



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, July 5, 2016, 4:00 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

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
Morris Baker, Community Services Director
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. Greenbelt Update – Kitty Frazier
4. Sales Tax, Wellness Clinic, Safety and Projects Status – Jeff Fleming
5. Review of Items on July 5, 2016 Business Meeting Agenda
6. Adjourn

Next Work Session, July 18, 2016: Projects Status

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

BMA Report, July 5, 2016

Financial Comments, Judy Smith



Sales tax revenue was strong for the month of April. Total sales tax year to date is still strong at 4.58% above last year.

Sales for the month of April are realized in June.

The June monthly report indicates:

April 2015	\$1,357,635
April 2016	\$1,396,651
• \$34,253 above budget	+2.51%
• \$39,016 above last year's actual	+2.87%
Year to Date 2015	\$13,933,946
Year to Date 2016	\$14,569,027
• \$612,051 above budget	+4.30%
\$635,081 above last year	+4.58%

Kingsport Employee Wellness, Terri Evans

	01/01/2016 – 05/31/2016	06/01/2016 – 06/26/2016
Total Utilization	97.9%	95.7%
City – Active Employees	33.5%	33.1%
City – Dependents	19.3%	20.4%
City – Retirees	3.9%	3.6%
Schools – Active Employees	22.0%	20.6%
Schools – Dependents	11.7%	11.3%
Schools – Retirees	1.7%	1.6%
Extended-Patient Services/Other	1.3%	.8%
Work Comp	.2%	0
No Show	4.3%	4.3%

Worker's Compensation, Terri Evans

For May, 2016 the city had four OSHA recordable Workers' Compensation claims. One involved lost time and restricted duty, one involved restricted duty and two had restrictions.

1. **Fire Department** - date of injury 5/13/2016, nine days of restricted duty, and employee is presently off from work.
What happened – As two employees lifted a training prop into the back of a pickup truck, one employee felt a pop in the elbow.
Action taken – The department is looking into installing a lift gate on the pickup truck.

2. **Schools** - date of injury 5/20/2016, on restrictions since 5/21/2016.
What happened - Employee was carrying files from one location to another in the school. While going down the stairs, the employee fell down the last two steps injuring both ankles.
Action taken – Employee was instructed to use the elevator in the future when carrying large items.

3. **Fire Department** - date of injury 5/27/2016, on restrictions for ten days.
What happened – Employee was conducting morning duties. While washing dishes a glass broke cutting the employee on the right hand.
Action taken – Employee was advised to be more careful in the future when performing daily duties.

4. **Fire Department** - date of injury 5/27/2016, seven days of restricted duty.
What happened – Employee, while using a proper lifting technique, lifted a stretcher with a patient on it and felt a sharp pain in the left shoulder.
Action taken – Reiterated the importance of using the proper lifting technique with employee. When using the proper technique there is little that can be done to prevent such injuries

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,537,873.00	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Drill Tech is 721' into the main tunnel. J. Cumby is finishing up rebar installation at raw water pump station.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	City signed contract submitted to TDOT on 4/22/16. Awaiting fully executed contract from TDOT.
\$5,600,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	6/30/2017	Bids were open on 6/8/16. Bids are being evaluated.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Survey and Design underway.
\$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Crews working on Beechwood.
\$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/ WA1502	12/10/2016	Crews saw cutting Countryside Court.
\$2,609,000.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 1	WA1601	7/5/2016	Contractor expects completion by 7/31. Installing on Mustand Drive, Whitcomb St., Preston Drive, & Chickasaw Rd.
\$2,500,000.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Meeting with residents
\$2,400,000.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	6/15/2017	Awaiting appropriate private funding level prior to scheduling the bid process.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Installing line on Witherspoon Drive between Dancy Ln & Buella Church Rd. Install casing pipe for bore 6/30.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	RFQ advertisement in newspaper June 26th. RFQ opening will be July 26th.
\$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	12/24/2016	Work on construction road ongoing to access manholes behind Food City off Moreland Drive.
\$1,076,018.00	Ronnie Hammonds	Robbins, Steve	Demolition Landfill Clay Liner	DL 1500	7/31/2016	The project is 75% complete. Work was restarted in early April.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	The layout of this extension has been completed. The centerline has been marked/staked in the field. Land acquisition documents are being prepared.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	12/31/2016	Bids were opened on 6/28. Evaluation of bids to be complete by 7/6.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	RFQ for Survey and Design services opened 6/15/2016. Selection committee will review week of June 20th.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	11/1/2016	The City met with the engineer and contractor on June 24. We expect construction to resume this August.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	12/31/2016	The State Attorney General has requested additional information through the District Attorney.
\$550,000.00	Michael Thompson	Grieb, Jacob	Enterprise Place Roadway Improvements	GP1611	12/31/2016	ARAP has been approved awaiting SWPPP.
\$500,000.00	Niki Ensor	Niki Ensor	WWTP Blower (175,000 CTEG Grant)	SW1507	8/1/2016	Leaks discovered in the activated sludge piping must be repaired before blower start up. Repair materials are on order.
\$450,000.00	Chad Austin	Chad Austin	Border Regions Areas 1, 2 & 3 - Water	TBD	2/17/2017	Currently in FY18 CIP.
\$438,000.00	Hank Clabaugh	Mason, David	130 Shelby St. - Engineering Bldg. Renovation	GP1514	8/31/2016	Cabinets installed. HVAC ductwork and registers in progress.
\$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	Appraisal underway.
\$278,647.00	Michael Thompson	Clabaugh, Hank	2016 Citywide Sidewalk Extension	GP1403	9/5/2016	The contractor will begin construction on the Clinchfield/Bloomington/Stone Drive section on July 5. The project will last approximately 2 months.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	M&C working on Environmental Document
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	12/31/2016	Agreement has been sent to Bloomington Utility District for signatures.
\$96,775.00	David Quillen	Gilmer, Pamela	Police Seize Car Lot - Landfill	GP1609	8/31/2016	Low bidder recommended for contract.
\$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	8/31/2016	Pre-engineered building is in production.
\$90,000.00	Chad Austin	Hank Clabaugh	Kingsport South Annexation - Water	TBD	4/3/2017	Working on design for Mitchell and Pickens.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	The final construction documents have been completed. We are still awaiting the final property donation/acquisition.
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	7/26/2016	Construction start is awaiting building permit.
\$75,000.00	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	9/30/2016	The plans have been submitted to TDEC for review and approval.
\$63,635.00	Kitty Frazier	Mason, David	Civic Auditorium Floor Replacement	GP1511		Colors have been selected and contractor preparing to mobilize. Still awaiting final contract documents.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$60,000.00	Kitty Frazier	Mason, David	V.O. Dobbins Field Lighting	GP1214	8/19/2016	New poles are assembled. Currently excavating holes for installation. AEP 480V service will require installing a new transformer pole
\$20,000.00	Chad Austin	Chris Alley	Robindale Subdivison Water Service	Operating	6/30/2016	Tie-in to our system is scheduled for the week of 6/27.
\$18,000.00	Chad Austin	Chris Alley	Sullivan County Agriculture Center Waterline Extension	Operating	8/31/2016	ARAP received. Coordinating easement with property owner.
\$15,000.00	Chad Austin	Harvey Page	Centennial Park sewer line replacement - Main St.	Operations	9/1/2016	Construction scheduled to begin in early August.
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	12/29/2017	Project is in design phase.
	Chris McCartt	Mason, David	Meadowview Renovations	MV1600		In design.
	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542		Preparing quoting documents for design-build project.
	Morris Baker	Mason, David	Carousel Carving Studio	GP1608		Pre-Bid Conference held June 9th. Bid Opening on June 21st.
	Morris Baker	Mason, David	Library Children's Area	GP1400		In design.

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, July 5, 2016, 7:00 p.m.

