owned by BRG to Kingsport Greenbelt owned by Kingsport as more particularly shown on the attached and incorporated Exhibit A.

3. Obligations of Kingsport: Maintenance. Following completion of the initial construction of the Bridge by Kingsport on its adjacent property, it shall clean the Temporary Easement Area and restore it to the condition as existing prior to its commencement of construction. Kingsport shall be responsible for all maintenance of the Bridge, which will be public property, and BRG hereby grants Kingsport an easement for ingress and egress over the Reedy Creek Terrace Parking Lot ("Permanent Easement Area") for the purpose of maintaining the Bridge. The Bridge and all other improvements located on the Property shall be constructed and maintained to the standard that municipalities are required to maintain improvements located on public property to provide access to the Greenbelt for the safety and use of the public.

4. Permanent Easement. BRG hereby conveys and grants to Kingsport, a permanent non-exclusive easement for ingress and egress for Kingsport's Greenbelt lying 6 feet on each side of and parallel and adjacent to the centerline of the Greenbelt extended from the Bridge that will be constructed by Kingsport, such easement running in generally a southwest direction from the southern boundary line of the Property conveyed to Kingsport to the northeast edge of the parking area on the property of BRG now in existence, it being the intent of the parties that Kingsport have an easement so it can construct, connect, and maintain the Greenbelt from Kingsport's Property to the existing parking area of the property owned by BRG.

5. Damages: Liability. In completing the construction contemplated under this Agreement, Kingsport shall make a diligent effort to avoid and minimize damage to BRG's property and associated utilities and improvements and shall promptly reconstruct and repair any damage caused by it. The Bridge will be a publically owned structure and like any publicly owned structure Kingsport shall be responsible for its action or inaction or the action or inaction of its employees, as provided by law.

6. Easement in Gross. This Agreement is an easement in gross exclusively for the benefit of Kingsport as a municipal body and shall not run with the land or otherwise be deemed to be conveyed to any successor in interest of Kingsport. In the event of the conveyance of the adjacent property owned by Kingsport to another party prior to the expiration of this Agreement, the easements conveyed herein shall be deemed revoked.

7. Termination. In the event of termination or revocation of this easement in gross, any party to this Agreement shall have the right to require the other party to sign any document reasonably requested to be signed to terminate of record the rights conveyed herein.

[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 a First Amendment to Reciprocal Easement with BRG Investments and Cole SB Kingsport TN, LLC is approved.

SECTION V. 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, First Amendment to Reciprocal Easement with BRG Investments and Cole SB Kingsport TN, LLC and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

**FIRST AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND
RESTRICTIONS**

THIS FIRST AMENDMENT ("Amendment"), made and entered into as of the _____ day of _____, 2016, by BRG INVESTMENTS, a Tennessee general partnership ("BRG"), COLE SB KINGSPORT TN, LLC, a Delaware limited liability company ("Cole"), and the CITY OF KINGSPORT, a municipal corporation of the State of Tennessee ("Kingsport").

WITNESSETH:

THAT WHEREAS, BRG and the prior owner of Cole's property, NENR, Investments, LLC, previously entered into that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions ("Agreement"), of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 2554C, page 724, relative to certain easements, covenants, conditions, and restrictions related to the development known as the Reedy Creek Shopping Center ("Center");

WHEREAS, BRG intends to convey a portion of the Center to the City of Kingsport for construction of a pedestrian bridge providing access to the property known as the Kingsport Greenbelt, and the parties acknowledge that some of the property to be conveyed to Kingsport is used for retention of storm and surface water drainage from the Center;

NOW, THEREFORE, the parties have agreed to amend the Agreement to facilitate the transfer of the property to Kingsport, and Kingsport agrees to be bound by the terms of the Agreement only as to the property being conveyed to it, and the parties agree to amend the Agreement as follows:

1. Removal of Property from Common Area. The parties hereby agree that the real property as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property") is not part of the Common Area as described in the Agreement and may be conveyed to Kingsport by BRG.
2. Property Subject to Agreement; Drainage Facilities. Kingsport acknowledges that the Property is subject to the Agreement and agrees to be bound by certain terms of the Agreement, as amended herein. Further, Kingsport acknowledges that certain portions of the Property are used for storm and surface water drainage and/or retention ("Drainage Facilities" as defined in the Agreement), which serves to collect the natural flow of surface water on the Property and adjacent properties and deposit surface water in Reedy Creek, which is adjacent to the Property, and on the wetlands area as identified on the exhibits to the Agreement.
3. Construction. Kingsport acknowledges that no permanent building, structures, or other improvements inconsistent with the use and enjoyment of such easements and Drainage Facilities as described in Paragraph 2 hereof shall be constructed on the Property. As an exception to the foregoing, the parties acknowledge that Kingsport shall be permitted to construct a pedestrian bridge, a portion of the greenbelt, and such ancillary structures as it deems advisable on the Property as more particularly shown on Exhibit B attached hereto and incorporated herein by reference ("Permitted Structures"), provided that the Permitted Structures do not affect the natural flow of surface water on the properties subject to the Agreement or otherwise affect the use of the Drainage Facilities as more particularly described in the Agreement.
4. Maintenance of Drainage Facilities: CAM. Kingsport shall be responsible for the maintenance of the Property and the portions of the Drainage Facilities located on the Property. However, Kingsport shall not be obligated to pay any CAM charges associated with its Property. If Kingsport fails to maintain the Property or the Drainage Facilities located on the Property, BRG shall have the right but not the obligation to come upon the Property and conduct such maintenance to clear the Drainage Facilities as it deems necessary or advisable in BRG's sole discretion, provided that BRG has first given Kingsport written notice at least two (2) business days prior to taking action.
5. Terms of Agreement Binding. Kingsport further agrees to be bound by the terms of the Agreement, and its covenants, conditions, and restrictions, as amended herein, only as applicable to the Property. Kingsport shall not be bound by the terms of Paragraph 2.2 and Articles 4, 5, 6, 7,

