



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

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

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

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. Update on Family Justice Center – Karen Boyd
4. Sales Tax, Wellness Clinic, Safety & Projects Status – Jeff Fleming
5. Review of Items on July 18, 2017 Business Meeting Agenda
6. Adjourn

Next Work Session, July 31, 2017: General Shale, Church Circle & KHRA Update

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

BMA Report, July 17, 2017

Financial Comments, Judy Smith



Not available at this time.

Kingsport Employee Wellness, Terri Evans

	01/01/2017 – 06/30/2017	06/01/2017 – 06/30/2017
Total Utilization	88.5%	91.6%
City – Active Employees	51.3%	53.0%
City – Dependents	28.8%	30.5%
City – Retirees	3.0%	2.3%
Extended-Patient Services/Other	0%	.1%
Work Comp	.2%	.2%
No Show	5.2%	5.5%

Worker's Compensation, Terri Evans

For the month of June 2017, the city had no compensable lost time workers compensation claims.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	8/1/2017	Pumps are running smoothly. Generator automatic switchover operating. L&C and Rockwell will be on site next week to resolve communication issues prior too seven day test.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary Design underway.
\$6,616,000.00	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	3/21/2018	Tunnel under CSX is complete, pipe installed. Contractor setting up to tunnel under W. Sullivan St. near Reedy Creek bridge.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	Received signed contracts. Scheduling kick off meeting.
\$4,300,000.00	Chad Austin	Hank Clabaugh	Border Regions Utility Upgrades		2/17/2020	Design to begin January 2018
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	11/15/2018	Bid Opening scheduled for 8/3/17.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	Desgin underway
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Received easement descriptions. Will work with begin working with Rochelle to purchase easements.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Utility coordination underway.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Contractor working in Chesterfield Area.
\$2,263,500.00	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Pre-bid conference 7/12 at 11 a.m.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contractor working in Droke Farm area.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Survey is complete and the Environmental Document underway.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	8/4/2017	Construction substantially complete, waiting for phone lines for final inspections. Furniture installation underway.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Project update meeting scheduled for 7/13.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	90% plans review meeting held 7/6/17. BWS&C waiting on final comments.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	8/25/2017	Topsoil installation has started where the walks are complete. Irrigation to begin 7/17.
\$977,566.00	Ronnie Hammonds	Clabaugh, Hank	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	11/17/2017	Start date for construction is on or about July 17, 2017.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$961,140.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Consultant Evaluation Committee has selected primary and secondary consultant and will be negotiating a finalized scope and fee.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	12/31/2017	Specifications, DBE Goal, Advertisement are approved. Awaiting Final Plans and ROW certification.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	Grading at both of the sites continues.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Final ROW Plans development underway.
\$638,357.70		Clabaugh, Hank	2017 Contracted Paving - Colonial Heights Area		10/31/2017	Contracts are working their way through the signature, bonding, process.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	BWSC under contract for master planning services.
\$522,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	9/21/2017	Concrete sidewalk at alt. 1 parking lot complete and base course of asphalt in place. Alt. 2 sidewalk is underway.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	NTP with construction phase received. Advertisement 7/16/2017.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/27/2019	Design modifications and easement drawings being made by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$350,000.00	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	Building Character was the low bidder. The bid recommendation has been sent to TDEC for approval.
\$245,100.00	Rob Cole	Austin, Chad	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	Contractor to start light demo and temporary fencing June 26
\$234,825.75	City Schools	Clabaugh, Hank	Dobyns-Bennett Parking Lot Improvements (Park St/Center St)		7/28/2017	The project is almost complete. Remaining work includes pavement striping/markings, landscaping, and installation of curb stops.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Bid documents sent to TDOT for review and approval.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park Improvements	GP1629	9/15/2017	Additional asbestos materials were uncovered and are being abated prior to demolition beginning.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$179,260.00	Tim Elsea	Elsea, Tim	Sullivan Street & Clay Street Signal	GP1740	10/13/2017	Anticipate construction to begin on or about July 24, 2017.
\$130,000.00	Lynn Tully	Mason, David	Church Circle Improvements	GP1224	11/17/2017	Project Advertisement 7/2/17. Bid opening scheduled for 8/1/17.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	The bid opening is scheduled for July 26th.
\$45,884.40	Kitty Frazier	Mason, David	Shade Structures at Brickyard Park	GP1729	8/31/2017	Materials on order.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

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

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

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager of Operations
J. Michael Billingsley, City Attorney
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 – Phip Sams, First Christian Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards

IV.B. APPOINTMENTS

1. Reappointments to the Tree Advisory Board (AF: 201-2017) (Mayor Clark)
 - Reappointments

2. Appointments to the Board of Electrical Examiners (AF: 207-2017) (Mayor Clark)
 - Appointments
3. Reappointments to the Parks and Recreation Advisory Committee (AF: 208-2017) (Mayor Clark)
 - Reappointments

V. APPROVAL OF MINUTES

1. Work Session – July 5, 2017
2. Business Meeting – July 5, 2017

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Ordinance Amending the FY18 Community Development Block Grant Budget (AF: 205-2017) (Lynn Tully)
 - Ordinance – First Reading
2. Reclassification of Three (3) Personnel Positions and Accept Two (2) Communication Specialists Positions from KECD 911 (AF: 198-2017) (David Quillin)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriate Partnership Support Grant from Tennessee Arts Commission (AF: 184-2017) (Chris McCartt)
 - Ordinance – **Second Reading and Final Adoption**
2. Budget Ordinance Appropriating Funds and Enter into a Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for Meadowview Roadway Design & Permitting Services (AF: 195-2017) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Implement a Diabetes Prevention Program Offered Through the YMCA (AF: 200-2017) (Lesley Phillips)
 - Resolution

2. Approve Resolution to Apply for and Receive Funds from the Chancery Senior Elder Trust (AF: 204-2017) (Shirley Buchanan)
 - Resolution
3. Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 17-18 (AF:197-2017) (Chris McCartt)
 - Resolution
4. Memorandum of Understanding with the Tennessee Department of Transportation (TDOT) for a Multiphase Traffic Signal for SR36 at Holston Hills Drive (AF: 202-2017) (Ryan McReynolds)
 - Resolution
5. Issue a Purchase Order to Southern Lighting & Traffic Systems for Traffic Signal Cabinets (AF: 203-2017) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

1. Approval of Easement and Right-of-Way (AF: 199-2017) (Ryan McReynolds)
 - Offers
2. Approval of Easements and Rights-of-Way (AF: 206-2017) (Ryan McReynolds)
 - Offers

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors
- D. Emergency Repair for Justice Center Report

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Wednesday, July 5, 2017, 4:00 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman-Elect Jennifer Adler

Alderman-Elect Joe Begley

Alderman-Elect Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **FUNFEST 2017.** Mr. Carlos Carvajal with the Chamber of Commerce gave a presentation on this item detailing the upcoming events for this year's funfest.
4. **PAVING PROGRAM UPDATE.** Assistant City Manager for Operations Ryan McReynolds presented this item and answered questions from the board on this process. Some discussion followed.
5. **PROJECTS STATUS.** City Manager Fleming provided highlights on city projects.
6. **REVIEW OF AGENDA ITEMS ON THE JULY 5, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.2 Budget Ordinance Appropriating Funds and Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for Meadowview Roadway Design & Permitting Services (AF: 195-2017). City Manager Fleming gave information on this item, describing the partnership with Eastman on this project and pointing out there were no incentive packages, PILOTS or TIFS being issued. Assistant City Manager for Operation Ryna McReynolds provided further details on adding a traffic signal and answered questions.

VI.C.2 Budget Adjustment Ordinance for FY17 (AF: 178-2017). City Manager Fleming gave details on this item, noting it was to clean up and make adjustments for the end of the fiscal year.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Wednesday, July 5, 2017

VI.D.3 Enter into a Mutual Aid Agreement with the Sullivan County Highway Department for Resurfacing of the City's Portion of Buttermilk Road (AF: 190-2017). City Attorney Billingsley provided information on this item. He stated the county will not be meeting for a month, but he has talked to the County Attorney about this process.

VI.D.4 Approve an Assignment of a Lease at V. O. Dobbins Facility (AF: 191-2017). Melanie Lamb from Wilson Worley attorneys discussed this item, stating the Johnson City and Kingsport offices of Contact Concern would be merging and moving to the Kingsport location.

VI.D.6 Consider Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2006 (AF: 138-2017). City Manager Fleming noted that 99% of the taxes had been collected resulting in only about \$21,000 that hasn't been collected for the last 11 years.

Ms. Barbara Brown made comments to the board.

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:22 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
Wednesday, July 5, 2017, 7:00 PM
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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

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

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

II.B. **INVOCATION:** Pastor David Salley, Gravelly Baptist Church.

III.A. **SWEARING IN OF ELECTED BOARD MEMBERS - Judge McLellan.**

John Clark, Mayor
Jennifer Adler, Alderman
Joe Begley, Alderman
Betsy Cooper, Alderman
Colette George, Alderman

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

III.C. **SELECTION OF VICE MAYOR.**

Motion/Second: George/Olterman, for Mike McIntire:

Approved: All present voting "aye."

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

1. Keeton Family – Feed the Fire.

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

V. **APPROVAL OF MINUTES.**

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

- A. June 19, 2017 Regular Work Session
- B. June 20, 2017 Regular Business Meeting

Approved: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Wednesday, July 5, 2017**

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Appropriate Partnership Support Grant from Tennessee Arts Commission (AF: 184-2017) (Chris McCartt).

Motion/Second: George/Adler, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Ordinance Appropriating Funds and Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for Meadowview Roadway Design & Permitting Services (AF: 195-2017) (Ryan McReynolds).

Motion/Second: McIntire/Begley, to pass:

Resolution No. 2018-001, A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR MEADOWVIEW ROADWAY DESIGN AND PERMITTING SERVICES 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."

Motion/Second: McIntire/Cooper, 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, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Wednesday, July 5, 2017**

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds (AF: 177-2017) (Chris McCartt).

Motion/Second: George/McIntire, to pass:

ORDINANCE NO. 6683, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE LIBRARY CHILDREN'S ARTWORK PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Adjustment Ordinance for FY17 (AF: 178-2017) (Jeff Fleming).

Motion/Second: McIntire/Adler, to pass:

ORDINANCE NO. 6684, 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, Adler, Begley, Cooper, George and McIntire and Olterman voting "aye."

D. OTHER BUSINESS.

1. Approve Updates to the City's Substance Abuse Policy Consistent with Federal Transit Authority Regulations (AF: 182-2017) (Mike Billingsley).

Motion/Second: Olterman/George, to pass:

Resolution No. 2018-002, A RESOLUTION AMENDING THE FEDERAL TRANSIT AUTHORITY SUBSTANCE ABUSE POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

2. Bid Award for the Purchase of Tire Recapping Services to the Goodyear Tire & Rubber Company (AF: 189-2017) (Ryan McReynolds)

Motion/Second: George/Cooper, to pass:

Resolution No. 2018-003, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF TIRE RECAPPING SERVICES TO THE GOODYEAR TIRE & RUBBER COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Wednesday, July 5, 2017**

3. Enter into a Mutual Aid Agreement with the Sullivan County Highway Department for Resurfacing of the City's Portion of Buttermilk Road (AF: 190-2017) (Ryan McReynolds).

Motion/Second: Begley/Olterman, to pass:

Resolution No. 2018-004, A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT TO RESURFACE A PORTION OF BUTTERMILK ROAD LOCATED IN THE CITY LIMITS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

4. Approve an Assignment of a Lease at V. O. Dobbins Facility (AF: 191-2017) (Chris McCartt).

Motion/Second: McIntire/Begley, to pass:

Resolution No. 2018-005, A RESOLUTION APPROVING AN ASSIGNMENT OF A LEASE TO CONTACT 211 OF NORTHEAST TENNESSEE, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

5. Amendment to Annual Flagging Service Agreement (AF: 192-2017) (Ryan McReynolds).

Motion/Second: George/McIntire, to pass:

Resolution No. 2018-006, A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH AWP, INC. FOR FLAGGING AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

6. Consider Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2006 (AF: 138-2017) (Joe May).

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2018-007, A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2016 FOR THE TAX YEAR 2006 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

Passed: All present voting "aye."

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7. Condemn Easements and Right-of-Ways for Colonial Heights Sanitary Sewer Project (AF: 196-2017) (Mike Billingsley).