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

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor David Salley, Gravelly Baptist Church

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

None

V. APPROVAL OF MINUTES

1. Work Session – June 20, 2016
2. Business Meeting – June 21, 2016

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. Appropriate Funding from the Tennessee Arts Commission Arts Project Support Grant (AF: 178-2016) (Morris Baker)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 173-2016) (Morris Baker)
 - Ordinance – **Second Reading and Final Adoption**
2. Amend Chapter 86 Solid Waste in Code of Ordinances (AF: 172-2016) (Michael Thompson)
 - Ordinance – **Second Reading and Final Adoption**
3. Budget Cleanup Ordinance for FY16 (AF: 174-2016) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Enter into a Professional Services Agreement with Barge Waggoner Sumner & Cannon, Inc. (BWSC) for Roadway Condition Assessment (AF: 181-2016) (Ryan McReynolds)
 - Resolution
2. Agreement with KHRA to Rehabilitate 378 of Its Public Housing Units and New Construction of Its Lee Apartments (AF: 162-2016) (Jeff Fleming)
 - Resolution
3. Amending the CDM Smith Contract to Include Additional Professional Services for Engineering During Construction and Resident Project Inspection to Match Actual Construction Duration (AF: 179-2016) (Ryan McReynolds)
 - Resolution

E. APPOINTMENTS

1. Reappointments and Appointment to the Tree Advisory Board (AF: 180-2016) (Mayor Clark)
 - Appointment

4. Appointment and Reappointments to Parks and Recreation Advisory Committee (AF: 182-2016) (Mayor Clark)
 - Appointment

VII. CONSENT AGENDA

1. Approving Agreements with Lincoln Memorial University, King University and Milligan College to Provide Classes at the Kingsport Center for Higher Education and to Approve Subleases to Said Entities by Northeast State Community College (AF: 183-2016) (Chris McCartt)
 - Resolution
2. Right-of-Way Easement with Kingsport Power Company (AF: 185-2016) (Ryan McReynolds)
 - Resolution
3. Release Agreement for Tennessee Farmers Mutual Insurance Company (AF: 184-2016) (Mike Billingsley)
 - Resolution
4. Approve Issuance of Certificate of Compliance for Retail Food Store to Sell Wine (AF: 186-2016) (Jim Demming)
 - Certificate of Compliance

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 20, 2016, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **PROJECT STATUS.** City Manager Fleming provided updates on current water, sewer, and street projects.
4. **REVIEW OF AGENDA ITEMS ON THE JUNE 21, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following are items the Board discussed at greater length or which received specific questions or concerns.

VI.B.2 Amend Chapter 89 Solid Waste in the Code of Ordinances (AF: 172-2016).
City Manager Fleming explained this was a housekeeping item and did not obligate the board to the proposed sanitation fee.

VI.C.1 Consideration of an Ordinance to Adopt the FY16-17 Budget (AF: 131-2016).
City Manager Fleming discussed this item, noting everything had been previously presented. He noted an amendment was needed for the property tax rollback. He also pointed out the sanitation fee was included but not an amount, as well as ONEKingsport funding. Mayor Clark then gave an overview of the goal, stating staff needed to know if there was a majority of the BMA in favor of the compromise proposal. He commented the ONEKingsport movement was to differentiate Kingsport and make it a destination city. Mr. Fleming then reviewed the compromise proposal, stating there would be no roll back in taxes, as that mainly benefitted businesses, and the sanitation fee was being reduced from \$12.75 to \$8.00. He also pointed out the fee would be waived for those already enrolled in the property tax relief program. Many citizens spoke on this issue. After much discussion Vice-Mayor McIntire, Alderman George, and Alderman Olterman stated they could still not support the fee, even at \$8.00. They affirmed their support for ONEKingsport, but asked it to be funded differently. With the rest of the board in favor, Mayor Clark instructed staff to draw up the paperwork necessary for the compromise proposal to be presented at the meeting tomorrow night.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, June 20, 2016**

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 21, 2016, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

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:

II.B. INVOCATION: Pastor Paul Becker, Concordia Lutheran Church.

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

IV. RECOGNITIONS AND PRESENTATIONS.

1. Keep Kingsport Beautiful Beautification Awards – Robin Cleary.
2. City Scholarship Recipients of Staff Dependents – Lesley Christian.
3. Above and Beyond – Assistant City Manager Chris McCartt recognized Noah Rutherford and Charlotte Reasor, lifeguards at the Aquatic Center.
4. Proclamation – Claudia Moody (Alderman Olterman).

V. APPROVAL OF MINUTES.

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

- A. June 6, 2016 Regular Work Session
- B. June 7, 2016 Regular Business Meeting

Approved: All present voting “aye.”

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. Several citizens came forward to speak.

(NOTE: Item C.1 was voted on next, out of order, in light of the previous discussion. The regular agenda resumed thereafter with Item B.1.)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2016**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 173-2016) (Morris Baker).

Motion/Second: McIntire/George, to pass:

Resolution No. 2016-197, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE A PROJECT DIABETES INITIATIVE SERVICES GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH

Passed: All present voting "aye."

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF HEALTH FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend Chapter 89 Solid Waste in the Code of Ordinances (AF: 172-2016) (Michael Thompson).

Motion/Second: Duncan/Mitchell, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, BY ADDING A SECTION TO CHAPTER 86, ARTICLE I, AUTHORIZING THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH FEES FOR GARBAGE, TRASH SERVICE AND LANDFILL FEES BY RESOLUTION; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye" except McIntire, George and Olterman voting "nay."

3. Budget Cleanup Ordinance for FY16 (AF: 174-2016) (Jeff Fleming).

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of an Ordinance to Adopt the FY16-17 Budget (AF: 131-2016) (Jeff Fleming). Alderman Parham made a motion to amend the sanitation fee to reflect \$8.00 a month beginning July 1, 2016 city residents, seconded by Alderman Mitchell with Clark, Duncan, Mitchell and Parham voting "aye" and George,

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McIntire and Olterman voting "nay." City Attorney Billingsley read the ordinance and City Manager Fleming gave a summary on the amendment, as well as how the sanitation fee will be collected.

Motion/Second: Parham/Duncan, to pass as amended:

ORDINANCE NO. 6572, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of an Ordinance to Adopt the FY16-17 Water Fund Budget (AF: 132-2016) (Ryan McReynolds).

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6573, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Consideration of an Ordinance to Adopt the FY16-17 Sewer Fund Budget (AF: 133-2016) (Ryan McReynolds).

Motion/Second: Duncan/Parham, to pass:

ORDINANCE NO. 6574, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Materials Agreement with Danny Karst Related to Edinburgh Phase 9 Development and an Ordinance to Appropriate the Funds (AF: 128-2016) (Ryan McReynolds).

Motion/Second: George/Parham, to pass:

ORDINANCE NO. 6575, AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 9 MATERIALS AGREEMENT PROJECT (SW1689); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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5. Amend the FY16 Budgets for Department of Education Active Employees Health Insurance and Department of Education Retiree Health Insurance (AF: 130-2016) (David Frye).

Motion/Second: Parham/Duncan, to pass:

ORDINANCE NO. 6576, AN ORDINANCE TO AMEND THE FY 2015-16 BUDGETS FOR KINGSFORT CITY SCHOOLS ACTIVE EMPLOYEES HEALTH INSURANCE FUND AND RETIREE HEALTH INSURANCE FUND; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Amend the FY16 General Purpose School Fund Budget (AF: 129-2016) (David Frye).