8, and 10 of the Agreement, except that Kingsport shall be restricted to using the Property for public purposes only and shall not be permitted to use the Property for any commercial purposes. Any notice required to be given to Kingsport under the Agreement, as amended herein, shall be addressed as follows:

City of Kingsport

Attn: J. Michael Billingsley, Esq., City Attorney 225 West Center St.
Kingsport, TN 37660

6. Amendment; Entire Agreement. The parties acknowledge that this Amendment is executed pursuant to Paragraph 11.2 of the Agreement. All other terms, covenants, conditions, and restrictions as contained in the original Agreement of record as heretofore stated shall be and remain as stated therein except to the extent as modified, changed or amended herein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and day first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A TO

**FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT
AND COVENANTS CONDITIONS AND RESTRICTIONS**

BEING all of Lot 3, of map titled "Lot 2 and Lot 3, Reedy Creek Terrace" of record in the Register's Office for Sullivan County, Tennessee, in Plat Book 54 at page 599; and being part of the property conveyed to the BRG Investments, a Tennessee general partnership, by deed of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 2550C at page 194; to all of which reference is hereby expressly made.

SECTION VI. 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 VII. That the Mayor is authorized and directed to take such acts as necessary, to effectuate the purpose of the donation of property from BRG Investments, the approved agreements listed herein and this resolution.

SECTION VIII. 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 IX. 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

**THIS INSTRUMENT PREPARED BY:
WILSON WORLEY MOORE GAMBLE & STOUT PC
2021 Meadowview Lane - 2nd Floor, P.O. Box 88
Kingsport, Tennessee 37662**

THIS QUITCLAIM DEED OF GIFT, made and entered into this the _____ day of December, 2016, by and between **BRG INVESTMENTS, a Tennessee General Partnership**, hereinafter known as the Party of the First Part, and the **CITY OF KINGSFORT, TENNESSEE**, a municipal corporation of the State of Tennessee, hereinafter known as the Party of the Second Part.

W I T N E S S E T H

That as an absolute and unconditional gift from the Party of the First Part, the Party of the First Part has this day bargained and sold and by these presents does hereby grant, transfer and quitclaim unto the Party of the Second Part, its successors and assigns, any and all right, title, claim or interest, if any, which it may have in the following-described property located in the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, to-wit:

BEING all of Lot 3, of map titled "Lot 2 and Lot 3, Reedy Creek Terrace" of record in the Register's Office for Sullivan County, Tennessee, in Plat Book 54 at page 599; and being part of the property conveyed to the Party of the First Part by deed of record in said register's office in Deed Book 2550C at page 194; to all of which reference is hereby expressly made.

THIS CONVEYANCE IS SUBJECT TO Reciprocal Easement Agreement With Covenants, Conditions and Restrictions dated June 27, 2007, between BRG Investments, and NENR Investments, LLC, of record in said register's office in Book 2554C at page 724.

WITNESS the signature of the Party of the First Part by its duly authorized officer this date and day first above written.

BRG INVESTMENTS, a Tennessee General
Partnership

By: _____

**THIS INSTRUMENT PREPARED BY:
Wilson Worley PC
2021 Meadowview Lane - 2nd Floor, P.O. Box 88
Kingsport, Tennessee 37662**

**FIRST AMENDMENT
TO
RECIPROCAL EASEMENT AGREEMENT WITH
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT ("Amendment"), made and entered into as of the ____ day of _____, 2016, by BRG INVESTMENTS, a Tennessee general partnership ("BRG"), COLE SB KINGSPORT TN, LLC, a Delaware limited liability company ("Cole"), and the CITY OF KINGSPORT, a municipal corporation of the State of Tennessee ("Kingsport").

WITNESSETH:

THAT WHEREAS, BRG and the prior owner of Cole's property, NENR, Investments, LLC, previously entered into that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions ("Agreement"), of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 2554C, page 724, relative to certain easements, covenants, conditions, and restrictions related to the development known as the Reedy Creek Shopping Center ("Center");

WHEREAS, BRG intends to convey a portion of the Center to the City of Kingsport for construction of a pedestrian bridge providing access to the property known as the Kingsport Greenbelt, and the parties acknowledge that some of the property to be conveyed to Kingsport is used for retention of storm and surface water drainage from the Center;

NOW, THEREFORE, the parties have agreed to amend the Agreement to facilitate the transfer of the property to Kingsport, and Kingsport agrees to be bound by the terms of the Agreement only as to the property being conveyed to it, and the parties agree to amend the Agreement as follows:

1. Removal of Property from Common Area. The parties hereby agree that the real property as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property") is not part of the Common Area as described in the Agreement and may be conveyed to Kingsport by BRG.

2. Property Subject to Agreement; Drainage Facilities. Kingsport acknowledges that the Property is subject to the Agreement and agrees to be bound by certain terms of the Agreement, as amended herein. Further, Kingsport acknowledges that certain portions of the Property are used for storm and surface water drainage

and/or retention ("Drainage Facilities" as defined in the Agreement), which serves to collect the natural flow of surface water on the Property and adjacent properties and deposit surface water in Reedy Creek, which is adjacent to the Property, and on the wetlands area as identified on the exhibits to the Agreement.

3. Construction. Kingsport acknowledges that no permanent building, structures, or other improvements inconsistent with the use and enjoyment of such easements and Drainage Facilities as described in Paragraph 2 hereof shall be constructed on the Property. As an exception to the foregoing, the parties acknowledge that Kingsport shall be permitted to construct a pedestrian bridge, a portion of the greenbelt, and such ancillary structures as it deems advisable on the Property as more particularly shown on Exhibit B attached hereto and incorporated herein by reference ("Permitted Structures"), provided that the Permitted Structures do not affect the natural flow of surface water on the properties subject to the Agreement or otherwise affect the use of the Drainage Facilities as more particularly described in the Agreement.