Motion/Second: Adler/Olterman, to pass:

Resolution No. 2018-008, A RESOLUTION TO AUTHORIZE CONDEMNATION PROCEEDINGS FOR PHASE 5 OF THE COLONIAL HEIGHTS SANITARY SEWER EXTENSION PROJECT

Passed: All present voting "aye."

VII. CONSENT AGENDA.

1. Approve Agreement Allowing Participating Institutions in the Kingsport Center for Higher Education and Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF: 194-2017) (Chris McCartt).

Motion/Second: Olterman/McIntire, to adopt:

Resolution No. 2018-009, A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY, KING UNIVERSITY, LINCOLN MEMORIAL UNIVERSITY AND MILLIGAN COLLEGE PROVIDING CLASSES AT THE KINGSFORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming stated he appreciated the service of the BMA, noting they are elected at large and represent everyone.

B. MAYOR AND BOARD MEMBERS. Alderman Adler gave thanks to all who made the 4th of July Celebration great. She also commented on Showtime, Funfest, and the opportunity to participate in the parade by riding bikes with Healthy Kingsport. Alderman Cooper stated she was thankful for being allowed to serve and made note of the Kingsport spirit on the 4th of July, even when it rained. Vice Mayor McIntire commented on citizens' confidence and support of the BMA and thanked those who ran. He emphasized the quote "the government closest to the people has the biggest impact." Alderman Begley stated he will do his best to leave it better when he leaves. Alderman Olterman thanked school superintendent Dr. Lyle Ailshie for his service and wished him well. Alderman George pointed out that Funfest starts this weekend with block parties, noting there are lots of great activities for the family. Mayor Clark stated it was an honor and a privilege to serve on the

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BMA, noting he will do his best to move the city forward. Lastly, he commented on the balance that Kingsport has between small town values and big town opportunities.

C. VISITORS. Ms. Barbara Brown stated she appreciated the leadership of the BMA.

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

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Reappointments to the Tree Advisory Board

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

Action Form No.: AF-201-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18, 2017
 Staff Work By: Lewis Bausell
 Presentation By: Mayor Clark

Recommendation:

Approve reappointments.

Executive Summary:

It is requested and recommended by the Tree Advisory Board to reappoint Steve Bingham, Cole Lusk, Christine Barger and James Babb to the Tree Advisory Board to a two-year term. If approved by the Board of Mayor and Aldermen their terms will be effective immediately and will expire July 31, 2019.

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Board of Electrical Examiners

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

Action Form No.: AF-207-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18,, 2017
 Staff Work By: Dee Morgan
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

It is requested that the following members be appointed to the Board of Electrical Examiners. If approved by the Board of Mayor and Aldermen, the two-year terms will be effective immediately and will expire July 31, 2019.

- Jim Haun, CEO of Kingsport Armature & Electric
- Doug Gilliam, Owner/Operator, G & G Electric
- Joe Magiera, Jr., Owner/Operator, Livewire Electric

Attachments:

1. Letter of Recommendation

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



June 8, 2017

Mayor John Clark,

In 2012, the Building Division ceased conducting in-house trades exams and instead relied on proof that tradesmen had passed the State's trade exam for Certified Electricians or Certified Mechanical Contractors. At that time, I determined the boards for electrical examiners and mechanical, plumbing, and gas were no longer necessary since their primary purpose had been to approve candidates for testing.

However, after recent discussions with staff, local contractors, and adjacent municipalities, I have decided to allow tradesmen with the State's limited licenses (Limited License Electricians and Limited License Plumbers) to work within the City, pending approval of the respective boards.

For that reason, I will need to reconstitute the boards.

At this time, I respectfully submit the following for your review to serve on the Board of Electrical Examiners:

Jim Haun
323 E Market St
Kingsport, TN 37660
423-247-4141

Doug Gilliam
644 Mill Creek Rd
Kingsport, TN 37664
423-534-1359

Joe Magiera, Jr
1249 Fordtown Rd
Jonesborough, TN 37659
423-956-4158

Jim Haun is the CEO of Kingsport Armature & Electric, one of the oldest and most respected electrical contractors in the City. He has previously served on the Board.

Doug Gilliam has been the owner/operator of G & G Electric since 1995 and has worked on numerous jobs within the City. He has previously served on the Board.

Joe Magiera, Jr has been the owner/operator of Livewire Electric since 2002. Well respected within the community, he has built a strong reputation as a dependable electrician.

The remaining two members will be myself, as Secretary, and Chris Ferrell, Senior Electrical Inspector.

I will be submitting names for the Board of Mechanical, Plumbing, and Gas soon.

Sincerely,

J Dee Morgan
Building Official

JDM/klh



AGENDA ACTION FORM

Reappointments to the Parks and Recreation Advisory Committee

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

Action Form No.: AF-208-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18,, 2017
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve reappointments.

Executive Summary:

It is requested by the Parks and Recreation Advisory Committee that Jeff Walker, Loni Garcia and Peter N. Lodal be reappointed to a three-year term. If approved by the Board of Mayor and Aldermen, the terms will be effective immediately and will expire July 31, 2020.

Attachments:

None

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



AGENDA ACTION FORM

Ordinance Amending the FY18 Community Development Block Grant Budget

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

Action Form No.: AF-205-2017
 Work Session: July 17, 2017
 First Reading: July 18, 2017

Final Adoption: August 1, 2017
 Staff Work By: Haga, Smith
 Presentation By: Lynn Tully, AICP

Recommendation:

Approve Amended 2018 CDBG Budget Ordinance.

Executive Summary:

At its business meeting on June 20, 2017, the Board of Mayor and Aldermen approved the Community Development program budget ordinance providing for the Community Development Program funded by the Department of Housing and Urban Development (HUD). Because HUD had, at that time, not released funding amounts for the City for FY 2018, and in order to meet budget deadline requirements, the ordinance was based on an estimate projected from the previous program year. Since that time, HUD has provided a funding amount for the Community Development Block Grant program. Since the grant amount varies from the approved budget ordinance, an amended ordinance reflecting the actual grant amount will be required. Attached is an amended budget ordinance increasing the amount to \$12,122.

Attachments:

1. CDBG Budget Ordinance Amendment

Funding source appropriate and funds are available: _____

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

AN ORDINANCE TO AMEND THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGJECTS FOR THE
YEAR ENDING JUNE 30, 2018; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be amended by appropriating \$2,122 additional grant funds received from the Department of Urban and Housing Development (HUD) to the CDBG Administration project (CD1801) and by appropriating \$10,000 to the Code Enforcement project (CD1825). The total additional grant funds appropriated is \$12,122.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 124: Community Development Fund</u>			
<u>CDBG Administration (CD1801)</u>			
<u>Revenues:</u>	\$	\$	\$
124-0000-331-1000 Community Development	68,433	2,122	70,555
<i>Totals:</i>	68,433	2,122	70,555

<u>Expenditures:</u>	\$	\$	\$
124-0000-603-1010 Salaries & Wages	29,239	0	29,239
124-0000-603-1020 Social Security	5,058	0	5,058
124-0000-603-1030 Group Health	13,600	0	13,600
124-0000-603-1040 Retirement	10,506	0	10,506
124-0000-603-1050 Life Ins.	209	0	209
124-0000-603-1052 Long Term Disability	225	0	225
124-0000-603-1060 Workmen's Comp	106	0	106
124-0000-603-1061 Unemployment	40	0	40
124-0000-603-2010 Advertising & Publication	500	0	500
124-0000-603-2021 Accounting and Auditing	1,200	0	1,200
124-0000-603-2034 Telephone	1,000	0	1,000
124-0000-603-2040 Travel	5,000	2,000	7,000
124-0000-603-2043 Dues and Membership	1,000	0	1,000
124-0000-603-3010 Office Supplies	500	122	622
124-0000-603-3011 Postage	250	0	250
<i>Totals:</i>	68,433	2,122	70,555

Fund 124: Community Development Fund
Code Enforcement (CD1825)

<u>Revenues:</u>	\$	\$	\$
124-0000-331-1000 Community Development	40,000	10,000	50,000

<i>Totals:</i>	40,000	10,000	50,000
<u>Expenditures:</u>	\$	\$	\$
124-0000-603-2022 Construction Contracts	0	10,000	10,000
124-0000-603-2043 Dues and Memberships	40,000	0	40,000
<i>Totals:</i>	40,000	10,000	50,000

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:



AGENDA ACTION FORM

Reclassification of Three (3) Personnel Positions and Accept Two (2) Communication Specialists Positions from KECD 911

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

Action Form No.: AF-198-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18, 2017
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution and Ordinance to accept funds from the KECD 911 Board and increase positions for Central Dispatch.

Executive Summary:

In an effort to be good stewards, this Resolution requests consideration to reclassify a total of 3 KPD personnel positions in order to better staff and manage Central Dispatch. Currently, there are 2 part-time Communication Specialists (A 31) positions and a Telecommunication Supervisor (A 40) position that KPD wishes to convert to 2 full-time Communication Specialist positions. With a staffing of 4 Communication Specialists per shift and a minimum staffing of 3, there exists an inability to effectively manage unexpected time off (i.e. sick leave) without the use of overtime, in some instances. Furthermore, the KECD 911 Board of Directors have voted to match the reclassified personnel positions upon the approval of this resolution, thus, enabling Central Dispatch to newly staff 4 more Communication Specialists. These new positions will allow the distribution of one new Communication Specialist per shift.

The budget for the 2 part-time and 1 full-time positions are already allocated for FY 18 and will not have a negative impact when the positions are reclassified to full-time. In fact, the reclassification creates an approximate \$22,000.00 savings for the city. The 2 matching positions from the 911 Board will be funded completely by an amendment to the Inter-local Agreement with Emergency Communications District.

Attachments:

1. Resolution
2. Ordinance
3. Amended Agreement

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

RESOLUTION APPROVING THE RECLASSIFICATION OF THREE PERSONNEL POSITIONS IN CENTRAL DISPATCH; TO AMEND THE INTER-LOCAL AGREEMENT WITH THE EMERGENCY COMMUNICATIONS DISTRICT; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE ANY ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Kingsport Police Department has recommended that three positions (2 part time Communications Specialists and one a Telecommunications Supervisor) be re-classified to two (2) full time Communication Specialist positions; and

WHEREAS, the reclassification of those three positions would create two new positions for Central Dispatch; and

WHEREAS, the Kingsport Emergency Communications District has agreed to increase its compensation to the City for a total of two (2) new positions for Central Dispatch through the Inter-local Agreement; and

WHEREAS, there is no cost to the City for this reclassification, and actually allows for a savings to the city.

Now therefore,

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

SECTION I. That the reclassification of three positions (two part time Communications Specialists and one a Telecommunications Supervisor) to two full time Communications Specialists is approved.

SECTION II. That the Inter-local Agreement with the Emergency Communication District be amended to reflect the increase in Communications Specialists.

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, any and all documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the this resolution.

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

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

ADOPTED this the 18th day of July, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY ADDING COMMUNICATION SPECIALISTS POSITIONS FOR THE CENTRAL DISPATCH DIVISION OF THE POLICE DEPARTMENT AND BY APPROPRIATING THE FUNDS RECEIVED FROM THE KINGSPORT EMERGENCY DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by amending the authorized positions in the Central Dispatch budget 110-3050-445 by adding three Communication Specialists positions at a paygrade 31 for Fiscal Year 2017-2018. Two positions will be funded by the Kingsport Emergency District and two part-time positions will be reclassified to one full time position. A Telecommunications Supervisor will be reclassified to a Communication Specialists.