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6577, AN ORDINANCE TO AMEND THE FY 2015-16 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

7. Amend the FY16 Schools Federal Projects Fund Budget (AF: 147-2016) (David Frye).

Motion/Second: Mitchell/Duncan, to pass:

ORDINANCE NO. 6578, AN ORDINANCE TO AMEND THE FY 2016 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

8. Amend the FY16 School Special Projects Fund Budget (AF: 148-2016) (David Frye).

Motion/Second: George/McIntire, to pass:

ORDINANCE NO. 6579, AN ORDINANCE TO AMEND THE FY 2016 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

9. Adopt the FY16-17 Urban Mass Transit Budget (AF: 134-2016) (Chris McCartt).

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Motion/Second: McIntire/Mitchell, to pass:

ORDINANCE NO. 6580, AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

10. Adopt the FY16-17 Metropolitan Planning Project Grant Budget
(AF: 135-2016) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6581, AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

11. Adopt the FY16-17 School Public Law 93-380 Grant Project Fund Budget (AF: 136-2016) (Jeff Fleming, David Frye).

Motion/Second: Parham/Duncan, to pass:

ORDINANCE NO. 6582, AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

12. Adopt the FY16-17 Special Schools Projects Grant Fund Budget (AF: 137-2016) (Jeff Fleming, David Frye).

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6583, AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

13. Ordinance Providing for the FY17 Community Development Block Grant Budget (AF: 138-2016) (Lynn Tully).

Motion/Second: Olterman/McIntire, to pass:

ORDINANCE NO. 6584, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2017; AND, TO FIX THE

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EFFECTIVE DATE OF THIS ORDINANCE

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

14. Ordinance Providing for the FY17 Emergency Solutions Grant Budget (AF: 139-2016) (Lynn Tully).

Motion/Second: Parham/Mitchell, to pass:

ORDINANCE NO. 6585, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2017; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

15. Amend the Code of Ordinances for the City of Kingsport to Prohibit Smoking Anywhere on the Property of the Kingsport Aquatic Center (AF: 163-2016) (Chris McCartt).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6586, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE BY ADDING A SECTION PROHIBITING SMOKING ANYWHERE ON THE GROUNDS OF THE PROPERTY FOR THE CITY'S AQUATIC CENTER, INCLUDING, BUT NOT LIMITED TO, INSIDE THE BUILDING, THE OUTDOOR SWIMMING AREAS, SIDEWALKS, ROADS AND THE PARKING AREAS; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

16. Amend the Code of Ordinances for the City of Kingsport to Add a Section Prohibiting the Use of Electronic Smoking Devices in Any Building Controlled by the City of Kingsport (AF: 164-2016) (Chris McCartt).

Motion/Second: McIntire/Mitchell, to pass:

ORDINANCE NO. 6587, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE ADDING A SECTION PROHIBITING THE USE OF VAPORIZERS, VAPE PENS, HOOKAH PENS, ELECTRONIC CIGARETTES E-PIPES OR OTHER ELECTRONIC NICOTINE DELIVERY SYSTEMS OR ELECTRONIC SMOKING DEVICES IN ANY BUILDING OWNED, LEASED OR CONTROLLED BY THE CITY OR WITHIN TWENTY-FIVE FEET OF ANY ENTRANCE OR EXIT TO SUCH BUILDING AND CERTAIN OTHER PROPERTY OWNED, LEASED OR CONTROLLED BY THE CITY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

**1. Authorization for the City Recorder to Reconcile and Adjust
Uncollectible Property Tax for Tax Year 2005 (AF: 160-2016) (Joe May).**

Motion/Second: McIntire/George, to pass:

Resolution No. 2016-198, A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2016 FOR THE TAX YEAR 2005 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."

**2. Transfer the Use of Condo Number 214 from the Clinchfield
Condominium Association to the Kingsport City Schools (AF: 141-2016)
(Chris McCartt)**

Motion/Second: Olterman/Mitchell, to pass:

Resolution No. 2016-199, A RESOLUTION TRANSFERRING THE USE OF CERTAIN REAL PROPERTY TO THE SCHOOL DEPARTMENT FOR ITS USE

Passed: All present voting "aye."

**3. Purchase Chromebooks for the 4th, 5th and 6th Grade Students
in the Kingsport City School System (AF: 156-2016) (Scott Pierce).**

Motion/Second: Mitchell/Duncan, to pass:

Resolution No. 2016-200, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR 1700 LENOVO N22 CHROME BOOKS FOR USE BY STUDENTS AT KINGSFORT CITY SCHOOLS

Passed: All present voting "aye."

**4. Execute Agreements with Various Agencies and Organizations
for Services in FY16-17 Benefiting the General Welfare of Kingsport Residents
(AF: 177-2016) (Jeff Fleming).**

Motion/Second: Parham/Duncan, to pass:

Resolution No. 2016-201, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2016-2017 BENEFITING THE GENERAL WELFARE OF KINGSFORT RESIDENTS

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Passed: All present voting "aye."

**5. Amend the Fee Resolution for FY17 Fees and Charges
Provided for in the City Code (AF: 170-2016) (Jeff Fleming).**

Motion/Second: Parham/Mitchell, to pass:

Resolution No. 2016-202, A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSFORT CODE OF ORDINANCES

Passed: All present voting "aye" except George voting "nay."

**6. Award the Sale of Three City-Owned Parcels Which Have Been
Declared Surplus Property (AF: 171-2016) (Jim Demming).**

Motion/Second: Olterman/McIntire, to pass:

Resolution No. 2016-203, A RESOLUTION APPROVING THE SALE FOR THREE PARCELS OF SURPLUS REAL PROPERTY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**7. Two Replacement School Vans from Auto World of Big Stone
Gap (AF: 155-2016) (Steve Hightower).**

Motion/Second: Duncan/George, to pass:

Resolution No. 2016-204, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF TWO SCHOOL VANS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS.

**1. Reappointment to the Kingsport Regional Planning
Commission (AF: 175-2016) (Mayor Clark).**

Motion/Second: Parham/Mitchell, to approve:

REAPPOINTMENT OF MR. JOHN MOODY TO SERVE ANOTHER FOUR-YEAR TERM ON THE **KINGSFORT REGIONAL PLANNING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2020.

Passed: All present voting "aye" except for George who abstained.

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

Motion/Second: Parham/George, to adopt:

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1. Apply for and Receive a Best Buy Foundation Community Grant, Teen Potential through Technology, for the Library (AF: 167-2016) (Morris Baker).

Pass:

Resolution No. 2016-205, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A BEST BUY FOUNDATION COMMUNITY GRANT, TEEN POTENTIAL THROUGH TECHNOLOGY FOR THE KINGSFORT PUBLIC LIBRARY

Passed: All present voting "aye."

2. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 169-2016) (Jim Demming).

Approve:

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

Passed: All present voting "aye."

3. Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Operation Expenses for FY16-17 (AF: 166-2016) (Chris McCartt).

Pass:

Resolution No. 2016-206, 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 2016-2017

Passed: All present voting "aye."

4. Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 165-2016) (Chris McCartt).

Pass:

Resolution No. 2016-207, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CAPITAL EXPENSES 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."

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VIII. COMMUNICATIONS.

- A. **CITY MANAGER.** Mr. Fleming stated there would be an opportunity for citizen input on the upcoming centennial celebration. He also commended the board for all attending the TML conference in Gatlinburg, stating there is no doubt that each one puts Kingsport first, even when there are four-three votes. Mr. Fleming thanked them for all that they do.

- B. **MAYOR AND BOARD MEMBERS.** Alderman Olterman stated it's been a six month battle and although he lost this one, it's time to get back up, move forward, and get our city in the best shape possible as elected officials. Alderman George stated she was proud of all the scholarship recipients and echoed Alderman Olterman's sentiments. Vice-Mayor McIntire commented on the upcoming Liberty Celebration and the 4th of July Parade. He also reaffirmed Alderman Olterman and Alderman George's remarks. Alderman Duncan stated his tie was signed by the downtown businesses, noting the Funfest store opens on Friday. He stated that although the board was divided earlier, they will all leave as friends. Alderman Mitchell stated last Friday was the first family bike ride with over 60 participants and restaurants providing discounts for healthy eating afterwards, noting the next ride would be July 29 at 6:00 pm. She repeated Alderman Duncan's sentiments, noting the friendships on the board were bigger than opinions. Alderman Parham echoed the remarks regarding the strength of the city and the diversity of the board. Mayor Clark thanked the board and the citizens for their due diligence in respect for the budget, noting he will now be focused on selling the concept of ONEKingsport to the public to create a better understanding with the hopes the momentum will pick up.