4. Maintenance of Drainage Facilities; CAM. Kingsport shall be responsible for the maintenance of the Property and the portions of the Drainage Facilities located on the Property. However, Kingsport shall not be obligated to pay any CAM charges associated with its Property. If Kingsport fails to maintain the Property or the Drainage Facilities located on the Property, BRG shall have the right but not the obligation to come upon the Property and conduct such maintenance to clear the Drainage Facilities as it deems necessary or advisable in BRG's sole discretion, provided that BRG has first given Kingsport written notice at least two (2) business days prior to taking action.

5. Terms of Agreement Binding. Kingsport further agrees to be bound by the terms of the Agreement, and its covenants, conditions, and restrictions, as amended herein, only as applicable to the Property. Kingsport shall not be bound by the terms of Paragraph 2.2 and Articles 4, 5, 6, 7, 8, and 10 of the Agreement, except that Kingsport shall be restricted to using the Property for public purposes only and shall not be permitted to use the Property for any commercial purposes. Any notice required to be given to Kingsport under the Agreement, as amended herein, shall be addressed as follows:

City of Kingsport
Attn: J. Michael Billingsley, Esq., City Attorney
225 West Center St.
Kingsport, TN 37660

6. Amendment; Entire Agreement. The parties acknowledge that this Amendment is executed pursuant to Paragraph 11.2 of the Agreement. All other terms, covenants, conditions, and restrictions as contained in the original Agreement of record as heretofore stated shall be and remain as stated therein except to the extent as modified, changed or amended herein.

COLE SB KINGSPORT TN, LLC,
a Delaware limited liability company:

By: _____

Its: _____

STATE OF TENNESSEE :

: ss.

COUNTY OF SULLIVAN :

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, _____, with whom I am personally acquainted and who, upon oath, acknowledged her/himself to be the _____ of COLE SB KINGSPORT TN, LLC, the within-named bargainer, a a Delaware limited liability company, and that s/he as _____, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the partnership by her/himself as _____.

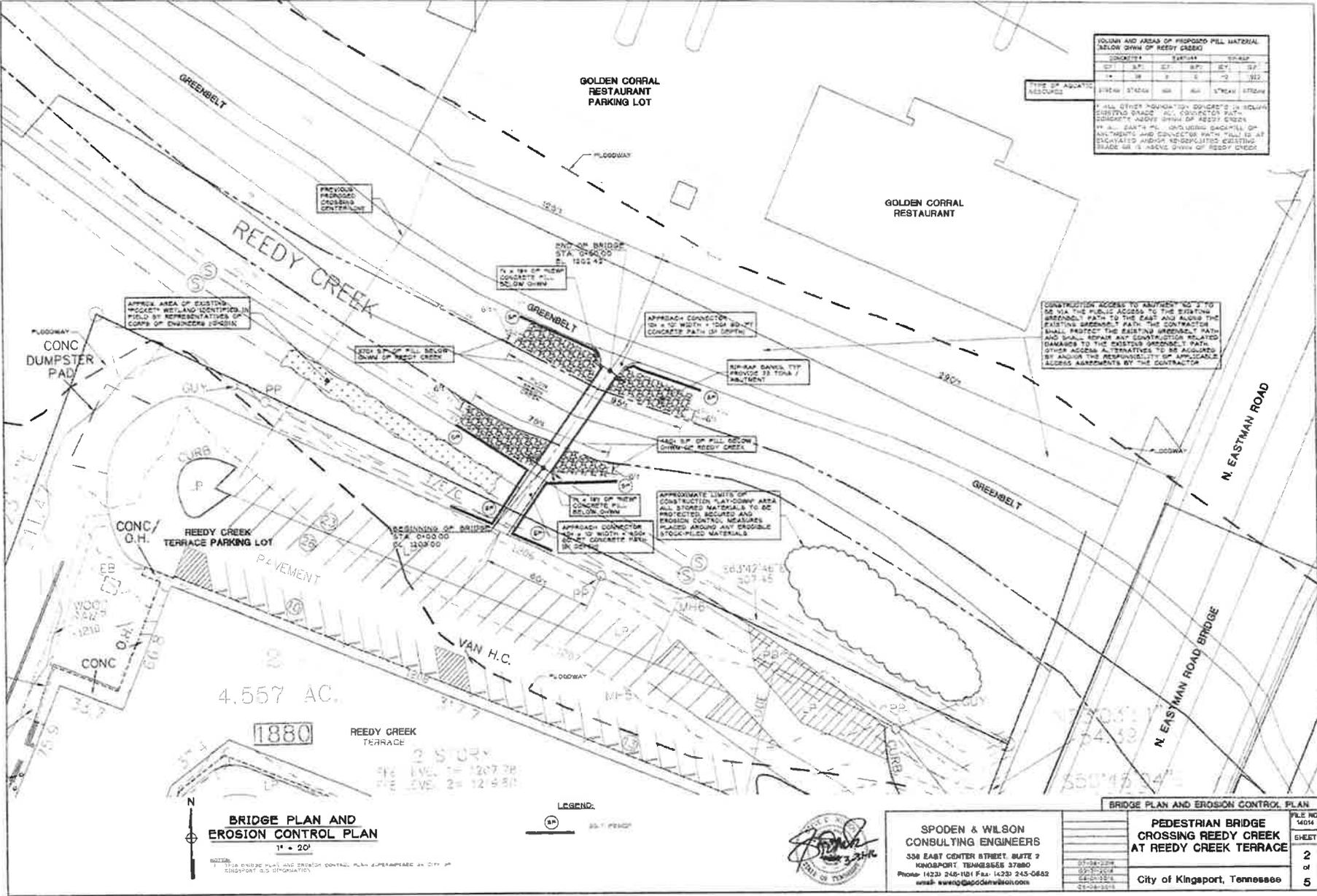
WITNESS my hand and official seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

EXHIBIT A
TO
FIRST AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT
AND COVENANTS CONDITIONS AND RESTRICTIONS

BEING all of Lot 3, of map titled "Lot 2 and Lot 3, Reedy Creek Terrace" of record in the Register's Office for Sullivan County, Tennessee, in Plat Book 54 at page 599; and being part of the property conveyed to the BRG Investments, a Tennessee general partnership, by deed of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 2550C at page 194; to all of which reference is hereby expressly made.