SECTION II. That the General Fund budget be amended by appropriating funds received from the Kingsport Emergency District in the amount of \$80,000 to the Central Dispatch department.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 110: General Fund</u>			
<u>Revenues:</u>	\$	\$	\$
110-0000-348-4000 E-911 Charges	210,000	80,000	290,000
<i>Totals:</i>	210,000	80,000	290,000
<u>Expenditures:</u>	\$	\$	\$
110-3050-445-1010 Salaries and Wages	842,200	60,900	903,100
110-3050-445-1020 Social Security	64,400	4,658	69,058
110-3050-445-1030 Health Insurance	107,600	10,817	118,417
110-3050-445-1040 Retirement	114,100	3,045	117,145
110-3050-445-1050 Life Insurance	2,800	100	2,900
110-3050-445-1052 Long Term Disability	1,100	200	1,300
110-3050-445-1060 Workmen's Comp	3,200	200	3,400
110-3050-445-1061 Unemployment	900	80	980
<i>Totals:</i>	1,136,300	80,000	1,216,300

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

Passed on 1st reading: _____
Passed on 2nd reading: _____

**FIRST AMENDED AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE EMERGENCY COMMUNICATIONS DISTRICT
OF THE CITY OF KINGSPORT, TENNESSEE**

**INTER-LOCAL COOPERATION AGREEMENT
ESTABLISHING POLICIES AND PROCEDURES FOR
MUTUAL AID AND COORDINATION OF
EMERGENCY COMMUNICATIONS SERVICE**

THIS FIRST AMENDED AGREEMENT made and entered into as of this 1st day of July, 2017 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

WHEREAS, CITY and DISTRICT, have entered into an inter-local cooperation agreement as of July 1, 2014, which was supplemented as of January, 2017;

WHEREAS, DISTRICT, by its Resolution adopted on _____, 2017, authorized the execution of this First Amended inter-local cooperation agreement between DISTRICT and CITY;

WHEREAS, CITY, by its Resolution No. _____, adopted on July __, 2017, authorized the execution of this First Amended inter-local cooperation agreement between CITY and DISTRICT;

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

1. **PURPOSE.** This Agreement shall be for the purpose of establishing the terms and conditions by which DISTRICT and CITY shall provide facilities, services and employees necessary to operate and maintain communications service for both DISTRICT and CITY. It is further intended that all such shall be exercised in an efficient and economical manner so that such public services may be efficiently provided to the users and the public at large.
2. **SUCCESSORS.** It is the intention of the Parties to bind themselves, and any successors to either, to this Agreement for so long as the purpose hereinabove stated shall continue to be desired by either Party.

3. **PHYSICAL PLANT.** DISTRICT shall provide a building and grounds for a Public Safety Answering Point (PSAP) and a CITY Central Dispatch with all necessary and desirable associated amenities to make such operations fully functional in essentially the same fashion as the present facilities in the Justice Center and DISTRICT shall provide to CITY a location for a communications tower and reasonably associated facilities, as the same may be necessary or desirable, as follows:
- a. DISTRICT does hereby lease to CITY such part of that certain real property bearing Sullivan County Tax Identification No. Map 046O Group G Control Map 046O Parcel 015.20 and having a street address of 141 Unicoi Street, City of Kingsport, Sullivan County, Tennessee, as is necessary for the location of and connections to and from a tower necessary to support CITY's 800 MHZ radio equipment, including all necessary access to that tower for maintenance, repair or replacement.
 - i. CITY shall not allow the use of that tower for any other purpose or by any other entity.
 - ii. CITY shall reimburse DISTRICT for the cost of installing grounding facilities for the tower during construction of the building.
 - b. DISTRICT does hereby lease to CITY such part of that building located at 141 Unicoi Street as is necessary for CITY's Central Dispatch with all necessary and desirable associated amenities to make the operation fully functional in essentially the same fashion as the present facilities in the Justice Center.
 - c. CITY does hereby lease to DISTRICT such part of that certain real property located at 4598 Fort Henry Drive to serve as the "back-up" Public Safety Answering Point.
 - d. CITY shall record a Memorandum of Lease memorializing the provisions of this Section in the Registers Office for Sullivan County at Blountville, Tennessee.
4. **EMPLOYEES.** CITY shall provide to DISTRICT the services of a total of Twenty-three (23) personnel for operation of emergency communications services for DISTRICT, including:
- a. one (1) Watch Commander having the rank of Police Lieutenant, with corresponding salary and benefits, to supervise the operations of Central Dispatch to include training, scheduling of manpower, payroll, budget, etc., for a more closely supervised operation and to otherwise utilize enhanced management practices; and
 - b. one (1) Communications Technical Services Coordinator

- c. one (1) Dispatch Supervisor; and
- d. four (4) Shift Leaders; and
- e. Sixteen (16) Dispatchers.

These employees are employees of CITY for all purposes, including, but not limited to salary and benefits, Workers Compensation and tort liability.

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

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

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

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

a salary supplement to each telecommunicator (dispatcher) determined by CITY and DISTRICT to have achieved recognized Certifications and Continuing Education Units.

6. **ADMINISTRATIVE SERVICES.** CITY shall provide to DISTRICT the opportunity to participate in using other services and facilities available to departments of CITY including, but not limited to, electronic data processing, geographic information systems, accounting, record management, insurance and purchasing; and more particularly, the Geographic Information System (GIS) division to provide products and services to DISTRICT, to include maintenance and update of geographic information within the city limits of Kingsport directly and indirectly related to Emergency Communications; data specifically maintained for E911 purposes include point data concerning address information, streets centerline data with address ranges, and emergency service zone information; coordination of the Master Street and Address Guide (MSAG); data update, maintenance and software support to the mapping applications located in the PSAP; coordination with CenturyLink and MicroDATA (mapping vendor) to ensure continuity of operations during upgrades to mapping software; and data not directly related to emergency communication but deemed useful in the PSAP including city limits, fire hydrants, digital orthophotography, emergency service agencies, school grounds, parks, and many other geographic features relevant to emergency communications to be updated from GIS to the PSAP regularly on an as-needed basis.
7. **RADIO DISPATCH CONTROL CENTER CONSOLE EQUIPMENT.** Pursuant to the duties of CITY under the November, 2014, City-County Agreement to establish a comprehensive plan to maintain a Simulcast P25 Digital 800MHz radio system pursuant to the terms of the contract with the State of Tennessee to participate in the Tennessee Advanced Communications Network (TACN) and to provide, install and maintain the Blountville, Holston Mountain, Bristol and Bays Mountain transmitter repeater sites; as provided hereinabove, CITY shall be responsible for the real estate, towers; and buildings; maintenance to the MCC7500 Consoles and control stations, along with all subscriber radios; Fire Station and Alerting System; and, installation of radios on CITY' s portion of the physical plant.
8. **VISIONCAD (COMPUTER-AIDED DISPATCH) SOFTWARE AND TRAINING.** The software used by dispatchers to actually dispatch the appropriate emergency services in accordance with District's use of the direct dispatch method of responding to emergency calls shall be a permanent part of the Physical Plant referred to hereinabove.
9. **DIRECT FIBER ETHERNET CABLE.** The Physical Plant referred to hereinabove shall include a 20 Megabyte dedicated internet access by Direct Fiber Ethernet Cable provided by CenturyLink which in the event network facilities are disrupted, equipment fails, the main Public Safety Answering Point must be evacuated, or for any other reason that 911 calls cannot be answered at the main Public Safety Answering Point, will serve the "back-up" Public Safety Answering Point located at 4598 Fort Henry Drive.

10. **INSURANCE.** Necessary or desirable insurance coverage shall be procured as follows:

- a. casualty or hazard insurance insuring the physical plant and its contents against fire and extended coverage (including "all risk" coverage) for the full replacement cost of the improvements constructed on the property; and,
- b. general liability insurance providing coverage for premises liability; and,
- c. tort liability insurance providing coverage for civil claims arising from the actions or omissions of CITY's employees in processing emergency calls or any other matter related to the provision of 911 service; and,
- d. any other insurance coverage as either DISTRICT or CITY shall find necessary or desirable.

11. **CONSIDERATION.**

- a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees and administrative services. The annual amount of such reimbursement shall be TWO HUNDRED NINETY THOUSAND AND 00/100's DOLLARS (\$290,000.00) payable quarterly; and, additional payments of \$541.78 each for Monthly Recurring Revenue (MRR) charges for Direct Fiber Ethernet service to the "back-up" Public Safety Answering Point, unless previously separately paid. It is understood and agreed that any employee vacancy hereinabove stated shall be filled within sixty (60) days. Failure of CITY to fill any personnel vacancy within the sixty day requirement may allow DISTRICT to withhold funding pro-rated for the quarterly billing cycle.
- b. CITY shall reimburse DISTRICT for the expenses incurred by it for providing the physical plant. The annual amount of such reimbursement shall be paid
 - i. in moneys worth by providing all necessary or desirable maintenance of the building and grounds located at 141 Unicoi Street, including, but not limited to, exterior landscaping, garbage and trash removal, mechanical repairs, janitorial services etc. to the same extent and in the same fashion as is provided to other similar facilities of CITY, *e.g.* City Hall, Justice Center, Fire Stations and other public buildings and grounds; and,
 - ii. in moneys worth by the leasehold interest granted to DISTRICT in such part of that certain real property located at 4598 Fort Henry Drive serving as the "back-up" Public Safety Answering Point.

- d. DISTRICT shall reimburse CITY for the expenses incurred by it for providing a Training Incentive Program for eligible telecommunicators (dispatchers) each calendar year. The annual amount of such reimbursement shall be up to EIGHTEEN THOUSAND AND 00/100's DOLLARS (\$18,000.00) payable in January of each calendar year. The amount of reimbursement shall be determined by a Request made by CITY to DISTRICT prior to December 31 of each year which (1) identifies each eligible telecommunicator (dispatcher), (2) the Certification(s) and Continuing Education Unit(s) each has achieved and (3) the amount of each respective salary supplement.
 - c. DISTRICT and CITY shall cooperate in keeping each other informed of any desired amendment to the terms or conditions of this Agreement and any related financial implications of such potential changes. To that end, DISTRICT shall provide a draft budget to CITY as early as practicable in the budget process and in no case later than the third Thursday of May; and, CITY shall provide to DISTRICT a draft budget summary reflecting any cost increases arising from personnel salaries and benefits and any other financial changes affecting the cost of the services provided to DISTRICT.
12. **TERM.** The initial term of this Agreement shall commence as of the beginning of Fiscal Year 2014-2015 on July 1, 2014, and continue until September 30, 2015, at which time this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term"), unless, subject to the intent to be bound stated hereinabove, either Party gives the other Notice in writing of any desired amendment to the terms or conditions hereof, on or before ninety (90) days after the beginning of any Fiscal Year; and each Renewal Term shall, except for any agreed upon amendment to the terms or conditions hereof, be upon the same terms and conditions of this Agreement. By this automatic renewal provision, it is the intent of DISTRICT and CITY that each shall have the opportunity to review the terms and conditions hereof during its budget process prior to the beginning of each Renewal Term, which Renewal Terms shall be deemed the act of the governing body of each Party hereto, as then constituted.

In the event that DISTRICT and CITY cannot reach an agreement as to any desired amendment to the terms or conditions hereof proposed by either, they shall refer the matter to an independent person appointed by mutual agreement. In the event that no person is selected by mutual agreement, then each party shall select one independent person and those two individuals shall select a third. The final decision of the three shall be binding.

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

**EMERGENCY COMMUNICATIONS DISTRICT
OF THE CITY OF KINGSFORT, TENNESSEE**

KENNETH CALVERT
Chairman

ATTEST:

CRAIG DYE
Secretary

CITY OF KINGSFORT, TENNESSEE

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney



AGENDA ACTION FORM

Appropriate Partnership Support Grant from Tennessee Arts Commission

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

Action Form No.: AF-184-2017
 Work Session: July 5, 2017
 First Reading: July 5, 2017

Final Adoption: July 18, 2017
 Staff Work By: B. Macdonald
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Arts Commission has awarded the City of Kingsport for the Office of Cultural Arts a partnership grant of \$10,140 for FY18 which will be used for public art initiatives and community engagement. Grant dollars should be appropriated to FY18 general operating support 110-4505-471.20-20 for artistic contract employment. The grant requires a 1:1 match which is provided for in the operating budget.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: Je

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



AGENDA ACTION FORM

Appropriate Partnership Support Grant from Tennessee Arts Commission

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

Action Form No.: AF-184-2017
 Work Session: July 5, 2017
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Final Adoption: July 18, 2017
 Staff Work By: B. Macdonald
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Arts Commission has awarded the City of Kingsport for the Office of Cultural Arts a partnership grant of \$10,140 for FY18 which will be used for public art initiatives and community engagement. Grant dollars should be appropriated to FY18 general operating support 110-4505-471.20-20 for artistic contract employment. The grant requires a 1:1 match which is provided for in the operating budget.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$10,140 for public art initiatives and community engagement. The grant requires a 1:1 match and is provided for in the operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:	\$	\$	\$
110-0000-332-3200 TN. Arts Commission	0	10,140	10,140
Totals:	0	10,140	10,140
Expenditures:	\$	\$	\$
110-4505-471-2020 Professional Consultant	23,000	10,140	33,140
Totals:	23,000	10,140	33,140

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

Budget Ordinance Appropriating Funds and Enter into a Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for Meadowview Roadway Design & Permitting Services

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

Action Form No.: AF-195-2017
 Work Session: July 5, 2017
 First Reading: July 5, 2017

Final Adoption: July 18, 2017
Staff Work By: R. McReynolds
Presentation By: Ryan McReynolds

Recommendation: Approve the Budget Ordinance and Resolution

Executive Summary:

In partnership with Eastman, the City of Kingsport plans to extend the existing roadway leading into the Kingsport Aquatic Center (KAC) and construct a new roadway connecting the KAC roadway with Wilcox Drive. The purpose of this investment is to open up over 30 acres of business oriented development. The City's portion of the work includes the development of the roadway and the mitigation of the wetlands. The cost of the City's investment will be paid for by the additional property taxes generated from a committed 50,000 square feet professional office. The business's service will create 50 to 75 new jobs within 18 months of opening with the ability to expand to approximately 200 total employees with average salaries around \$50k.