- C. **VISITORS.** Ms. Mary McNabb and Mr. Tim Sanders commented.

- D. **CITY RECORDER.** Acknowledgement of Reports on Debt Obligation for the Issuance of \$16,580,000 General Obligation Refunding Bond Series 2016A and \$13,360,000 General Obligation Refunding Bond Series 2016B.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 9:10 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Appropriate Funding from the Tennessee Arts Commission Arts Project Support Grant

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

Action Form No.: AF-178-2016
 Work Session: July 5, 2016
 First Reading: July 5, 2016

Final Adoption: July 19, 2016
 Staff Work By: Bonnie Macdonald
 Presentation By: Morris Baker

Recommendation:

Approve the Ordinance.

Executive Summary:

The City of Kingsport for the Office of Cultural Arts has been awarded \$6,150 for activities associated with a mural arts program in the City of Kingsport. This is a 1:1 matching grant and will be matched by general operating dollars. Activities proposed include a mural arts workshop with artists and arts educators, the creation of mural guidelines, identification of potential sites and execution of up to three murals.

Appropriation should be made to 110-4505-471.20-20

Attachments:

1. Ordinance

Funding source appropriate and funds are available: js

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

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, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$6,150 for activities associated with a mural arts program in the City of Kingsport. The grant requires a 1:1 match and the match is in the Cultural Arts operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
<u>Revenues:</u>	\$	\$	\$
110-0000-332-3200 TN. Arts Commission	0	6,150	6,150
Totals:	0	6,150	6,150
<u>Expenditures:</u>	\$	\$	\$
110-4505-471-2020 Professional Consultant	23,000	6,150	29,150
Totals:	23,000	6,150	29,150

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:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds

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

Action Form No.: AF-173-2016
 Work Session: June 20, 2016
 First Reading: June 21, 2016

Final Adoption: July 5, 2016
 Staff Work By: Robin DiMona
 Presentation By: Morris Baker

Recommendation:

Approve the ~~Resolution~~ and Ordinance for the Project Diabetes Grant.

Executive Summary:

The City of Kingsport was awarded a \$450,000 grant from the State of TN Department of Health for Project Diabetes. The intent of the project is to move the needle towards a Healthier Tennessee. Grant funding of \$150,000 per year will be distributed over a three year cycle with no match required. Funding will provide and improve infrastructure components to the oldest most centralized park named "Borden Park". By adding new infrastructure amenities to the park, and working alongside our many partners, we can provide fitness opportunities for "play" engaging all ages, and economic backgrounds, a diversity of physical fitness opportunities, education, and wellness programs. Infrastructure improvements will include a walking trail, fitness play areas, and water fountain refill stations. The City of Kingsport was one of twenty (20) projects awarded from more than 100 applicants.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available.

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



AGENDA ACTION FORM

Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds

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

Action Form No.: AF-173-2016
 Work Session: June 20, 2016
 First Reading: June 21, 2016

Final Adoption: July 5, 2016
 Staff Work By: Robin DiMona
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution and Ordinance for the Project Diabetes Grant.

Executive Summary:

The City of Kingsport was awarded a \$450,000 grant from the State of TN Department of Health for Project Diabetes. The intent of the project is to move the needle towards a Healthier Tennessee. Grant funding of \$150,000 per year will be distributed over a three year cycle with no match required. Funding will provide and improve infrastructure components to the oldest most centralized park named "Borden Park". By adding new infrastructure amenities to the park, and working alongside our many partners, we can provide fitness opportunities for "play" engaging all ages, and economic backgrounds, a diversity of physical fitness opportunities, education, and wellness programs. Infrastructure improvements will include a walking trail, fitness play areas, and water fountain refill stations. The City of Kingsport was one of twenty (20) projects awarded from more than 100 applicants.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: *js*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE A PROJECT DIABETES INITIATIVE SERVICES GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH

WHEREAS, the city has received a Project Diabetes Initiative grant from the State of Tennessee Department of Health; and

WHEREAS, the grant funds will provide and improve infrastructure components to Borden Park; and

WHEREAS, some of the infrastructure improvements will include a walking trail, fitness play areas, and water fountain refill stations

WHEREAS, the maximum amount of the grant award is \$450,000.00, funded at \$150,000.00 per year over three years, and requires no match;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive a Project Diabetes Initiative grant from the State of Tennessee Department of Health in the amount of \$450,000.00, and which will require no match.

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 grant agreement with State of Tennessee Department of Health 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 HEALTH AND
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of Project Diabetes Initiative Services, 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. Service Definitions.

a. The three (3) Grand Divisions of the State are the Eastern, Middle and Western, as defined by Tennessee Code Annotated § 4-1-201 through § 4-1-203.

b. Healthy foods are those food items recommended for increased use by the *Dietary Guidelines for Americans, 2015-2020*, published by the U.S. Departments of Agriculture and Health and Human Services and detailed at: <http://health.gov/dietaryguidelines/2015/guidelines/>

A.3. Service Goal. To reduce the incidence of overweight, obesity, pre-diabetes and/or diabetes in Tennessee.

A.4. Service Recipients. Those who are or who are at risk being overweight, obese, pre-diabetic or diabetic in Tennessee.

A.5. Service Description. The Grantee shall provide services, with measurable outcomes, as specified in its approved Project Diabetes Initiative proposal as set forth in Attachment 1 and incorporated herein by reference. The Grantee shall:

a. Incorporate, at a minimum, one (1) of two (2) strategies recommended by the Institute of Medicine (IOM) in its report *Accelerating Progress in Obesity Prevention: Solving the Weight of the Nation* into its program goals and objectives to reduce the level of obesity and the incidence of diabetes in its targeted population. Those strategies are:

(1) Make physical activity an integral and routine part of life; and

(2) Create food and beverage environments that ensure that healthy food and beverage options are the routine, easy choice.

b. Clearly define the methodology of the program and the evidence to support the method of intervention(s);

c. Provide a detailed timeline of the proposed activities, including responsible parties and dates;

d. Evaluate the implemented objective(s) and strategy (ies) using metrics defined and detailed in its approved Project Diabetes Initiative proposal;

e. Submit to the State a success story resulting from the project by the end of the Grant term. The Grantee shall submit to the State an original signed release form for any participant pictured and/or featured in its success story;

f. Participate annually in a one (1) day technical assistance meeting to be held in the Grantee's Grand Division of the State (in Knoxville, Nashville, or Jackson, as applicable).

The State shall provide the location for the one (1) day meeting; and

g. Annually provide, at a minimum, one (1) presentation of activities undertaken through this Grant. In this presentation, the Grantee shall provide information on effective methods used in its project. The State shall provide the location for the meeting.

A.6. Service Reporting. The Grantee shall submit quarterly progress reports, in a format provided by the State, no later than thirty (30) days following the end of each calendar quarter and will provide data from a menu of outcome metrics as provided by the State. The Grantee shall submit an annual report no later than July 31 of each year of the contract which evaluates in detail the health impact of its program strategies and outcomes.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's approved proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2016 ("Effective Date") and ending on June 30, 2019, ("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 Four Hundred Fifty Thousand Dollars (\$450,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 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 (Attachment 3) 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:

Joan Cook, MS, RD, Project Diabetes Division of Family Health and Wellness
Tennessee Department of Health Andrew Johnson Tower, 8th Floor 710 James Robertson Parkway
Nashville, TN 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: TN Department of Health/ Division of Family Health and Wellness.
- (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.