VOLUME AND AREAS OF PROPOSED FILL MATERIAL BELOW DOWN OF REEDY CREEK

CONCRETE	VERTICAL		HORIZONTAL	
	CU YD	CU YD	CU YD	CU YD
1*	18	3	5	2

TOTAL OF VERTICAL RECORDS: VOLUME: 24 CU YD; AREA: 1,174 SQ FT

* ALL OTHER FOUNDATION CONCRETS IN SOLID EXISTING BRIDGE SHALL BE CONSIDERED AS CONCRETE ABOVE DOWN OF REEDY CREEK. IN ALL CASES WHERE USING BAGGED FILL OR TREATMENT AND CONCRETE WITH FILL IS AT EXISTING AND/OR ADJACENT EXISTING BRIDGE OR IS ABOVE DOWN OF REEDY CREEK.

CONSTRUCTION ACCESS TO BRIDGE NO. 2 TO BE VIA THE PUBLIC ACCESS TO THE EXISTING GREENBELT PATH TO THE EAST AND ALONG THE EXISTING GREENBELT PATH. THE CONTRACTOR SHALL PROTECT THE EXISTING GREENBELT PATH AND SHALL REPAIR ANY CONSTRUCTION RELATED DAMAGES TO THE EXISTING GREENBELT PATH. OTHER ACCESS ALTERNATIVES TO BE ASSURED BY AND UNDER THE RESPONSIBILITY OF APPLICABLE ACCESS AGREEMENTS BY THE CONTRACTOR.

BRIDGE PLAN AND EROSION CONTROL PLAN
1" = 20'

NOTES:
1. THIS BRIDGE PLAN AND EROSION CONTROL PLAN IS PREPARED IN ACCORDANCE WITH THE CITY OF KINGSPORT DESIGN SPECIFICATIONS.

LEGEND:
BRIDGE
30' FENCE



SPODEN & WILSON
CONSULTING ENGINEERS
530 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37880
Phone: (423) 245-1011 Fax: (423) 245-0882
www: www.spodenwilson.com

BRIDGE PLAN AND EROSION CONTROL PLAN		FILE NO.
PEDESTRIAN BRIDGE CROSSING REEDY CREEK AT REEDY CREEK TERRACE		14014
		SHEET
		2
		of
		5

City of Kingsport, Tennessee

**THIS INSTRUMENT PREPARED BY:
Wilson Worley PC
2021 Meadowview Lane - 2nd Floor, P.O. Box 88
Kingsport, Tennessee 37662**

**EASEMENT AGREEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT ("Agreement"), is made and entered into effective this ___ day of _____, 2016, by and between **BRG INVESTMENTS**, a Tennessee general partnership ("BRG"), and the **CITY OF KINGSPORT**, a municipal corporation of the State of Tennessee ("Kingsport")

WITNESSETH:

WHEREAS, BRG is the owner of the property located on 1880 Eastman Road, Kingsport, Tennessee consisting of the westerly portion of Lot 4R2 being 75.01 feet in width, and being more particularly described in deed, of record in the Register's Office for Sullivan County at Blountville, Tennessee in Deed Book 2550C, page 194; and

WHEREAS, Kingsport is the owner of the property that adjoins the northern and western boundaries of the above described property, being the property conveyed to it from BRG in deed of record in the Register's Office for Sullivan County at Blountville, Tennessee in Deed Book _____, page _____ ("Property"); and

WHEREAS, it is mutually necessary and desirable for the effective use and enjoyment of the respective properties that a portion of the property owned by BRG be used as a temporary construction easement to facilitate the development of certain improvements on the Property of Kingsport and that Kingsport have certain permanent easements for access to maintain its Property, and each of the parties is in agreement with the other that it shall be so used; and

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) cash, each to the other in hand paid, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Temporary Construction Easement. BRG hereby conveys and grants to Kingsport, its successors and assigns, a temporary, exclusive easement (the "Temporary Construction Easement") across the Reedy Creek Terrace Parking Lot (the "Temporary Easement Area") owned by BRG for the purpose of accessing the property described as the Construction Lay-Down Area both as shown on the attached and incorporated Exhibit A for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the initial construction of the improvements contemplated by Kingsport upon its adjacent property. The term of the Temporary Construction Easement shall begin on the effective date of this Agreement and shall end on December 31, 2017, unless sooner terminated in a writing signed by the parties. Kingsport shall not use the Temporary Easement Area for parking or as a construction lay-down area but only for ingress and egress to its adjacent property.

2. Construction of the Bridge. Kingsport plans to construct a pedestrian bridge (the "Bridge") crossing Reedy Creek from the property owned by BRG to Kingsport Greenbelt owned by Kingsport as more particularly shown on the attached and incorporated Exhibit A.

3. Obligations of Kingsport, Maintenance. Following completion of the initial construction of the Bridge by Kingsport on its adjacent property, it shall clean the Temporary Easement Area and restore it to the condition as existing prior to its commencement of construction. Kingsport shall be responsible for all maintenance of the Bridge, which will be public property, and BRG hereby grants Kingsport an easement for ingress and egress over the Reedy Creek Terrace Parking Lot ("Permanent Easement Area") for the purpose of maintaining the Bridge. The Bridge and all other improvements located on the Property shall be constructed and maintained to the standard that municipalities are required to maintain improvements located on public property to provide access to the Greenbelt for the safety and use of the public.