BWSC provided a proposal for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway. This project consists of new infrastructure to include +/- 500 LF of roadway using a typical two lane non-residential boulevard road section and +/- 1,400 LF of roadway using a typical two lane non-residential road section. Infrastructure improvements will include water, sewer, stormwater drainage, electrical, street lighting, gas, and communication facilities. Roadway improvements will also include sidewalks, street trees and landscaping of the boulevard median.

It is recommended to enter into a Professional Services Agreement with BWSC in the amount of \$149,900.00. A budget ordinance transferring funds from GP1727 to GP1800 is required.

The funding for GP1727 will be replaced with the new bond issue.

Attachments:

1. Budget Ordinance
2. Resolution
3. Proposal

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Budget Ordinance Appropriating Funds and Enter into a Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for Meadowview Roadway Design & Permitting Services

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

Action Form No.: AF-195-2017
Work Session: July 5, 2017
First Reading: July 5, 2017

Final Adoption: July 18, 2017
Staff Work By: R. McReynolds
Presentation By: Ryan McReynolds

Recommendation: Approve the Budget Ordinance and Resolution

Executive Summary:

In partnership with Eastman, the City of Kingsport plans to extend the existing roadway leading into the Kingsport Aquatic Center (KAC) and construct a new roadway connecting the KAC roadway with Wilcox Drive. The purpose of this investment is to open up over 30 acres of business oriented development. The City's portion of the work includes the development of the roadway and the mitigation of the wetlands. The cost of the City's investment will be paid for by the additional property taxes generated from a committed 50,000 square foot professional office. The business's service will create 50 to 75 new jobs within 18 months of opening with the ability to expand to approximately 200 total employees with average salaries around \$50k.

BWSC provided a proposal for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway. This project consists of new infrastructure to include +/- 500 LF of roadway using a typical two lane non-residential boulevard road section and +/- 1,400 LF of roadway using a typical two lane non-residential road section. Infrastructure improvements will include water, sewer, stormwater drainage, electrical, street lighting, gas, and communication facilities. Roadway improvements will also include sidewalks, street trees and landscaping of the boulevard median.

It is recommended to enter into a Professional Services Agreement with BWSC in the amount of \$149,900.00. A budget ordinance transferring funds from GP1727 to GP1800 is required.

The funding for GP1727 will be replaced with the new bond issue.

Attachments:

1. Budget Ordinance
2. Resolution
3. Proposal

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR MEADOWVIEW ROADWAY DESIGN AND PERMITTING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city plans to extend the existing roadway leading into the Kingsport Aquatic Center (KAC) and construct a new roadway connecting the KAC roadway with Wilcox Drive; and

WHEREAS, Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) has provided a proposal for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway, consisting of new infrastructure including water, sewer, stormwater drainage, electrical, street lighting, gas, and communication facilities and will also include sidewalks, street trees and landscaping of the boulevard median; and

WHEREAS, the city would like to enter into a Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. in the amount of \$149,900.00; and

WHEREAS, funds will be available after the second reading of the accompanying budget ordinance in project number GP1800.

Now therefore,

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

SECTION I. That an agreement with Barge, Waggoner, Sumner & Cannon, Inc. for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway, 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. for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway 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 set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 5th day of July, 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 TRANSFERRING FUNDS TO THE ENTERPRISE PLACE IMPROVEMENTS PROJECT FOR THE YEAR ENDING JUNE 30, 2018; 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 Transit Garage project (GP1727) to the Meadowview Improvements project (GP1800) in the amount of \$149,900 for design to extend the existing roadway leading into the Kingsport Aquatic Center and construct a new roadway connecting the Kingsport Aquatic Center roadway with Wilcox Drive. The funds for the Transit Garage will be replaced when the new bonds are issued.

Account Number/Description:
Fund 311: General Project Fund
Transit Garage (GP1727)

Revenues:

311-0000-368-1054 Series 20116 GO (Nov 4)
311-0000-368-2101 Premium From Bond Sale

Totals:

Budget Incr/<Decr> New Budget

\$	\$	\$
233,430	(149,900)	83,530
20,499	0	20,499
253,929	(149,900)	104,029

Expenditures:

311-0000-601-4041 Bond Sale Expense
311-0000-601-9003 Improvements

Totals:

2,814	0	2,814
251,115	(149,900)	101,215
253,929	(149,900)	104,029

Fund 311: General Project Fund
Meadowview Road Improvements (GP1800)

Revenues:

311-0000-368-1054 Series 20116 GO (Nov 4)

Totals:

\$	\$	\$
0	149,900	149,900
0	149,900	149,900

Expenditures:

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

Totals:

0	149,900	149,900
0	149,900	149,900

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: _____

The scope of work is presented in the following elements.

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

I. Project Description

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide professional design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway per the concept depicted in ATTACHMENT "B". New infrastructure is to include +/- 500 LF of roadway using a typical two lane non-residential boulevard road section and +/- 1,400 LF of roadway using a typical two lane non-residential road section. Infrastructure improvements will include water, sewer, stormwater drainage, electrical, street lighting, gas, and communication facilities as describe in subsequent sections of this Scope. Roadway improvements will also include sidewalks, street trees and landscaping of the boulevard median.

II. Scope of Services

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

A. Design Services

BWSC will prepare roadway infrastructure Construction Documents per the alignment shown in ATTACHMENT "B". The plans will be prepared at an appropriate scale and shall adhere to City of Kingsport standards for roadway design. For design and specifications not addressed by the City of Kingsport, Tennessee Department of Transportation (TDOT) shall govern. The Construction Documents shall include the following elements:

- 1. +/- 500 LF of roadway using the City of Kingsport Non-Residential boulevard road section
- 2. +/- 1,400 LF of roadway using the City of Kingsport Non-Residential road section
- 3. +/- 800 LF of water main infrastructure per City of Kingsport Utilities standards and specifications. Line size(s) to be specified by Utility.
- 4. +/- 1,500 LF of gravity sewer main infrastructure per City of Kingsport Utilities standards and specifications. Line size(s) to be specified by Utility.
- 5. Drainage Conveyance Infrastructure within project limits.
- 6. Stormwater Detention Facility for new improvements only.
- 7. Street Lighting using City standard Big George fixtures within project limits.

8. Electrical Power (3-phase) and Communication conduits within project limits
9. Reference of Gas Utilities Design within project limits.
10. Landscaped median and street trees along boulevard (no irrigation)
11. Street trees along connector road (no irrigation)
12. Specifications to be referenced on plans.
13. Notes, Details and Schedules
14. BWSC to provide Specification Index for Client's reference.

BWSC intends on utilizing a phased approach to prepare the Construction Documents with Client reviews at critical stages of design development. BWSC will submit the Construction Documents to the Client at 30%, 60%, 100% for review and comment, and final stamped construction documents. In addition to the submittals, BWSC will lead design progress meetings starting with a Project Kick-Off Meeting and subsequent meetings at each of design development phases. For each meeting, BWSC will prepare an Agenda and Meeting Notes for Client's records. Each phase submittal shall generally adhere to the following guidelines:

30% SUBMITTAL:

Prepare Preliminary Plans to the 30% 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 30% submittal will include the following:

- Opinion of Probable Construction Costs (OPCC)
- Construction Documents at 30% Design Phase shall include (at a minimum):
 - Title Sheet
 - Typical Sections
 - Present Layout and Profile
 - Proposed Layout
 - Drainage Plan (Horizontal Alignment Only)
 - Water Plan (Horizontal Alignment Only)
 - Sanitary Sewer Plan (Horizontal Alignment Only)
 - Lighting and Electrical Plan (Horizontal Alignment Only)

60% SUBMITTAL:

After 30% design review, prepare plans to the 60% level that includes the following:

- Opinion of Probable Construction Costs (OPCC)
- Construction Documents at 60% Design Phase shall include (at a minimum):
 - Title Sheet
 - Construction Quantity Estimates and General Notes
 - Typical Sections
 - Drainage Structures and Quantities
 - Present Layout and Profile
 - Traffic Control Plan
 - Erosion Control Plan
 - Erosion Control Details
 - Drainage Plan and Profile
 - Roadway and Drainage Details
 - Water Plan and Profiles
 - Water Details

- Sanitary Sewer Plan and Profiles
- Sewer Details
- Signing and Pavement Markings
- Roadway Cross Sections at 50 ft. Intervals
- Cross Drain Sections
- Lighting and Electrical Plan and Profiles
- Lighting and Electrical Details
- Landscape Planting Plan
- Landscape Details
- Stormwater Pollution Prevention Plan (SWPPP)

100% SUBMITTAL:

After 60% design review, prepare Detailed Construction Plans to the 100% level that includes the following:

- Revised OPCC
- Index Reference of Standard Specifications
- 100% Detailed Construction Plans
- SWPPP

FINAL CONSTRUCTION DOCUMENTS SUBMITTAL:

Prepare stamped Construction Documents that include the following:

- Final OPCC
- Final Specification Index
- Final Construction Documents
- SWPPP

B. Agency Coordination

Design Coordination Meetings

BWSC will meet with agency staff to discuss proposed project. Efforts include one (1) pre-design meeting and one (1) meeting at the 60% Design Phase with the following entities:

Tennessee Department of Transportation (TDOT)
Tennessee Department of Environmental & Conservation (TDEC)
City of Kingsport Utilities
AEP
Atmos Energy
Comcast
Century Link

Regulatory Agency Permit Application Coordination

BWSC is to assist Client's pursuit of plan and permit approval by providing the following regulatory agency coordination services:

a) Infrastructure Related Permits

- a. TDEC Notice of Coverage (NOC) under the NPDES Stormwater Construction Permit Application. A Notice of Intent (NOI) form will be submitted to TDEC along with a Stormwater Pollution Prevention Plan (SWPPP) prepared by

BWSC.

- b. Erosion Control Inspections – BWSC to provide One (1) initial erosion control inspections.
- c. Water/Sewer Agency Coordination – BWSC will submit plans of the proposed infrastructure to City of Kingsport Utilities for review.
- d. Prepare permit application to pursue TDEC Division of Water Resources for Water and Wastewater Approvals

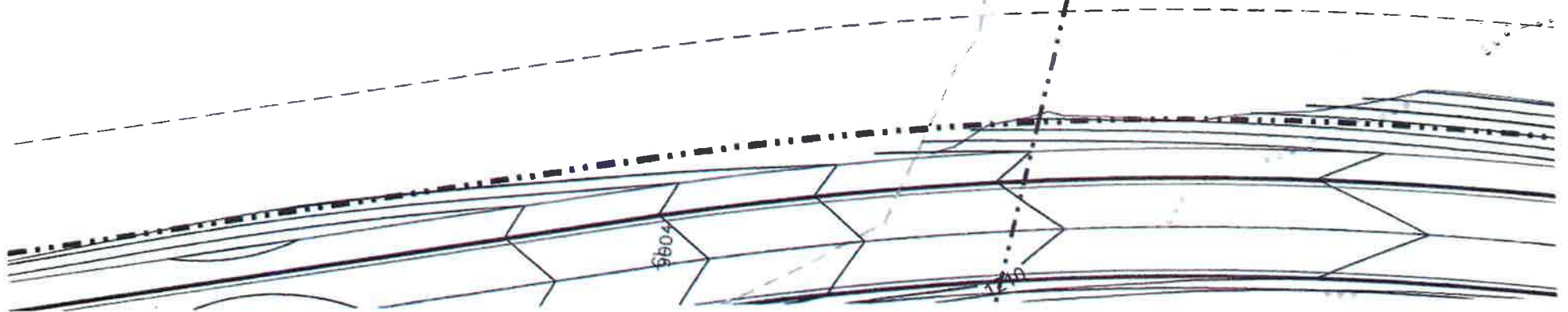
III. Project Understandings, Assumptions, and Exclusions

- A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.
 - 1. Dedication of Right-of-Way and subgrade as-built survey will be provided by Eastman.
 - 2. Design fee is based upon the conceptual site plan (ATTACHMENT "B"). Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
 - 3. BWSC will have access to the site and adjoining areas, as required.
 - 4. Permit, recording fees, etc., are to be paid by the Client/Owner.
 - 5. Design efforts are predicated on all tasks being actively engaged due to their related nature. Should the Client not authorize one of the tasks in this Scope, BWSC reserves the right to negotiate for additional fees.
 - 6. Construction budget for items listed in our scope of services is unknown at this time; BWSC will strive to work with the Client in the establishment of this budget, but cannot be held responsible as to whether or not the yet-undefined budget is achieved.
 - 7. There are no historical structures involved with the project.
 - 8. Client to contract with the geotechnical engineer to obtain the needed soils report and development recommendations for final design, including but not limited to earthwork recommendations, sinkhole remediation, soil permeability and infiltration, slope stabilization, retaining walls, and pavement design.
 - 9. The OPCC will be based on CLIENT'S actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. This estimate will be itemized and will be included with initial and revised preliminary plan(s).
 - 10. Right of Way Appraisals and Negotiation Services are not included.
 - 11. It is assumed that all utilities will be underground.
 - 12. It is assumed that one set of construction documents will be prepared for all improvements discussed in this scope.
 - 13. BWSC anticipates less than 5 acres of disturbance to construct proposed improvements. Should the area of disturbance exceed 5 acres, BWSC reserves the right to negotiate additional services for increased erosion control design.
 - 14. Appropriate water, gas, electric, and communication services are available to the project; design services other than previously noted for offsite utilities can be provided as an additional service.
 - 15. All utilities will be located within the ROW, thus not requiring additional easements.