(4) An invoice under this Grant Contract shall be presented to the State within thirty

(30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and a final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).

a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. 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.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.

d. The Grantee must close out its accounting records at the end of the Term 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:

Joan Cook, MS, RD, Project Diabetes Division of Family Health and Wellness
Tennessee Department of Health Andrew Johnson Tower, 8th Floor 710 James Robertson Parkway
Nashville, TN 37243

Email Address: Joan.Cook@tn.gov Telephone #: (615) 253-8745

FAX #: (615) 532-7189

The Grantee:

John Clark, Mayor City of Kingsport
225 West Center Street Kingsport, TN 37660-4285

Email Address: JohnClark@Knigsporttn.gov Telephone: (423) 229-9419

FAX: (423) 229-9350

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 5 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 6.

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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record

searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as

part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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 or disqualified.

E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. 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.6. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

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

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

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

ADOPTED this the 21st day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL
PROJECT FUND BUDGET BY APPROPRIATING
GRANT FUNDS RECEIVED FROM THE
TENNESSEE DEPARTMENT OF HEALTH FOR THE
YEAR ENDING JUNE 30, 2016; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating grant funds received from the Tennessee Department of Health in the amount of \$450,000 to the Project Diabetes (GP1700). The grant funds will be distributed over a three year period and does not require a local match.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Project Diabetes (GP1700)			
<u>Revenues:</u>	\$	\$	\$
311-0000-332-8700 TN. Dept. of Health	0	450,000	450,000
Totals:	0	450,000	450,000
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-3020 Operating Supplies & Tools	0	13,000	13,000
311-0000-601-9003 Improvements	0	437,000	437,000
Totals:	0	450,000	450,000

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:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amend Chapter 86 Solid Waste in Code of Ordinances

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

Action Form No.: AF-172-2016
 Work Session: June 20, 2016
 First Reading: June 21, 2016

Final Adoption: July 5, 2016
 Staff Work By: Ryan McReynolds
 Presentation By: Michael Thompson

Recommendation:

Approve the Ordinance.

Executive Summary:

The attached ordinance amends the Code of Ordinances to provide for the establishment, by resolution, of fees for garbage and trash service, landfill fees and any permit fees applicable to any activity under the provisions of chapter 86 of the code pertaining to solid waste.

Attachments:

1. Ordinance

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



AGENDA ACTION FORM

Amend Chapter 86 Solid Waste in Code of Ordinances

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

Action Form No.: AF-172-2016
 Work Session: June 20, 2016
 First Reading: June 21, 2016

Final Adoption: July 5, 2016
 Staff Work By: Ryan McReynolds
 Presentation By: Michael Thompson

Recommendation:

Approve the Ordinance.

Executive Summary:

The attached ordinance amends the Code of Ordinances to provide for the establishment, by resolution, of fees for garbage and trash service, landfill fees and any permit fees applicable to any activity under the provisions of chapter 86 of the code pertaining to solid waste.

Attachments:

1. Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY ADDING A SECTION TO CHAPTER 86, ARTICLE I, AUTHORIZING THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH FEES FOR GARBAGE, TRASH SERVICE AND LANDFILL FEES BY RESOLUTION; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding a section, to be numbered 86-6, which section reads as follows:

Sec. 86-6. Fees.

The board of mayor and aldermen may from time to time establish by resolution all garbage, trash services, landfill fees and any permit fees applicable to any activity under the provisions of this chapter of the code.

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

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

Budget Cleanup Ordinance for FY16

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

Action Form No.: AF-174-2016
 Work Session: June 20, 2016
 First Reading: June 21, 2016

Final Adoption: July 5, 2016
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance will close old projects by transferring \$38,250 to FTA397 to purchases buses for Transit, by transferring \$115,547 to the new Transit Center project and close FTA 368.

Funds will be transferred from the Water Pump Station Generator project (WA1201) in the amount of \$102,785 to the Water SCADA Improvements project and close project WA1201.

Funds in the amount of \$228,768 will be transferred from the Motor Control Replace project (SW1506) to the WWTP Improvements project (SW1700) and close SW1506.

This ordinance will appropriate \$25,000 from concession revenue to the Parks and Recreation Athletic Division to purchase supplies for concessions.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Budget Cleanup Ordinance for FY16

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

Action Form No.: AF-174-2016
 Work Session: June 20, 2016
 First Reading: June 21, 2016

Final Adoption: July 5, 2016
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance will close old projects by transferring \$38,250 to FTA397 to purchase buses for Transit, by transferring \$115,547 to the new Transit Center project and close FTA 368.


Funds will be transferred from the Water Pump Station Generator project (WA1201) in the amount of \$102,785 to the Water SCADA Improvements project and close project WA1201.

Funds in the amount of \$228,768 will be transferred from the Motor Control Replace project (SW1506) to the WWTP Improvements project (SW1700) and close SW1506.

This ordinance will appropriate \$25,000 from concession revenue to the Parks and Recreation Athletic Division to purchase supplies for concessions.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by appropriating \$25,000 from concession receipts revenue to the Parks and Recreation Athletics Division to purchase supplies for concessions.

SECTION II. That the Water Project Fund budgets be amended by transferring \$70,000 from the Water Fund operating budget to the Waterline Improvements project (WA1507) and by transferring \$102,785 from the Water Pump Station Generator project (WA1201) to the Water SCADA Improvements project (WA1700).

SECTION III. That the Sewer Project Fund budget be amended by transferring \$228,768 from the Motor Control Center Replace project (SW1506) to the WWTP Improvements project (SW1700).

SECTION IV. That the Urban Mass Transit Project Fund budgets be amended by transferring \$38,250 to FTA397 for the local match to purchase buses and by transferring \$115,547 to FTA162 to the Transit Center project from TN-90-X368 Grant FY14 (FTA368).

<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>	\$	\$	\$
110-0000-341-1060 Concession Receipts	155,000	25,000	180,000
<i>Totals:</i>	155,000	25,000	180,000
<u>Expenditures:</u>	\$	\$	\$
110-4504-471-3190 Food & Supply Purchases	105,500	25,000	130,500
<i>Totals:</i>	105,500	25,000	130,500
<u>Fund 123: Urban Mass Transit Asst. Fund</u>			
<u>TN-90-X368 Grant FY14 (FTA368)</u>			
<u>Revenues:</u>	\$	\$	\$
123-0000-331-2000 Fed Rev/UMTA Sect 9	675,250	0	675,250
123-0000-332-9000 Dept. of Transportation	321,125	153,819	474,944
123-0000-365-2009 Bus Fares	50,000	13,109	63,109
123-0000-365-2100 ADA Paratransit	30,000	(3,153)	26,847
123-0000-368-1500 Rental of Land & Building	49,000	0	49,000
123-0000-368-9900 Miscellaneous	0	8,675	8,675
123-0000-391-0100 From General Fund	321,125	(153,797)	167,328
<i>Totals:</i>	1,446,500	18,653	1,465,153