4. Permanent Easement. BRG hereby conveys and grants to Kingsport, a permanent non-exclusive easement for ingress and egress for Kingsport's Greenbelt lying 6 feet on each side of and parallel and adjacent to the centerline of the Greenbelt extended from the Bridge that will be constructed by Kingsport, such easement running in generally a southwest direction from the southern boundary line of the Property conveyed to Kingsport to the northeast edge of the parking area on the property of BRG now in existence, it being the intent of the parties that Kingsport have an easement so it

can construct, connect, and maintain the Greenbelt from Kingsport's Property to the existing parking area of the property owned by BRG.

5. Damages; Liability. In completing the construction contemplated under this Agreement, Kingsport shall make a diligent effort to avoid and minimize damage to BRG's property and associated utilities and improvements and shall promptly reconstruct and repair any damage caused by it. The Bridge will be a publically owned structure and like any publicly owned structure Kingsport shall be responsible for its action or inaction or the action or inaction of its employees, as provided by law.

6. Easement in Gross. This Agreement is an easement in gross exclusively for the benefit of Kingsport as a municipal body and shall not run with the land or otherwise be deemed to be conveyed to any successor in interest of Kingsport. In the event of the conveyance of the adjacent property owned by Kingsport to another party prior to the expiration of this Agreement, the easements conveyed herein shall be deemed revoked.

7. Termination. In the event of termination or revocation of this easement in gross, any party to this Agreement shall have the right to require the other party to sign any document reasonably requested to be signed to terminate of record the rights conveyed herein.

[SIGNATURE PAGES FOLLOW.]

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

BRG INVESTMENTS,
a Tennessee general partnership:

By: _____

Its: _____

STATE OF TENNESSEE :

: ss.

COUNTY OF SULLIVAN :

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, _____, with whom I am personally acquainted and who, upon oath, acknowledged her/himself to be the _____ of BRG INVESTMENTS, the within-named bargainor, a Tennessee general partnership, and that s/he as _____, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the partnership by her/himself as _____.

WITNESS my hand and official seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

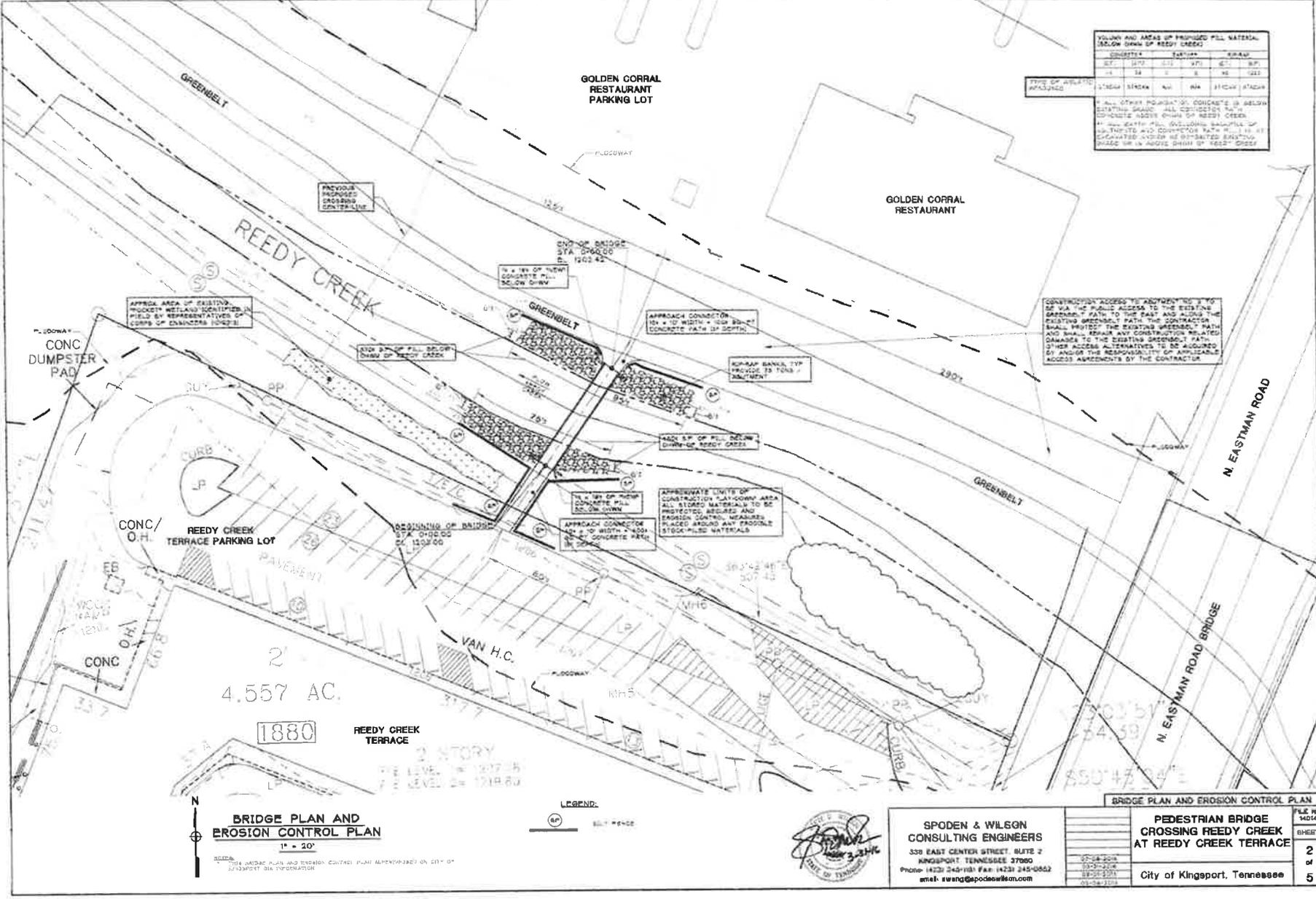
VOLUMES AND AREAS OF PROPOSED FILL MATERIAL (BELOW GRADE OF REEDY CREEK)						
CONCRETE	FILL	GRAVEL	GRAVEL	GRAVEL	GRAVEL	GRAVEL
ST. 1	ST. 2	ST. 3	ST. 4	ST. 5	ST. 6	ST. 7
14	28	1	2	2	2	2