16. 2 hard copies and an electronic format (PDF) will be provided for each submittal.
- B. Any services not specifically provided for in the above scope, as well as any changes in the scope the CLIENT requests, will be considered Additional Services and will be performed at our then current hourly rates or an agreed upon lump sum value. The following noted excluded services can be provided as an additional service with an appropriate adjustment in fees.
1. Design or evaluation of potential future roadway extension
 2. Field Survey and platting
 3. Easement negotiations, sketches and/or descriptions
 4. Location of suspected or confirmed soil contamination(s)
 5. Construction Stakeout
 6. As-builts and/or Record Drawings
 7. Public Meetings
 8. Additional Coordination Meetings
 9. Regulatory Agency consulting and/or coordination efforts not specifically identified in the scope.
 10. Bidding and/or Construction Phase Services
 11. 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.)
 12. Site renderings
 13. Steep Slope Embankment and Retaining Wall design
 14. Floodway modeling/studies
 15. Utility Infrastructure modeling/studies
 16. Lift Station Design
 17. Sinkhole Remediation and/or sinkhole disturbance permitting
 18. Environmental review, studies and permitting and other environmental reports, unless noted herein. Examples include:
 - a. Preparation or submittal of a Corps Preliminary Jurisdictional Determination Application or formal TDEC Hydrologic Determination Report.
 - b. 404 or 401 (ARAP) permit applications preparation or submittals.
 - c. Threatened/endangered species surveys including bat acoustical or mist net surveys, fish sweeps, and/or macroinvertebrate/crayfish/mussel surveys.
 - d. Archaeological/Historical/Cultural Resources Review and/or SHPO coordination
 19. Irrigation Plans
 20. Design of public spaces and other hardscape features
 21. Transit Facilities
 22. Injection well design
 23. NESHAP Inspections, Asbestos Project Design, Targeted Lead Based Testing
 24. Phase I ESA Investigation
 25. Bid or Construction Phase Services
 26. Value Engineering
 27. Intersection Improvements Design including signals
 28. Wayfinding signage design

IVE (NON-RESIDENTIAL
ON WITH MEDIAN)

FUTURE EASTMAN CREDIT UNION



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

V. Client's Responsibilities

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

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

VI. Deliverables

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

- A. Construction Documents
- B. OPCC
- C. Specification Index
- D. Permitting Documentation

VII. Compensation

The compensation to be paid to BWSC for providing requested services is provided per the fee summary table below.

Base Fee Summary Table

Items	Fee Type	Fee Amount
A. Design Services*	Lump Sum	\$137,750.00
B. Agency Coordination	Lump Sum	\$12,150.00
SUBTOTAL	Lump Sum	\$149,900.00

*Of the total fee for Design Services, the following fees are associated specifically with the Water and Sanitary Sewer Design:

- Water Design = \$9,950.00
- Sanitary Sewer Design = \$9,950.00

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



ATTACHEMENT "C"

SCHEDULE OF STANDARD CHARGES

HOURLY-RATE BASIS

Hourly Rates:

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

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

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

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

Invoices will be issued on a monthly basis.

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



AGENDA ACTION FORM

Implement a Diabetes Prevention Program Offered Through the YMCA

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

Action Form No.: AF-200-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18, 2017
 Staff Work By: Lesley Phillips
 Presentation By: Lesley Phillips

Recommendation:

Approve the Resolution.

Executive Summary:

In our efforts of maintaining a healthy workforce and reducing health insurance claims costs, we would like to offer the Diabetes Prevention Program through the local YMCA. Diabetes is a debilitating and expensive disease. This program focuses on adults who are at high risk for type 2 diabetes and reduces their chances of developing the disease.

The program will be open to employees and spouses who are on the city's self-funded health insurance plan and meet the criteria set forth by the YMCA (BMI of 25 or higher, fasting blood glucose between 100-125 or an A1c between 5.7-6.4). This is a one year program that helps participants adopt and maintain a healthy lifestyle. The program goals are to reduce body weight by 7% and increase physical activity to 150 minutes per week. The cost of the program is \$429 per participant. A minimum of 8 participants is required to offer the program (maximum of 15).

Attachments:

1. Resolution
2. Diabetes Prevention Program Overview
3. Y-USA News Release

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A DIABETES PREVENTION PROGRAM; APPROVING A DIRECT PAYOR AGREEMENT WITH THE GREATER KINGSPORT YOUNG MEN'S CHRISTIAN ASSOCIATION; APPROVING A BUSINESS ASSOCIATE AGREEMENT WITH THE GREATER KINGSPORT YOUNG MEN'S CHRISTIAN ASSOCIATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, in efforts of maintaining a healthy workforce and reducing health insurance claims costs, the city would like to offer the Diabetes Prevention Program through the local Young Men's Christian Association(YMCA); and

WHEREAS, the program will be offered to employees and spouses who are on the city's self-funded health insurance plan and meet the criteria set forth by the YMCA; and

WHEREAS, the program is for one year, the cost is \$429.00 per participant and funds are available in the wellness program under the health insurance fund; and

WHEREAS, a Direct Payor Agreement with the Greater Kingsport YMCA will be required to set out the terms of the program; and

WHEREAS, a Business Associate Agreement is also required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to be executed.

Now therefore,

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

SECTION I. That the implementation of a diabetes prevention plan through the local Greater Kingsport YMCA is approved.

SECTION II. That a Direct Payor Agreement with Greater Kingsport Young Men's Christian Association to implement the diabetes prevention plan is approved.

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

SECTION IV. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 a Business Associate Agreement with agreement with Greater Kingsport Young Men's Christian Association to implement the diabetes prevention plan is approved.

SECTION VI. 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 Business Associate Agreement with Greater Kingsport Young Men's Christian Association 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 VII. 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 VIII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of July, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

DIABETES PREVENTION PROGRAM OVERVIEW

The YMCA's Diabetes Prevention Program helps adults at high risk of developing type 2 diabetes adopt and maintain healthy lifestyles by eating healthier, increasing physical activity, and losing a modest amount of weight in order to reduce their chances of developing the disease.

Research by the National Institutes of Health has shown that programs like the YMCA's Diabetes Prevention Program can reduce the number of new cases of type 2 diabetes by 58% and 71% in adults over age 60.

ABOUT THE PROGRAM

In a classroom setting, a trained lifestyle coach will facilitate a small group of participants in learning about healthier eating, physical activity and other behavior changes over 25 sessions. The year-long program consists of 16 weekly sessions and three sessions every other week during the first six months followed by 6 monthly sessions in the second six months.

Program Goals:

- Reduce body weight by 7%
- Increase physical activity to 150 minutes per week

WHO CAN PARTICIPATE?

Participants who qualify for the program must be at least 18 years old, overweight (BMI ≥ 25)* and at high risk for developing type 2 diabetes indicated by a confirmatory blood value[†] or a clinical diagnosis of Gestational Diabetes (GDM) during previous pregnancy. If a blood value or diagnosis is not available, a qualifying risk score may be used to enroll.

PROGRAM CURRICULUM

Participants will receive a notebook which contains worksheets and handouts for them to use in each of the sessions of the lifestyle intervention. Participants will also receive a weekly journal and be asked to track their food and physical activity during the program.

The YMCA's Diabetes Prevention Program uses a Centers for Disease Control and Prevention (CDC)-approved curriculum in the CDC's Diabetes Prevention Recognition Program.

*Asian individual(s) BMI ≥ 22

[†]Individuals who have already been diagnosed with either type 1 or type 2 diabetes do not qualify for this program.

The First 16 Sessions Include the Following Topics:

Session 1 – Welcome to the YMCA’s Diabetes Prevention Program. In this session, participants are introduced to each other, their Lifestyle Coach, and the purpose and goals of the program.

Session 2 – Be a Fat Detective. Participants learn how to begin keeping an accurate food journal.

Session 3 – Ways to Eat Less Fat. Participants learn to use available resources (such as food labels) to identify healthier options.

Session 4 – Healthy Eating. Participants discuss the food groups and meal planning.

Session 5 – Move Those Muscles. The physical activity goal is introduced in this session. Participants explore ways to add physical activity to their daily routine.

Session 6 – Being Active - A Way of Life. Participants learn the difference between purposeful physical activity and lifestyle physical activity.

Session 7 – Tip the Calorie Balance. Participants explore the principles behind “calories in verses calories out.”

Session 8 – Take Charge of What’s around You. Participants discuss the physical cues in their environment that trigger certain behaviors around eating and physical activity.

Session 9 – Problem Solving. Participants practice using the five steps involved in solving a problem.

Session 10 – Four Keys to Healthy Eating Out. Participants discuss tips for making healthier choices when eating out and practice selecting and ordering meals that fit in their plan.

Session 11 – Talk Back to Negative Thoughts. In this session, participants practice recognizing when they use negative self-talk. Then, they practice talking back to those negative thoughts with more positive ones.

Session 12 – The Slippery Slope of Lifestyle Change. Participants practice identifying typical barriers that cause them to slip from their plan. Then they create action plans to recover from these slips.

Session 13 – Jump Start Your Activity Plan. This session has participants explore new activities they wish to try in order to avoid boredom in their physical activity routine.

Session 14 – Make Social Cues Work for You. This session allows participants to explore the way that other people affect their choices around eating and physical activity.

Session 15 – You Can Manage Stress. Participants recognize how stress affects their bodies and minds as well as their choices. They learn methods for both avoiding stress and coping with stress.

Session 16 – Ways to Stay Motivated. Participants discuss methods they will use to stay motivated to maintain the healthy habits they have worked to create.

Sessions 17-25 Cover These Topics:

Session 17 – Eating to Prevent Diabetes: Planning Ahead. This session helps participants plan meals and snacks that will help them achieve their program goals.

Session 18 – Staying Motivated to Keep Being Physically Active. Participants revisit the benefits of physical activity and strategies to stay active.

Session 19 – Maintaining Your Healthy Lifestyle. Participants recommit to their weight loss and physical activity goals and set new goals as appropriate.

Session 20 – Preventing Relapse – An Ounce of Prevention is Worth Pounds. This session helps participants understand the relapsing nature of behavior change and establish a plan for preventing or recovering from relapse.

Session 21 – Handling Holidays, Vacations, and Special Events. Participants discuss how to stay on their behavior change journey during times where they may face challenges to their progress.

Session 22 – Lifestyle Physical Activity. Participants revisit opportunities for increasing lifestyle physical activity during their daily routine.

Session 23 – Healthy Cooking. Participants explore tips on food preparation and recipe modification.

Session 24 – Variety and Balance in Your Dietary Intake. Participants revisit the food groups to help ensure variety and balance in their daily food intake.

Session 25 – Maintaining Behavior Change for Diabetes Prevention. Participants assess their progress and discuss time management as a strategy for making and maintaining behavior changes that will help prevent or delay the onset of type 2 diabetes.