Expenditures:	\$	\$	\$
123-5901-602-1010 Salaries & Wages	675,000	22,538	697,538
123-5901-602-1011 Overtime	15,000	12,976	27,976
123-5901-602-1020 Social Security	50,000	(163)	49,837
123-5901-602-1030 Group Health Ins.	90,000	(17,238)	72,762
123-5901-602-1040 Retirement	80,000	(6,691)	73,309
123-5901-602-1050 Life Insurance	2,000	(136)	1,864
123-5901-602-1052 Long Term Disability	2,000	(1,519)	481
123-5901-602-1060 Workmen's Comp	20,000	2,330	22,330
123-5901-602-1061 Unemployment	1,000	212	1,212
123-5901-602-2010 Advertising & Publication	5,000	625	5,625
123-5901-602-2011 Printing & Binding	12,000	(5,102)	6,898
123-5901-602-2020 Professional Consultant	20,000	(20,000)	0
123-5901-602-2021 Accounting & Auditing	5,000	(3,800)	1,200
123-5901-602-2030 Electric Service	10,000	(3,321)	6,679
123-5901-602-2033 Water & Sewer Service	2,000	(222)	1,778
123-5901-602-2034 Telephone	10,000	(2,839)	7,161
123-5901-602-2036 Natural Gas	5,000	(2,630)	2,370
123-5901-602-2040 Travel Exp	8,000	5,066	13,066
123-5901-602-2041 Registration Fees/Tuition	2,500	2,795	5,295
123-5901-602-2042 Personal Vehicle Reimburse.	300	(300)	0
123-5901-602-2043 Dues & Membership	8,000	(2,003)	5,997
123-5901-602-2044 Literature/Subscriptions	2,000	(1,427)	573
123-5901-602-2045 Training	3,000	(3,000)	0
123-5901-602-2052 Medical Services	2,000	(692)	1,308
123-5901-602-2054 Machinery/Equip Rental	5,000	(1,556)	3,444
123-5901-602-2055 Repairs & Maintenance	15,000	(6,271)	8,729
123-5901-602-2056 Repair & Maint- Vehicles	210,000	22,442	232,442
123-5901-602-2069 Storm Water Fee	200	0	200
123-0000-602-2075 Temporary Employees	10,000	3,853	13,853
123-0000-602-2099 Miscellaneous Exp.	45,000	19,145	64,145
123-5901-602-3010 Office Expense	6,000	6,853	12,853
123-5901-602-3011 Postage	1,000	(451)	549
123-5901-602-3012 Food	1,500	(465)	1,035
123-5901-602-3020 Operating Supplies & Tools	35,000	19,245	54,245
123-5901-602-3022 Maintenance Supplies	6,000	(2,591)	3,409
123-5901-602-3026 Sign Parts & Supplies	5,000	(5,000)	0
123-5901-602-3029 Clothing & Uniforms	13,000	(5,880)	7,120
123-5901-602-3044 Motor Pool Charges	1,000	(1,000)	0
123-5901-602-5010 Insurance/Buildings	4,000	(4,000)	0
123-5901-602-5026 Vehicle Ins. Chgd by Fleet	4,000	(1,130)	2,870
123-5901-602-9006 Purchases Over \$5,000	55,000	0	55,000
Totals:	1,446,500	18,653	1,465,153

Fund 123: Urban Mass Transit Asst. Fund**TN-90-X397 Grant (FTA397)****Revenues:**

	\$	\$	\$
123-0000-331-2000 Fed Rev/UMTA Sect 9	0	373,500	373,500
123-0000-332-9000 Dept. of Transportation	0	38,250	38,250
123-0000-391-0100 From General Fund	0	38,250	38,250
Totals:	0	450,000	450,000

Expenditures:

	\$	\$	\$
123-5901-602-9006 Purchases Over \$5,000	0	450,000	450,000
Totals:	0	450,000	450,000

Fund 123: Urban Mass Transit Asst. Fund**TN-5097-2016-2 (FTA162)****Revenues:**

	\$	\$	\$
123-0000-391-0100 From General Fund	0	115,547	115,547
Totals:	0	115,547	115,547

Expenditures:

	\$	\$	\$
123-0000-602-2023 Arch/Eng/Landscaping	0	115,547	115,547
Totals:	0	115,547	115,547

Fund 411: Water Fund**Expenditures:**

	\$	\$	\$
411-5004-501-1019 Request for New Positions	41,000	(41,000)	0
411-5004-501-2020 Professional Consultant	193,582	(29,000)	164,582
411-6996-696-7601 Water Project Fund	1,230,000	70,000	1,300,000
Totals:	1,464,582	0	1,464,582

Fund 451: Water Project Fund**Waterline Improvements(WA1507)****Revenues:**

	\$	\$	\$
451-0000-391-4500 From Water Fund	1,182,757	70,000	1,252,757
Totals:	1,182,757	70,000	1,252,757

Expenditures:

451-0000-605-9021 New Dist. Lines	30,000	(12,500)	17,500
451-0000-605-9022 Hydrants	80,000	(22,000)	58,000
451-0000-605-9023 New Meters	290,151	55,000	345,151
451-0000-605-9024 Replacement Meters	100,000	(3,500)	96,500
451-0000-605-9025 Replacement Dist. Lines	682,606	53,000	735,606

Totals:

1,182,757	70,000	1,252,757
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Fund 451: Water Project Fund**WA Pump Station Generator (WA1201)****Revenues:**

451-0000-391-0527 Series 2012C GO Pub Imp
451-0000-391-4500 From Water Fund

Totals:

\$	\$	\$
200,000	0	200,000
450,000	(102,785)	347,215
650,000	(102,785)	547,215

ncExpenditures:

451-0000-605-9006 Purchases Over \$5,000

Totals:

650,000	(102,785)	547,215
650,000	(102,785)	547,215

Fund 451: Water Project Fund**Water SCADA Improvements (WA1700)****Revenues:**

451-0000-391-4500 From Water Fund

Totals:

\$	\$	\$
0	102,785	102,785
0	102,785	102,785

Expenditures:

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

Totals:

\$	\$	\$
0	97,785	97,785
0	5,000	5,000
0	102,785	102,785

Fund 452: Sewer Fund**Motor Control Ctr Replace (SW1506)****Revenues:**

452-0000-391-0531 Series 2014B GO Bonds

Totals:

\$	\$	\$
471,000	(228,768)	242,232
471,000	(228,768)	242,232

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9003 Improvements

Totals:

\$	\$	\$
30,000	(30,000)	0
441,000	(198,768)	242,232
471,000	(228,768)	242,232

Fund 452: Sewer Fund**WWTP Improvements (SW1700)****Revenues:**

452-0000-391-0531 Series 2014B GO Bonds

Totals:

\$	\$	\$
0	228,768	228,768
0	228,768	228,768

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9003 Improvements

Totals:

\$	\$	\$
0	7,000	7,000
0	221,768	221,768
0	228,768	228,768

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

ATTEST:

JOHN CLARK, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Enter into a Professional Services Agreement with Barge Waggoner Sumner & Cannon, Inc. (BWSC) for Roadway Condition Assessment

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

Action Form No.: AF-181-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In our efforts of providing and maintaining safe drivable roadways, we request entering into an agreement with BWSC for a roadway condition assessment. This assessment includes data collection for City maintained roads; data extraction of pavement condition; and type/location/condition of curbing, curb inlets, sidewalks, and ADA ramps. A final pavement asset condition report will be developed highlighting findings from the pavement condition rating of our roadway network. This report will assist the City to focus resources to appropriate areas.

The associated fee in the amount of \$270,000.00 for the roadway condition assessment is available and identified in the approved FY17 CIP project.

Attachments:

1. Resolution
2. BWSC Proposal (4 pages)

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE WAGGONER SUMNER & CANNON, INC., FOR ROADWAY CONDITION ASSESSMENT 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 has been making efforts to provide and maintain safe drivable roadways; and

WHEREAS, in an effort to continue that effort, staff requests entering into a professional services agreement with Barge Waggoner, Sumner & Cannon, Inc. (BWSC) for a roadway condition assessment; and

WHEREAS, the assessment includes data collection for city maintained roads; data extraction of pavement condition; and type/location/condition of curbing, curb inlets, sidewalks, and ADA ramps, and will include a final pavement asset condition report which will assist the city to focus resources to appropriate areas; and

WHEREAS, the cost for the assessment is \$270,000.00 and identified in the approved FY17 CIP project.