TYPE OF MATERIAL APPLICABLE

1. ALL OTHER PORTIONS OF CONCRETE IS BELOW EXISTING GRADE. ALL CONSTRUCTION SHALL BE CONCRETE ABOVE GRADE OF REEDY CREEK.

2. ALL OTHER PORTIONS OF CONCRETE IS BELOW EXISTING GRADE. ALL CONSTRUCTION SHALL BE CONCRETE ABOVE GRADE OF REEDY CREEK.

3. ALL OTHER PORTIONS OF CONCRETE IS BELOW EXISTING GRADE. ALL CONSTRUCTION SHALL BE CONCRETE ABOVE GRADE OF REEDY CREEK.



CONSTRUCTION ACCESS TO AND FROM THE BRIDGE SHALL BE VIA THE PUBLIC ACCESS TO THE EXISTING GREENBELT PATH TO THE EAST AND ALONG THE EXISTING GREENBELT PATH TO THE WEST. THE CONTRACTOR SHALL PROTECT THE EXISTING GREENBELT PATH AND SHALL REPAIR ANY CONSTRUCTION RELATED DAMAGE TO THE EXISTING GREENBELT PATH. OTHER ACCESS ALTERNATIVES TO BE ACCURATELY AND/OR THE RESPONSIBILITY OF APPLICABLE ACCESS AGREEMENTS BY THE CONTRACTOR.

APPROXIMATE LIMITS OF CONSTRUCTION PLAY-DOUGH AREA ALL STORED MATERIALS TO BE PROTECTED, SECURED AND EROSION CONTROL MEASURES PLACED AROUND ANY PROXIMATE STORED MATERIALS.

18" x 12" WIDENING OF NEW CONCRETE FILL BELOW GRADE

END OF BRIDGE STA. 2140.00

GOLDEN CORRAL RESTAURANT PARKING LOT

GOLDEN CORRAL RESTAURANT

2
4.557 AC.

1880

REEDY CREEK TERRACE

2 STORY
F.L. LEVEL = 1217.05
F.L. LEVEL = 1218.00

SPODEN & WILSON
CONSULTING ENGINEERS
330 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37050
Phone: (423) 245-1981 Fax: (423) 245-0852
email: swang@spodenwilson.com

PEDESTRIAN BRIDGE
CROSSING REEDY CREEK
AT REEDY CREEK TERRACE

City of Kingsport, Tennessee

FILE NO. 14014
SHEET 2 of 5



AGENDA ACTION FORM

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

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

Action Form No.: AF-23-2017
 Work Session: January 17, 2017
 First Reading: N/A

Final Adoption: January 17, 2017
 Staff Work By: Chris McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Community Foundation Centennial Park Project Fund through the East Tennessee Foundation has awarded Grant No. 20170003 in the amount of \$70,000.00 to the city for use in the Kingsport Centennial Park project. The award letter, a copy of which is contained in the resolution, must be executed to approve the receipt of the grant. The letter sets out the terms and conditions of the grant donation.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING GRANT NO. 20170003 FROM THE KINGSFORT 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

WHEREAS, the Kingsport Community Foundation Centennial Park Project Fund has awarded Grant No. 20170003 in the amount of \$70,000.00 to the city for use in the Kingsport Centennial Park; and

WHEREAS, to complete acceptance of the grant funds the East Tennessee Foundation has requested the city execute the letter of award as set out in the resolution below; and

WHEREAS, the terms and conditions of the grant are set out below in the letter of award.

Now therefore,

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

SECTION I. That Grant No. 20170003 from the Kingsport Community Foundation Centennial Park Project Fund through the East Tennessee Foundation in the amount of \$70,000.00 for the Kingsport Centennial Park and the letter of award are 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 letter of award and all documents necessary and proper receive Grant No. 20170003 from the Kingsport Community Foundation Centennial Park Project Fund through the East Tennessee Foundation in the amount of \$70,000.00 for the Kingsport Centennial Park, said letter as set out below:

January 5, 2017
The Honorable John Clark
City of Kingsport
225 West Center Street
Kingsport, TN 37660-4237

Dear Mayor Clark:

The Board of Directors of East Tennessee Foundation is pleased to inform you that the City of Kingsport has been approved to receive a grant in the amount of \$70,000 from the Kingsport Community Foundation Centennial Park Project Fund.

Please read your grant award letter carefully. If you have any questions about its terms or conditions or any other aspect of the Kingsport Community Foundation Centennial Park Project Fund, please contact Trudy Hughes, Director of Regional Development.

The terms and conditions of this award are as follows:

1. Grant Number: Please refer to this grant as grant number 20170003 in all correspondence regarding this award.
2. Public Acknowledgement: Raising public awareness of Kingsport Community Foundation and East Tennessee Foundation is a grant requirement. In particular, East Tennessee Foundation:
 - Requires the City of Kingsport to acknowledge this grant and the support of Kingsport Community Foundation and East Tennessee Foundation on all listings of your annual funders.