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FOR SOCIAL RESPONSIBILITY**

FOR IMMEDIATE RELEASE

Contact:

Ryu Mizuno, Sr. Director,
External Relations for Y-USA
312-419-8418
media@YMCA.net

YMCA of the USA Community Integrated Health Efforts Support U.S. Department Of Health And Human Services in Historic Diabetes Prevention Program Certification by Medicare

YMCA-led project shows how prevention programs produce cost savings

Statement of Kevin Washington, President and Chief Executive Officer

Washington, D.C., March 23, 2016 – YMCA of the USA, a leading community-based nonprofit committed to improving America's health, together with the U.S. Department of Health and Human Services (HHS), announced today that a successful demonstration project of the YMCA's Diabetes Prevention Program for the prevention of type 2 diabetes has shown to produce cost savings for Medicare participants. This result marks a critical step for HHS to eventually expand the Diabetes Prevention Program under Medicare for those with prediabetes.

This announcement is a result of the findings from a three-year project, spearheaded by Y-USA, which was awarded funding from the Center for Medicare and Medicaid Innovation (CMMI) to deliver the YMCA's Diabetes Prevention Program (YMCA's DPP) to nearly 8,000 participants.

This is the first time a preventive service pilot funded by the government's CMMI office has been proven to reduce cost and lower incidence of type 2 diabetes. When compared with similar beneficiaries not in the program, Medicare estimated savings of \$2,650 for each enrollee in the Diabetes Prevention Program over a 15-month period, more than enough to cover the cost of the program.

Y-USA's CMMI-funded project provided a platform for several of the nation's leading public health organizations to join forces to issue a shared message with a common goal — know your risk to prevent new cases of type 2 diabetes. These organizations included: the American Diabetes Association, American Heart Association, American Medical Association, Diabetes Prevention and Control Alliance, National Association of County and City Health Officials, National Council of LaRaza, National Council on Aging and YMCA of the USA.

Y-USA worked with the American Diabetes Association (ADA) to raise awareness of prediabetes and drive policy change to enable prevention programs to be built into the health care system, including passage of the legislation to establish the National Diabetes Prevention Program at the Centers for Disease Control and Prevention (CDC), funding to support the National DPP which helps to build the infrastructure to deliver community-based diabetes prevention programs and support of legislation to provide Medicare coverage for the program.

Furthermore, the American Medical Association (AMA) has been a partner in ensuring physicians understand the impact of the program, identify and screen their patients for prediabetes, and have the information they need to refer patients to the program. To that end, within five communities testing health care provider referral pathways, the program saw on average an enrollment yield of 17 percent and as high as 40 percent in one community according to the AMA.

Since 2005, the Y has worked to become a leading provider of chronic disease prevention programs and has positioned itself as a catalyst in community integrated health, spearheading research and scaling proven efforts to show that prevention and behavior change programs like the YMCA's DPP are effective in combatting, reducing and ultimately avoiding health risks associated with type 2 diabetes and other chronic conditions.

The YMCA's DPP is a shining example of the benefits that are possible when community-based organizations partner with health care providers to deliver preventive services outside of the clinic and hospital setting – particularly services that community members may not otherwise be able to afford or access in traditional health care settings:

- The YMCA's DPP helps adults at high risk of developing type 2 diabetes adopt and maintain healthy lifestyles by eating healthier, increasing physical activity and losing a modest amount of weight in order to reduce their chances of developing the disease.
- The program is a 12-month lifestyle behavior intervention with 25 sessions delivered over the course of one year.

The YMCA's close partnerships with public health, physicians, health care systems, employees, insurers, patient advocates, policymakers and others have enabled the Y to effectively address gaps in care and reach more people. Through this work, health resources have become more accessible, health care providers leverage support of natural partners in the neighborhoods where their patients live, health outcomes improve, costs go down and the entire community can take accountability for population health.

As of February 2016 the YMCA's Diabetes Prevention Program had served over 42,000 participants at more than 1,400 sites in 45 states across the country resulting in average weight loss of 4.6 percent at the end of weekly sessions and 5.5 percent at the end of year.

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About the Y

The Y is one of the nation's leading nonprofits strengthening communities through youth development, healthy living and social responsibility. Across the U.S., 2,700 Ys engage 22 million men, women and children – regardless of age, income or background – to nurture the potential of children and teens, improve the nation's health and well-being, and provide opportunities to give back and support neighbors. Anchored in more than 10,000 communities, the Y has the long-standing relationships and physical presence not just to promise, but to deliver, lasting personal and social change. ymca.net



AGENDA ACTION FORM

Approve Resolution to Apply for and Receive Funds from the Chancery Senior Elder Trust

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

Action Form No.: AF-204-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18, 2017
 Staff Work By: S. Buchanan, Chris McCartt
 Presentation By: Shirley Buchanan

Recommendation:

Approve the Resolution.

Executive Summary:

The Chancery Senior Elder Trust of Tennessee has funds available for grants that have a statewide impact. The Kingsport Senior Center will be joining Senior Centers across the state in applying for these funds. Fifty Forward an organization that runs five Senior Centers in the Greater Nashville and surrounding area, will be the point of contact on the grant. The Kingsport Senior Center will enter into a Memorandum of Understanding with Fifty Forward to receive the funds. The funds received will be used to purchase a twenty four passenger bus, pay for a part time driver for three years, pay a portion of fuel and repairs for three years, and pay for part time office assistance in scheduling a variety of group transportation. The total amount of grant funds the Kingsport Senior Center will be asking for is \$248,204. This grant requires no matching funds.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FIFTY FORWARD, AND ANY ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CHANCERY SENIOR ELDER TRUST OF TENNESSEE FOR THE KINGSPORT SENIOR CENTER

WHEREAS, the city, through the Kingsport Senior Center, would like to apply for a grant through the Chancery Senior Elder Trust of Tennessee; and

WHEREAS, Fifty Forward is an organization that runs five senior centers in the Greater Nashville and surrounding area, will be the point of contact on the grant; and

WHEREAS, a Memorandum of Understanding is required to be executed with Fifty First for the grant funds; and

WHEREAS, the funds received will be used to purchase a twenty four passenger bus, pay for a part time driver for three years, pay a portion of fuel and repairs for three years, and pay for part time office assistance in scheduling a variety of group transportation; and

WHEREAS, the amount of the grant is \$248,204.00, and the grant requires no local 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 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 Memorandum of Understanding with Fifty First and all documents necessary and proper to apply for and receive grant funds from the Chancery Senior Elder Trust of Tennessee in the amount of \$_____.00 for the Senior Center, which will require a 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 18th day of July, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 17-18

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

Action Form No.: AF-197-2017
 Work Session: July 17, 2017
 First Reading: N/A

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

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the City enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. The City's total allocation for fiscal year 2016-2017 is \$384,406. Projected State operation reimbursements for the fiscal year are \$611,900.

Additionally, the Federal Transit Administrations (FTA) annual contribution includes \$768,812 for a combined total operating budget of \$1,537,624 for fiscal year 2016/2017. These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2016-17 budget for the City of Kingsport.

Federal Transit Authority	\$768,812
Tennessee Dept. of Transportation	\$384,406
City of Kingsport	\$384,406
Total	\$1,537,624

The local funding for this project has been approved in the FY 16-17 City Budget.

Attachments:

1. Resolution

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A REIMBURSEMENT CONTRACT WITH THE TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR THE CITY
TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL
YEAR 2017-2018

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2017-2018, is \$611,900.00; and

WHEREAS, the city local budget for fiscal year 2017-2018, is \$384,406.00; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds;

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$611,900.00 for reimbursement of operating expenses for the city transit system for fiscal year 2017-2018, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a contract with the Tennessee Department of Transportation, in the amount up to \$611,900.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2017-2018, 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:

GRANT CONTRACT BETWEEN THE
STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT

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

Grantee Edison Vendor ID #1562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall utilize these funds for capital and operating assistance to support core urban fixed route transit service and complementary demand response service. Capital projects include but not limited to acquisition of buses, vans, preventative maintenance, radio communications, and equipment. Operating assistance includes but is not limited to overhead expenses, salaries, wages, fringe benefits, travel and training. Funds are based on populations reported in the 2010 census.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2017 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Eleven Thousand, Nine Hundred Dollars and No Cents (\$611,900.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period- it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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

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

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

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

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

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

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

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

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

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

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

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

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

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison

registration information.

D. **STANDARD TERMS AND CONDITIONS:**

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

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

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

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

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

D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other

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

The State:

George Mitchell, Transportation Program Supervisor Multimodal Transportation Resources Division

505 Deaderick Street, Suite 1800

J.K. Polk Bldg.

Nashville, Tennessee 37243

george.mitchell@tn.gov

Telephone Number: (615) 253-1044

FAX Number: (615) 253-1482

The Grantee:

Gary Taylor, Transit Manager City of Kingsport

225 West Center Street

Kingsport, Tennessee 37660

garytaylor@kingsporttn.gov

Telephone Number: (423) 224-2612

FAX Number: (423) 224-2615

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 Two.

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.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.3. 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.4. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TOOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project

and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.5. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.6. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Memorandum of Understanding with the Tennessee Department of Transportation (TDOT) for a Multiphase Traffic Signal for SR36 at Holston Hills Drive

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

Action Form No.: AF-202-2017
 Work Session: July 17, 2017
 First Reading: NA

Final Adoption: July 18, 2017
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

A traffic signal request was made by the City for the location of SR36 at Holston Hills Drive. TDOT concurs that the installation of a multiphase traffic signal at this location is warranted under the Manual on Uniform Traffic Control Devices (MUTCD). It is understood that the City will maintain this traffic signal once it is operational.

It is recommended to proceed with the traffic signal request for this location necessary for traffic flow and safety on city streets and state highways.

Attachments:

1. Resolution
2. Memorandum of Understanding
3. Location map

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR A MULTIPHASE TRAFFIC SIGNAL FOR SR36 AT HOLSTON HILLS DRIVE AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM

WHEREAS, the city would like to put a traffic signal on SR36 at Holston Hills Drive; and

WHEREAS, the Tennessee Department of Transportation agrees that it is necessary for traffic flow and safety on city streets and state highways; and

WHEREAS, the city will install, operate and maintain this traffic signal.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with Tennessee Department of Transportation for the installation of a traffic signal on SR36 at Holston Hills Drive 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 Memorandum of Understanding with Tennessee Department of Transportation for the installation of a traffic signal on SR36 at Holston Hills Drive 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:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TENNESSEE DEPARTMENT
OF TRANSPORTATION AND THE CITY OF
KINGSPORT**

This memorandum of understanding, made and entered into on this ____ day of _____, 2017, by and between the Department of Transportation of the State of Tennessee, hereinafter called "DEPARTMENT" and the City of Kingsport, hereinafter called "CITY".

WHEREAS, the CITY desires to purchase, install, operate, and maintain the hereinafter described highway traffic control device on a city street designated as a state highway within its jurisdiction; and

WHEREAS, the DEPARTMENT and the CITY share an interest in traffic flow and safety on city streets and state highways, as they may be affected by the installation of a highway traffic control device; and

WHEREAS, T.C.A., Section 54-5-108 (b), requires that all highway traffic control devices on any public street or highway in Tennessee conform with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the DEPARTMENT; and

WHEREAS, T.C.A. Section 4-3-2303(10), authorizes the DEPARTMENT to provide technical assistance to other public agencies; and WHEREAS, the CITY requests that the DEPARTMENT review the proposed traffic control device for conformity with the MUTCD;

NOW, THEREFORE, in consideration of these premises, the parties set forth the following understandings:

1. It is understood that the DEPARTMENT, in the exercise of its engineering judgment, concurs with the CITY that the installation of the following type of highway traffic control device at the

following location is warranted under the MUTCD:

LOCATION

SR 36 (Holston Hill Dr.)

TYPE

Multiphase Traffic Signal

2. It is understood that the CITY shall purchase and install said device, *or authorize a contractor and/or developer to purchase and/or install said device*, and thereafter the CITY shall operate, maintain, and guarantee that it, or some other governmental entity, will pay for electricity to the same, all without expense to the DEPARTMENT.

3. It is further understood by the CITY that should roadway or traffic conditions change such that said device is no longer justified under the provisions of the MUTCD, the CITY shall remove the same at no expense to the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have caused their duly-authorized officials to execute this Memorandum of Understanding on the date written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TENNESSEE DEPARTMENT OF TRANSPORTATION
AND THE CITY OF KINGSFORT**

This memorandum of understanding, made and entered into on this _____ day of _____, 2017, by and between the Department of Transportation of the State of Tennessee, hereinafter called "DEPARTMENT" and the City of Kingsport, hereinafter called "CITY".