Now therefore,

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

SECTION I. That a professional services agreement with Barge Waggoner, Sumner & Cannon, Inc. (BWSC) for a roadway condition assessment, 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. (BWSC) for a roadway condition assessment 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 scope of work for the professional services agreement being as follows:

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Time of Performance
- V. Owner's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

The City of Kingsport requested a Scope of Work and fee to perform a roadway condition assessment, feature extraction, and final pavement condition assessment report from the BWSC/DTS team. Specifically, the BWSC/DTS team will perform data collection of the 413 centerline miles. DTS will collect data by driving each direction of the City maintained roads identified by the City via the GIS centerline file. For multi-lane roads, DTS will drive in the right-most lane for each

direction. Curbing, Sidewalks, ADA Ramps and a pavement condition rating will be extracted from the data collected.

A final pavement asset condition report will be developed and delivered for budgeting efforts in relation to the roadway network of Kingsport. This report will highlight findings from the pavement condition rating as well as a section that will help the City focus resources by matching maintenance budget with areas of concern. The report will also discuss resources needed to obtain a specific level of service.

During the mobile data collection process, DTS will capture imagery that will allow our team to use for feature extraction. Features that can be extracted from the imagery (location and condition) are City assets that can be "seen" from the photos. Items such as pavement striping, sidewalks, curbs, inlets, street signs, traffic signals, utility poles, manholes, etc. can be digitized from the imagery to develop a GIS database. For this project, other than a pavement condition rating, our team will extract Curbs, Curb Inlets, Sidewalks, and ADA Ramps that are visible in the imagery.

Our team will utilize the ASTM D6433-11 'Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys' manual for digitizing pavement distress points, lines, and polygons (vectors) on downward black and white line scan pavement.

II. Scope of Services

Barge Waggoner Sumner & Cannon, Inc. (BWSC) and Data Transfer Solutions (DTS) propose the following Scope of Services.

- A. Data Collection
 - a. Verify City Street Network
 - b. Project Mobilization
 - c. Mobile Data Collection
- B. Data Extraction
 - a. Pavement Condition Rating
 - b. Curbing - type, location, and condition
 - c. Curb Inlets - type, location, and condition
 - d. Sidewalks - type, location, and condition
 - e. ADA Ramps - type, location, condition
- C. GIS Delivery and Metadata Documentation/Report
 - a. GIS Data Review
 - b. GIS Delivery and Metadata Documentation for Pavement Condition Rating, Curbing, Curb Inlets, Sidewalks, and ADA Ramps.
 - c. Pavement Asset Condition Report
- D. Master Planning
 - a. Master Planning Consulting to include:
 - 1. Meet with City of Kingsport officials to obtain current annual roadway maintenance and capital improvement budgets, anticipated annual roadway maintenance and capital budgets, an understanding of current "in house" maintenance capabilities, and priorities and desired levels of service for roadway conditions.
 - 2. Develop a list of roadways (by roadway type and pavement condition rating) requiring pavement maintenance based on the PCR results and develop an "order of magnitude" quantity for each maintenance type (patching, restriping, milling and overlay, crack sealing, etc.)
 - 3. Develop a total gross Opinion of Cost to perform the maintenance identified in the PCR results list
 - 4. Develop a draft program for performing the maintenance identified in Item 3 over a 5 year planning horizon based on the desired level of service and anticipated budget limits. Develop up to three (3) iterations of scenarios to help the City refine their desired level of service.
 - 5. Meet with City officials to review the draft 5 year schedule with estimated budget requirements to perform the desired level of maintenance and obtain comments regarding the program.
 - 6. Prepare a PCR report documenting the assessment activities with the recommended 5 year implementation plan with schedule and budget to improve pavement conditions based on the results of the study.

III. Assumptions

- A. The estimated 413 centerline miles are accurate
- B. The City will provide a GIS file of all City-maintained roads.
- C. Only features that are visible during data collection will be extracted and assessed for condition.

IV. Time of Performance

Mobilization and Data Collection is dependent on the availability and physical location of the data collection vehicle. At the time this scope of services is written, a data collection vehicle will be available for this project in mid-2016. BWSC/DTC is prepared to start the project sooner if a data collection vehicle becomes available. Data collection is anticipated to require 4 weeks subject to

weather conditions. The final report will be available for draft review no later than 8 weeks after data collection has been completed and the pavement condition rating has been established.

V. Owner's Responsibilities

BWSC/DTS 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 Owner and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Owner will provide current GIS data for the road network in a readily accessible electronic format.

B. Owner to provide roadway maintenance capabilities and roadway improvement budgets for City operations.

VI. Deliverables

The following is a list of deliverables that will be produced as part of this effort.

A. A geodatabase of Pavement Condition Ratings (PCR), curbs, sidewalks, and ADA ramps with attributes describing the type (Surface Type (Asphalt/Concrete), Mountable Curb, Square Curb) and Visual Condition Assessment (Good, Fair, Poor) that is compatible with the current ArcGIS version

B. Pavement Condition Report - the report will highlight the major pavement distresses found in the field and the recommended treatment cycles for a 5-year planning horizon.

C. Proposed 5-Year Capital Improvement Program for pavement maintenance activities.

VII. Compensation

BWSC/DTS will perform Phases A, B and C in the Scope of Services and will produce Deliverables A and B for an estimated fee of \$235,000. BWSC will perform Phase D in the Scope of Services on an hourly basis and will produce Deliverable C for an estimated fee of \$35,000 (based on 160 hours).

A cost breakdown is as follows:

Data Collection and GIS Data Extraction	\$180,000 (lump sum)
GIS Data Delivery and Documentation and	
Pavement Condition Report	\$55,000 (lump sum)
Capital Improvement Plan (based on 160 hours)	\$35,000 (hourly)

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

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

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

ADOPTED this the 5th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

The scope of work is presented in the following elements.

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- a. Pavement Condition Rating
- b. Curbing – type, location, and condition
Curb Inlets – type, location, and condition
- c. Sidewalks – type, location, and condition
- d. ADA Ramps – type, location, condition

C. GIS Delivery and Metadata Documentation/Report

- a. GIS Data Review
- b. GIS Delivery and Metadata Documentation for Pavement Condition Rating, Curbing, Curb Inlets, Sidewalks, and ADA Ramps.
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- a. Master Planning Consulting to include:
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 - 4. Develop a draft program for performing the maintenance identified in Item 3 over a 5 year planning horizon based on the desired level of service and anticipated budget limits. Develop

up to three (3) iterations of scenarios to help the City refine their desired level of service.

5. Meet with City officials to review the draft 5 year schedule with estimated budget requirements to perform the desired level of maintenance and obtain comments regarding the program.
6. Prepare a PCR report documenting the assessment activities with the recommended 5 year implementation plan with schedule and budget to improve pavement conditions based on the results of the study.

III. Assumptions

- A. The estimated 413 centerline miles are accurate
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IV. Time of Performance

Mobilization and Data Collection is dependent on the availability and physical location of the data collection vehicle. At the time this scope of services is written, a data collection vehicle will be available for this project in mid-2016. BWSC/DTC is prepared to start the project sooner if a data collection vehicle becomes available. Data collection is anticipated to require 4 weeks subject to weather conditions. The final report will be available for draft review no later than 8 weeks after data collection has been completed and the pavement condition rating has been established.

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BWSC/DTS 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 Owner and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Owner will provide current GIS data for the road network in a readily accessible electronic format.
- B. Owner to provide roadway maintenance capabilities and roadway improvement budgets for City operations.

VI. Deliverables

The following is a list of deliverables that will be produced as part of this effort.

- A. A geodatabase of Pavement Condition Ratings (PCR), curbs, sidewalks, and ADA ramps with attributes describing the type (Surface Type (Asphalt/Concrete),

- Mountable Curb, Square Curb) and Visual Condition Assessment (Good, Fair, Poor) that is compatible with the current ArcGIS version
- B. Pavement Condition Report – the report will highlight the major pavement distresses found in the field and the recommended treatment cycles for a 5-year planning horizon.
 - C. Proposed 5-Year Capital Improvement Program for pavement maintenance activities.