- Requires the City of Kingsport to acknowledge Kingsport Community Foundation and East Tennessee Foundation in all appropriate programs and publications, permanent site recognition, printed materials, press releases, or media coverage pertaining to the Greater Kingsport Centennial Park Project.
 - Requests that the City of Kingsport display a link to East Tennessee Foundation's website (www.easttennesseefoundation.org) on its website.
3. General Terms and Conditions: The City of Kingsport agrees:
- To use the funds from this award only for the designated purposes and not for any other purpose without advance written approval from East Tennessee Foundation;
 - To notify ETF of any change in the City of Kingsport's executive staff or in key staff for this project, or any other change that impairs the City's ability to utilize the grant as intended.
 - To maintain books and records adequate to demonstrate that the funds were expended for the purpose intended;
 - To give ETF reasonable access to the City of Kingsport's files and records for the purposes of making audits and verifications as it deems necessary concerning the grant; and
 - To return to ETF any unexpended funds or any portion of the grant that is not used for the purposes specified in this grant award letter
4. Acceptance of Grant Award and Check: To acknowledge your acceptance of this grant award and check, please return the signed original of this letter to East Tennessee Foundation.
5. Equal Opportunity: By accepting this grant award, the City of Kingsport certifies that it is an *equal opportunity employer and provider of services*.
- Congratulations on the award and best wishes for successful completion of the Greater Kingsport Centennial Park Project!

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

SECTION IV. 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 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 17th day of January, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Acceptance of FY2016 Comprehensive Annual Financial Report

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

Action Form No.: AF-22-2017
 Work Session: January 17, 2017
 First Reading: N/A
 Final Adoption: January 17, 2017
 Staff Work By: Lisa Winkle
 Presentation By: Demming/McIntire

Recommendation:

Accept the comprehensive annual financial report for the fiscal year ending June 30, 2016.

Executive Summary:

Attached for your consideration is the comprehensive annual financial report (CAFR). The report contains management’s transmittal letter to the Board of Mayor and Aldermen, the Management’s Discussion of Analysis (MD&A) letter that summarizes significant financial changes and overview of the City’s financial condition at June 30, 2016, the auditor’s opinion letter, audited financial statements, stat tables, compliance reports and findings.

The audit for June 30, 2016 was conducted by Brown Edwards & Company, LLP. Richard Linnen was the partner in charge of our audit and will be at the work session for any questions. Other members of the audit team were David Elkins, Jordon Owens and Ron Shadden.

Mike McIntire, the Chairman of the Audit Committee, will give a short presentation.

Mr. Mike McIntire discussed the 2016 CAFR and the results of the audit with Mr. Linnen and his audit team on December 29, 2016.

Attachments:

1. Comprehensive Annual Financial Report
2. Audit Committee Letter
3. Comments on Internal Control

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



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-03-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 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 rights-of-way and easements across affected properties for Phase 5 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 attached property owners.

This project will be funded under #SW1512.

Attachment:

1. Colonial Heights Sanitary Sewer Project – Phase 5 Additional Offers
2. Project Location Map

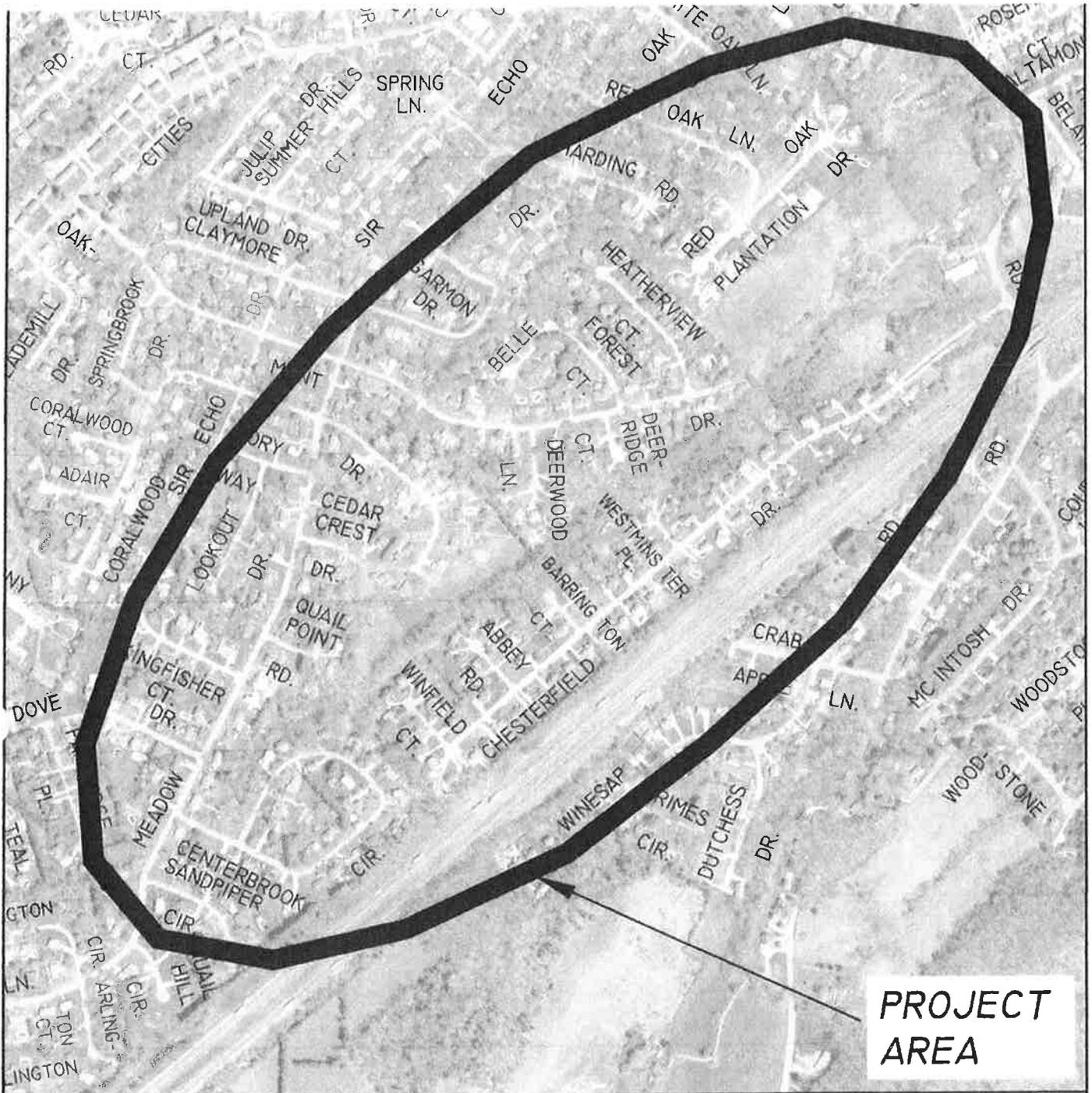
Funding source appropriate and funds are available: *js*