WHEREAS, the CITY desires to purchase, install, operate, and maintain the hereinafter described highway traffic control device on a city street designated as a state highway within its jurisdiction; and

WHEREAS, the DEPARTMENT and the CITY share an interest in traffic flow and safety on city streets and state highways, as they may be affected by the installation of a highway traffic control device; and

WHEREAS, T.C.A., Section 54-5-108 (b), requires that all highway traffic control devices on any public street or highway in Tennessee conform with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the DEPARTMENT; and

WHEREAS, T.C.A. Section 4-3-2303(10), authorizes the DEPARTMENT to provide technical assistance to other public agencies; and

WHEREAS, the CITY requests that the DEPARTMENT review the proposed traffic control device for conformity with the MUTCD;

NOW, THEREFORE, in consideration of these premises, the parties set forth the following understandings:

1. It is understood that the DEPARTMENT, in the exercise of its engineering judgment, concurs with the CITY that the installation of the following type of highway traffic control device at the following location is warranted under the MUTCD:

LOCATION

SR 36 (Holston Hill Dr.)

TYPE

Multiphase Traffic Signal

2. It is understood that the CITY shall purchase and install said device, *or authorize a contractor and/or developer to purchase and/or install said device*, and thereafter the CITY shall operate, maintain, and guarantee that it, or some other governmental entity, will pay for electricity to the same, all without expense to the DEPARTMENT.
3. It is further understood by the CITY that should roadway or traffic conditions change such that said device is no longer justified under the provisions of the MUTCD, the CITY shall remove the same at no expense to the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have caused their duly-authorized officials to execute this Memorandum of Understanding on the date written.

CITY OF KINGSFORT

TENNESSEE DEPARTMENT OF TRANSPORTATION

Name

John Schroer
Commissioner

Title

APPROVED AS TO FORM AND LEGALITY:

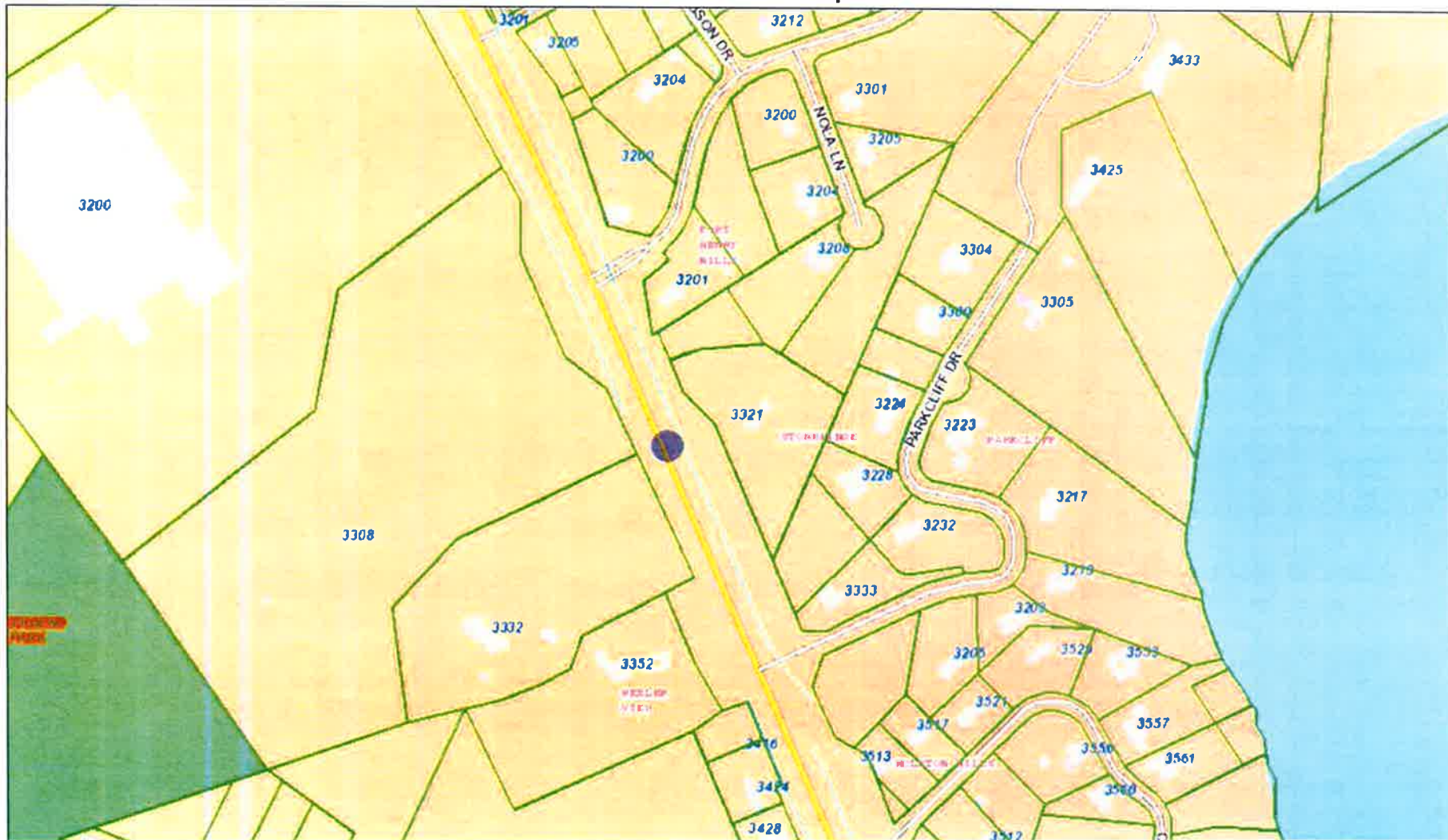
City Attorney

John H. Reinbold
General Counsel










File No.

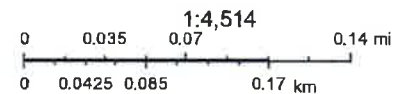
Revised February 9, 2016

ArcGIS Web Map



July 10, 2017

- | | | | | | |
|---|-------------------------|---|-------------|---|---------------|
|  | Sullivan Co Parcel Data |  | Golf Course |  | Fire Stations |
|  | Kpt 911 Address |  | Hospital |  | Hydrography |
|  | Subdivision Labels |  | Schools |  | GreenBelt |



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Web AppBuilder for ArcGIS
USDA FSA, Microsoft |



AGENDA ACTION FORM

Issue a Purchase Order to Southern Lighting & Traffic Systems for Traffic Signal Cabinets

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

Action Form No.: AF-203-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18, 2017
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The Traffic Division has been working to upgrade aging signal components over the course of the last five years. Throughout the budget process with City Management, and budget approval by the Board of Mayor and Alderman, funding to move forward with various improvements has been provided.


There are limited brands / manufacturers of traffic signal equipment. In the past the City has purchased Econolite cabinets and components. Over time Econolite has proven to offer the best service, compatibility, and functionality which allows the City to provide the most effective and efficient management of our transportation network.

Previous traffic signal cabinets were purchased directly from Econolite Control Product, Inc., however they now distribute thru Southern Lighting & Traffic Systems. In order to maintain consistency purposes (keeping the signal components uniform and consistent with past signal equipment purchases) it is recommended to enter into a one source contract with Southern Lighting & Traffic Systems in the amount of \$67,400.00 for traffic signal cabinets.

Funding is available and identified in GP1743 line item 311 0000 601 9006.

Attachments:

1. Resolution
2. Memo
3. Southern Lighting & Traffic Systems Quote

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR TRAFFIC SIGNAL
CABINETS TO SOUTHERN LIGHTING & TRAFFIC SYSTEMS

WHEREAS, the Kingsport Traffic Division has been working to upgrade aging signal components; and

WHEREAS, in the past, the city has purchased traffic signal cabinets from Southern Lighting & Traffic Systems; and

WHEREAS, to be consistent with prior purchases it is recommended to enter into a one source contract with Southern Lighting & Traffic Systems as the Econolite vendor; and

WHEREAS, in order to purchase Econolite traffic signal cabinets, a purchase order needs to be executed to Southern Lighting & Traffic Systems in the amount of \$67,400.00; and

WHEREAS, funding for is available in schools budget, GP1743 line item 311 0000 601 9006.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Southern Lighting & Traffic Systems for the purchase of Econolite traffic signal cabinets in the amount of \$67,400.00.

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

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

ADOPTED this the 18th day of July, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Memorandum

TO: Jeff Fleming, City Manager
FROM: Tim Elsea, Traffic Engineering Manager
DATE: July 10, 2017
RE: Traffic Signal Cabinets

The Traffic Division has been working to upgrade aging signal components over the course of the last five years. Throughout the budget process with City Management, and budget approval by the Board of Mayor and Alderman, funding to move forward with various improvements has been provided.

In an attempt to keep the signal components uniform and consistent with signal equipment purchases in the past, staff recommends entering into a one source contract with Southern Lighting and Traffic Systems as the Econolite vendor for traffic signal cabinets.

City Code Section 2-599 permits the City Manager to enter in to a one source contract when it is determined to be in the best interest of the City of Kingsport. It is my opinion that this present situation warrants such action due to the history and consistency of our traffic signal components with Econolite.

If you are in agreement with this recommendation please sign below for file documentation. Should you have any questions feel free to contact me.

Approved: _____ Date: _____

Southern Lighting & Traffic Systems
113 Industrial Park Drive
Cumming, GA 30040

Quote

Date	Quote #
7/6/2017	3438

Customer

City of Kingsport
Finance-Accounts Payable
225 W Center Street
Kingsport, TN 37660

Project Details

City of Kingsport

Cabinet Quote

Project Number

Qty	Item	Description	Unit Cost	Total
6	CAB16497-Kingsport w.	Kingsport P 44 Cabinet designed to house UPS - Empty Cabinet	9,675.00	58,050.00
1	CAB#TBD Kingsport M	TS2 Type 1 P38 Kingsport - Empty Cabinet - Pole Mount	9,350.00	9,350.00

	Sales Tax (0.0%)	\$0.00
	Total	\$67,400.00



AGENDA ACTION FORM

Approval of Easement and Right-of-Way

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

Action Form No.: AF-199-2017
 Work Session: July 17, 2017
 First Reading: N/A

Final Adoption: July 18, 2017
 Staff Work By: R. Trent; P. Gilmer
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to construct a sidewalk along Pendragon Road in Ridgefields which will extend from the circle to the golf course, the Public Works Department has requested rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

This project will be funded under #GP1403.