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

Colonial Heights Sewer Project – Phase 5 Additional Offers

<u>Tax Map & Parcel</u>	<u>Property Owner/s</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#106B;H-005.00	William & Kimberly Amburn 296 Chesterfield Drive Kingsport, TN 37663	Perm. 1,657 sq. ft. Temp. 2,208 sq. ft.	\$630.00 \$629.00
#106B; G-022.00	Jane Armstrong 468 Oakmont Drive Kingsport, TN 37663	Perm. 2,737 sq. ft. Temp. 2,236 sq. ft.	\$933.00 \$912.00
#106G; F-001.45	Randy & Kimberly Barnes 433 Coralwood Drive Kingsport, TN 37663	Perm. 4,032 sq. ft. Temp. 4,891 sq. ft.	\$694.00 \$631.00
#106G; H-020.00	Paul & Glenna Bowen, Trustees 314 Barrington Court Kingsport, TN 37663	Perm. 3,043 sq. ft. Temp. 3,963 sq. ft.	\$1,056.00 \$1,034.00
#106G; H-027.00	Amanda Creech 324 Abbey Road Kingsport, TN 37663	Perm. 918 sq. ft. Temp. 1,071 sq. ft.	\$430.00 \$376.00
#106B; H-006.00	Melinda Hannah 304 Chesterfield Drive Kingsport, TN 37663	Perm. 1,591 sq. ft. Temp. 4,307 sq. ft.	\$668.00 \$689.00
#106G; F-001.40	David & Lisa Harris 437 Coralwood Drive Kingsport, TN 37663	Perm. 8,780 sq. ft. Temp. 11,729 sq. ft.	\$1,791.00 \$1,795.00
#106B; A-083.20	Mark & Marian Harrison 413 Cedar Crest Drive Kingsport, TN 37663	Perm. 1,446 sq. ft. Temp. 1,094 sq. ft.	\$677.00 \$384.00
#106G; F-001.20	James, Jr. & Christina McLellan 424 Coralwood Drive Kingsport, TN 37663	Perm. 2,193 sq. ft. Temp. 2,928 sq. ft.	\$763.00 \$765.00
#106G; H-022.00	Stanley Polichnowski, Trustee 315 Barrington Court Kingsport, TN 37663	Perm. 110 sq. ft. Temp. 899 sq. ft.	\$33.00 \$203.00
#106B; H-004.00	David & Yvonne Raden 284 Chesterfield Drive Kingsport, TN 37663	Perm. 1,653 sq. ft. Temp. 2,203 sq. ft.	\$648.00 \$648.00

#106B; H-008.00	John & Carolyn Stevens 322 Chesterfield Drive Kingsport, TN 37663	Perm. 1,502 sq. ft. Temp. 2,003 sq. ft.	\$571.00 \$571.00
#106G; F-001.25	D. Lynn & Sherry Stump 430 Coralwood Drive Kingsport, TN 37663	Perm. 121 sq. ft. Temp. 1,054 sq. ft.	\$50.00 \$324.00
#106G; F-001.30	Floyd & Mary Christine Terry 445 Coralwood Drive Kingsport, TN 37663	Perm. 4,202 sq. ft. Temp. 4,784 sq. ft.	\$1,429.00 \$1,220.00
#106B; H-003.00	Thomas Vest Alice Grizzel 274 Chesterfield Drive Kingsport, TN 37663	Perm. 979 sq. ft. Temp. 1,197 sq. ft.	\$333.00 \$306.00
#106B; H-007.00	Claude & Patricia Wilcox 312 Chesterfield Drive Kingsport, TN 37663	Perm. 1,515 sq. ft. Temp. 2,020 sq. ft.	\$600.00 \$600.00



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

FIGURE I - LOCATION MAP



AGENDA ACTION FORM

Approval of Easements and Right-of-Way Acquisition

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

Action Form No.: AF-12-2017
Work Session: January 17, 2017
First Reading: N/A

Final Adoption: January 17, 2017
Staff Work By: R. Trent; H. Clabaugh
Presentation By: R. McReynolds

Recommendation:

Approve the offer.

Executive Summary:

In order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested easements and a right-of-way acquisition across affected property for the Brightwood Lane Pump Station site. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owners.

<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>Acquisition Area</u>	<u>Appraised Value</u>
092N; B-019.00	George E. Jr. & Irene Bradley 4509 Brightwood Lane Kingsport, TN 37663	ROW 3,355 sq. ft. Perm. 3,131 sq. ft. Temp. 1,774 sq. ft.	\$1,812.00 \$676.00 \$288.00

This project will be funded under #SW1511.

Attachment:

- 1. Project Location Map

Funding source appropriate and funds are available: Je

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

**BRIGHTWOOD LANE
PUMP STATION**

**LEBANON RD./DROKE
FARM PUMP STATION**



**PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE IV
SEWER PUMP STATIONS
FIGURE I - LOCATION MAP**