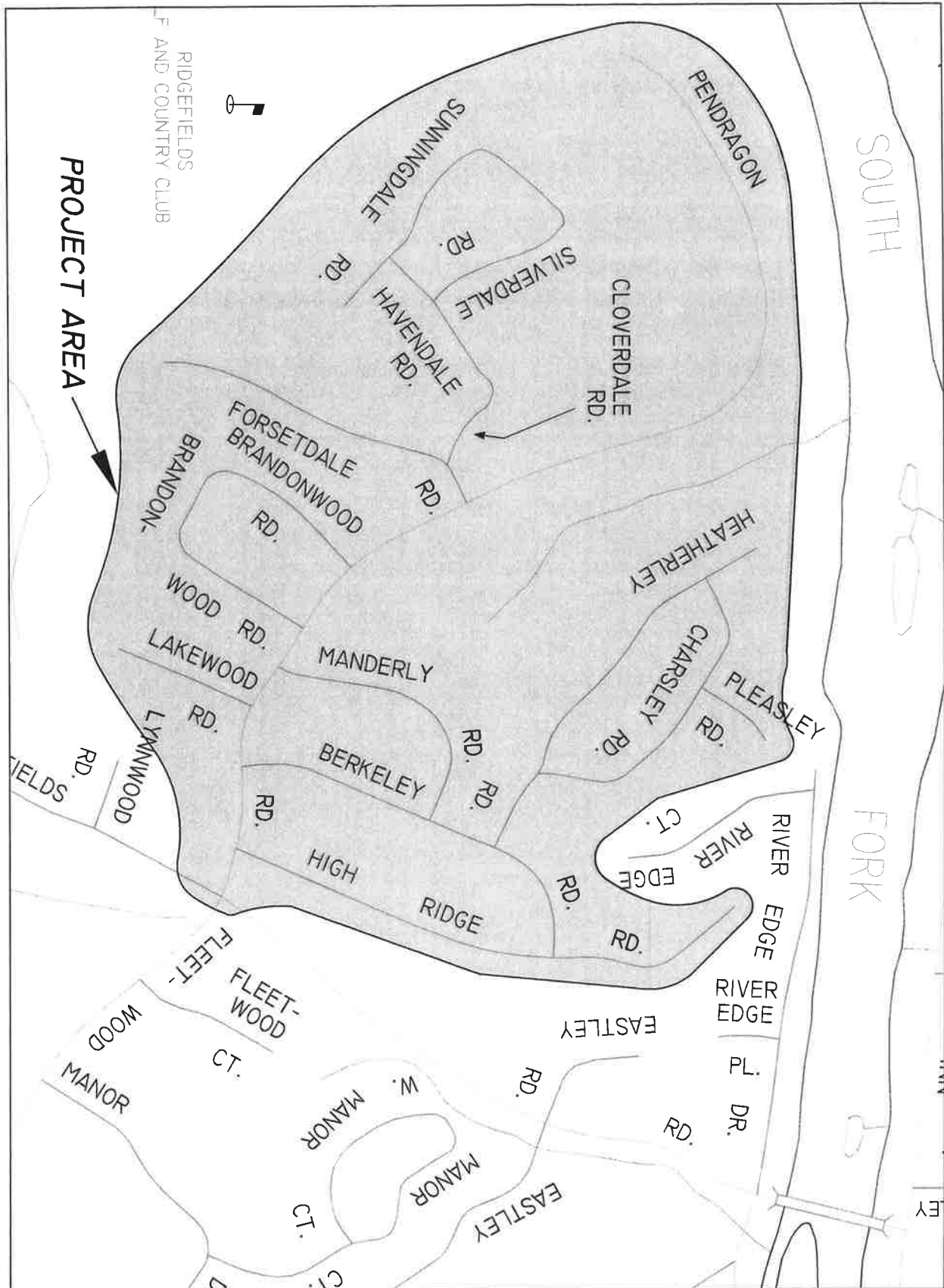
<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
045-I; B-001.00	Pace, LLC 2320 Pendragon Road Kingsport, TN 37660	Temp. 2,583 sq. ft.	\$1,092.00
045-O; H-018.00	William & Linda Woods 2005 Pendragon Road Kingsport, TN 37660	ROW. 189 sq. ft.	\$270.00

Attachment:

1. Project Location Map

Funding source appropriate and funds are available: *je*

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



SCALE - 1"=400'

PROPOSED WATER LINE UPGRADES
AND
PROPOSED SIDEWALK EXTENSIONS
TO
PENDRAGON ROAD AREA



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-206-2017
Work Session: July 17, 2017
First Reading: N/A

Final Adoption: July 18, 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 4 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 #SW1511.

Attachment:

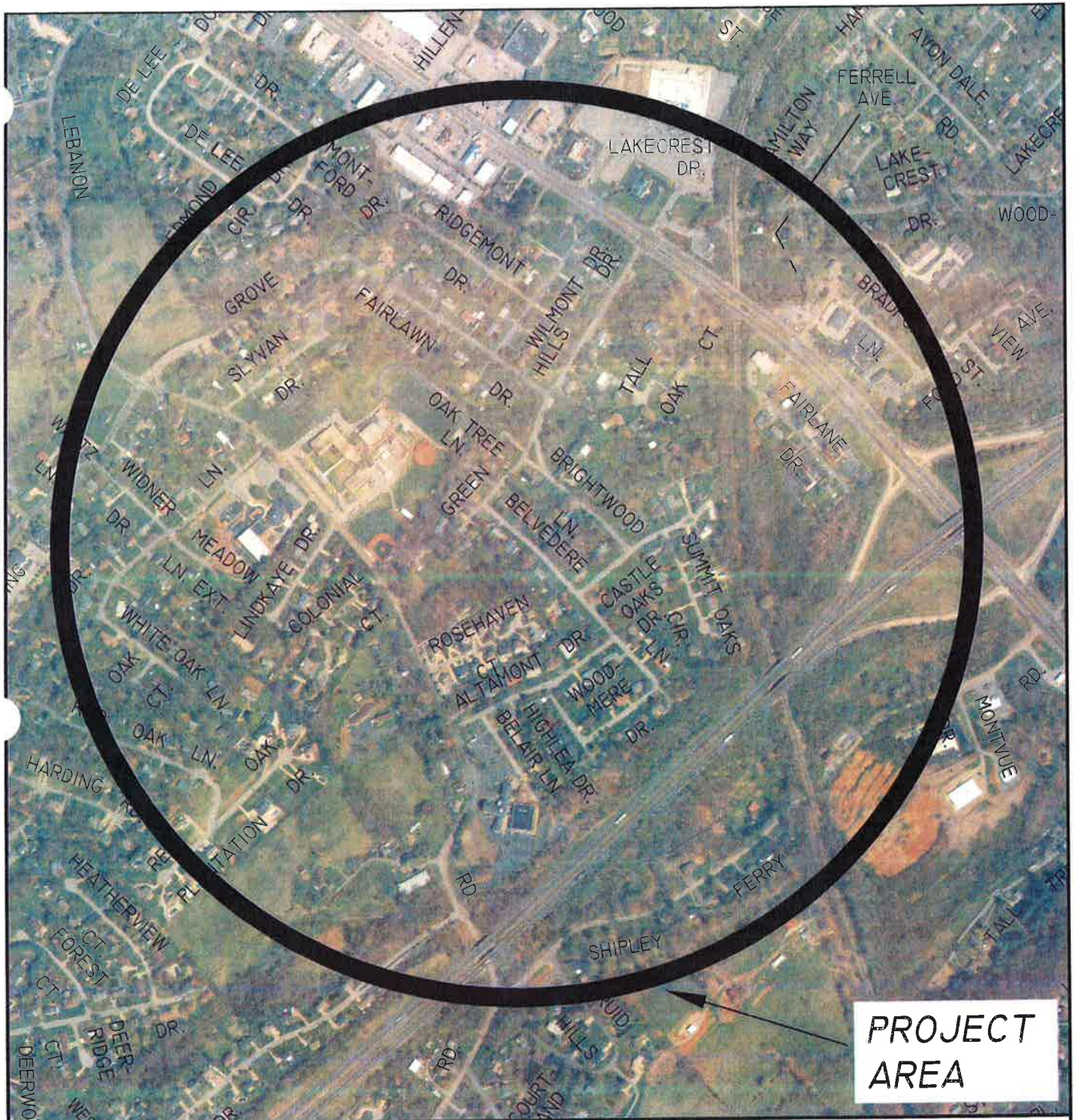
1. Colonial Heights Sanitary Sewer Project – Phase 4 Additional Offers
2. Project Location Map

Funding source appropriate and funds are available 

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

Colonial Heights Sewer Project – Phase 4 Additional Offers

<u>Tax Map & Parcel</u>	<u>Property Owner/s</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#092N; B-003.00	Richalene Laynn Campbell P. O. Box 5666 Kingsport, TN 37663	Temp. 528 sq. ft.	\$222.00
#092N; B-004.00	Robert & Judith Reece 4609 Belvedere Lane Kingsport, TN 37663	Perm. 1,652 sq. ft. Temp. 1,678 sq. ft.	\$853.00 \$649.00
#092N; B-005.00	Justin & Candace Barger 4605 Belvedere Lane Kingsport, TN 37663	Perm. 1,640 sq. ft. Temp. 1,706 sq. ft.	\$847.00 \$660.00
#092N; B-006.00	Florence B. Smith 4601 Belvedere Lane Kingsport, TN 37663	Perm. 1,741 sq. ft. Temp. 1,780 sq. ft.	\$899.00 \$689.00



PROJECT
AREA

PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE IV

FIGURE 1 - LOCATION MAP



MEMORANDUM

July 11, 2017

TO: Board of Mayor and Aldermen

FROM: Ryan McReynolds, Asst. City Manager / Public Works Director

SUBJECT: Full Circumstantial Report – Emergency Repairs for the Justice Center Chiller

In accordance with the City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city is provided. This report fulfills the process for an emergency purchase, and shall be filed in the minutes of the Board of Mayor and Aldermen meeting of July 18, 2017.

On Thursday, June 15, 2017 the 200 ton chiller located at the Justice Center shut down due to the failing of both 100 ton systems. Therefore there was no cooling for the entire building to include the jail, and both court rooms. HVAC, Inc. was contacted to access the problems in order to restore cooling as quickly as possible without closing the building. Repairs were made to both 100 ton systems of the chiller.

A memo was signed by the Public Works Director and City Manager on Tuesday, July 10, 2017 for approval to proceed with processing the payment for repairs in the amount of \$54,800.00.

Attachments:

1. Memo of Description & Approval of Emergency Repairs Payment
2. Invoice for Emergency Repairs

MEMORANDUM

July 10, 2017

TO: Ryan McReynolds, Asst. City Manager / Public Works Director
FROM: David Austin, Facility Maintenance Manager
SUBJECT: Emergency Repairs for the Justice Center Chiller

On Thursday, June 15, 2017 the 200 ton chiller located at the Justice Center shut down due to the failing of both 100 ton systems. System 1 compressor shorted to ground; and system 2 compressor locked out due to oil filter blockage. Therefore there was no cooling for the entire building to include the jail, and both court rooms. Since we have a Service Contract with HVAC, Inc. they were contacted to access the problems in order to restore cooling as quickly as possible without closing the building. It was determined System 1 100 ton compressor as beyond repair, and System 2 100 ton compressor had metal shavings in the oil filter. System 2 oil filter was cleaned and was brought back online as a temporary repair. A rebuilt compressor was shipped in from out of state for System 1, and a replacement filter for System 2 was also shipped in from out of state.

In accordance with the City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city is provided. The invoice from HVAC, Inc. referencing the scope of work for the emergency repairs is attached. Therefore approval is needed to process the invoice for payment via purchase order in the amount of \$54,800.00 for the emergency repairs.

This memo must be signed and approved by the Department Head and City Manager in order to proceed with this payment for the emergency repairs.


Approval



Ryan McReynolds, Assistant City Manager / Public Works Director

7/10/17

Date



Jeff Fleming, City Manager

7/11/17

Date



HVAC, Inc.
101 3rd Street - Bristol, TN 37620
Phone: (423) 989-5000 Fax: (423) 989-5015
www.hvac-inc.com

July 10, 2017

Invoice #: 23844

INVOICE

Bill to: CITY OF KINGSPORT
FINANCE - ACCTS PAYABLE
225 W. CENTER STREET
KINGSPORT, TN 37660

Service at: KINGSPORT JUSTICE CENTER
225 W. CENTER STREET
KINGSPORT, TN 37660

Description: Work Order 54456 BILLABLE TN**Reference:** Work Order 54456**Terms:** DUE UPON RECEIPT**Customer PO Number:**

Description	Quantity	Unit Price	Amount
06/15/2017 CHILLER IS DOWN - CALL KARL 423-817-1977 QUOTED \$54,800.00			
FOUND CIRCUIT 1 LOCKING OUT ON OIL DIFFERENTIAL. FOUND A 70 PSI DIFFERENTIAL BETWEEN THE DISCHARGE PRESSURE AND THE OIL PRESSURE. THE FACTORY CALLS FOR NO MORE THAN 30 PSI. OIL FILTER IS BAD. REPLACED OIL FILTER AND SENSORS. ALSO FOUND BAD SOLENOID VALVE COIL. REPLACED OIL. FOUND CIRCUIT 2 COMPRESSOR SHORTED TO GROUND KICKING THE #2 DISCONNECT.			
RECOVERED 130 LBS OF R22 AND REPLACED COMPRESSOR FOR CIRCUIT 2 REPLACED CONTACTORS AND OIL. ADDED 2 HIGH ACID DRYERS REPLACED AUX CONTACTS AND PRESSURE TRANSDUCER. PRESSURE TESTED AT 150 PSI AND PULLED VCUUM RECHARGED WITH VIRGIN R22 AND RETURNED UNIT TO SERVICE. VERIFIED OPERATIONS.			
TOTAL REPAIR	1.00	54,800.00	54,800.00

PLEASE DELETE OUR PO BOX FROM YOUR RECORDS.
OUR NEW MAILING ADDRESS/ZIP CODE IS
101 3RD STREET - BRISTOL, TN 37620

Subtotal:	54,800.00
Sales Tax:	0.00
Total Due:	54,800.00

The Region's Premier Specialty Contractor