VII. Compensation

BWSC/DTS will perform Phases A, B and C in the Scope of Services and will produce Deliverables A and B for an estimated fee of \$235,000. BWSC will perform Phase D in the Scope of Services on an hourly basis and will produce Deliverable C for an estimated fee of \$35,000 (based on 160 hours).

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Data Collection and GIS Data Extraction	\$180,000 (lump sum)
GIS Data Delivery and Documentation and Pavement Condition Report	\$55,000 (lump sum)
Capital Improvement Plan (based on 160 hours)	\$35,000 (hourly)



AGENDA ACTION FORM

Agreement with KHRA to Rehabilitate 378 of Its Public Housing Units and New Construction of Its Lee Apartments

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

Action Form No.: AF-162-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: Tully/Fleming
 Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

KHRA has adopted a redevelopment plan to rehabilitate and convert 378 of its public housing units at Frank L Cloud Homes, Tiffany Court Apartments, Dogwood Terrace, Holly Hills Apartments, the recently acquired Charlemont Apartments, and the new construction of approximately 51 units in the City as replacement units for Lee Apartment, all located in the city.

To assist in paying for the redevelopment plan KHRA has requested that the city donate up to two hundred twenty-four thousand six hundred seventy-two and NO/100 (\$224,672) dollars per year for twenty years, as needed, once the funding for the Low Income Housing Tax Credit application is approved, and the redevelopment plan is completed. The KHRA board approved the tax credit application subject to the donation from the city. The total donation over twenty years will be up to four million four hundred ninety-three thousand four hundred forty and 00/100 (\$4,493,440) dollars.

The attached resolution includes a draft of the agreement between the city and KHRA.

Attachments:

1. Resolution

Funding source appropriate and funds are available: 

	Y	N	For
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A DONATION TO THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY FOR ITS THE REDEVELOPMENT PLAN TO REHABILITATE AND CONVERT 378 OF ITS PUBLIC HOUSING UNITS AT FRANK L. CLOUD HOMES, TIFFANY COURT APARTMENTS, DOGWOOD TERRACE, HOLLY HILLS APARTMENTS, THE RECENTLY ACQUIRED CHARLEMONT APARTMENTS, AND THE NEW CONSTRUCTION OF APPROXIMATELY 51 UNITS AS REPLACEMENT UNITS FOR LEE APARTMENTS ALL IN THE CITY OF KINGSPORT

WHEREAS, KHRA held a public meeting on May 25, 2016, to consider a redevelopment plan to rehabilitate and convert 378 of its public housing units at Frank L. Cloud Homes, Tiffany Court Apartments, Dogwood Terrace, Holly Hills Apartments, the recently acquired Charlemont Apartments, and the new construction of approximately 51 units as replacement units for Lee Apartments, all located in the city. ("the Project"); and

WHEREAS, KHRA approved a resolution approving the Project and authorizing an application for Low Income Housing Tax Credit in support of financing most of the Project; and

WHEREAS, KHRA has requested that the city donate up to two hundred twenty-four thousand six hundred seventy-two and NO/100 (\$224,672.00) dollars per year for twenty years, as needed, once the funding for the Low Income Housing Tax Credit application is approved, and the redevelopment plan is completed; and

WHEREAS, pursuant to T.C.A. § 13-20-417 the city is authorized to lend or donate money to KHRA or agree to take such action; and

WHEREAS, an agreement between the city and KHRA is needed for the donation.

Now therefore,

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

SECTION I. That the board authorizes a donation of up to two hundred twenty-four thousand six hundred seventy-two and 00/100 dollars (\$224,672.00) per year for twenty years, as needed, to the Kingsport Housing and Redevelopment Authority of Kingsport, Tennessee (KHRA), as set out in the Agreement between the city and KHRA for implementation of the Project.

SECTION II. That the Agreement, as generally set out below, by and between the city and KHRA 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 Contribution Agreement 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 in a form generally as follows:

AGREEMENT

THIS AGREEMENT, dated as of _____, 2016, is made by and between THE CITY OF KINGSPORT, TENNESSEE ("City"), a municipal corporation of the State of Tennessee and THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY ("KHRA"), a corporation organized under T.C.A. §13-20-101 et seq.

RECITALS:

A. KHRA has adopted a redevelopment plan to rehabilitate and convert 378 of its public housing units at Frank L. Cloud Homes, Tiffany Court Apartments, Dogwood Terrace, Holly Hills Apartments, the recently acquired Charlemont Apartments, and the new construction of approximately 51 units as replacement units for Lee Apartments ("the Project"), all located in the City.

B. KHRA approved an application for Low Income Housing Tax Credits to be filed by a new entity to be formed by KHRA in support of financing such renovation and reconstruction of the Project.

C. KHRA has requested that the City donate up to two hundred twenty-four thousand six hundred seventy-two and 00/100 dollars (\$224,672.00), per year for twenty years, as needed, once the funding for the Low Income Housing Tax Credit application is approved and the redevelopment plan is completed.

D. KHRA is a housing and redevelopment authority formed by the City pursuant to T.C.A. §13-20-101 et seq., and, as such, is eligible to receive donations from the City.

E. Pursuant to T.C.A. §13-20-417 the City is authorized lend or donate money to KHRA or to agree to take such action.

F. KHRA is relying on the City's funding commitment herein as an essential element of the Project's financing.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of the mutual covenants and undertakings of the parties set forth below, the City and KHRA agree as follows:

1. KHRA, or an entity formed by KHRA will apply for Low Income Housing Tax Credits in support of financing of the Project, as more fully described in the approved redevelopment plan mentioned in Recital A hereinabove.

2. To support the application for Low Income Housing Tax Credit for the Project, if the application for Low Income Housing Tax Credit with an approximate total value of \$18,000,000.00 is approved KHRA will proceed with the Project, and the City agrees to donate to KHRA the sum of two hundred twenty-four thousand six hundred seventy-two and 00/100 dollars (\$224,672.00) on January 30, 2018, and each year thereafter on the same date for up to nineteen additional years, as needed, to be used in support of the Project. The parties agree the amount of the donation will be no greater than the amount needed to complete the Project or the total amount of four million four hundred ninety-three thousand four hundred forty and NO/100 (\$4,493,440.00) dollars, whichever is less.

3. KHRA will return any funds donated by City that are not used for the Project.

4. This Agreement will terminate upon the denial of application the Low Income Housing Tax Credit, the fulfillment of the donation by the City, or as otherwise mutually agreed to in writing by the parties.

5. This Agreement may be amended by a written agreement executed by both parties.

6. No member, director, officer, commissioner, elected representative, or employee, past, present or future, of the City or KHRA or any successor body, shall have any personal liability for the performance of any obligations of the City or KHRA this Agreement.

7. This Agreement is made as a Tennessee contract and shall be construed and applied according to the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first above written.

[Acknowledgements Deleted for Inclusion in Resolution]

SECTION IV. 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 V. That the board recognizes that one or more agreements may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements as

needed to effectuate the purpose of this resolution, as determined by the mayor in consultation with the city attorney, and the board authorizes the mayor to execute such agreements.

SECTION VI. That the board finds that the expenditure of any funds pursuant to this resolution is for a public purpose, and is in the public interest and will promote the health, safety and prosperity of the citizens of the city.

SECTION VII. That to carry out the intent of this resolution the board will establish by ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets and the city manager is directed to authorize and establish such project account(s), when and as needed.

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Amending the CDM Smith Contract to Include Additional Professional Services for Engineering During Construction and Resident Project Inspection to Match Actual Construction Duration

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

Action Form No.: AF-179-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation: Approve Resolution.

Executive Summary:

On April 16, 2013 the Mayor executed an agreement in the amount of \$924,516 for design of the Raw Water Transmission and Pump Station Improvements project with CDM Smith. The agreement was amended on October 21, 2014 to include bidding services, resident project inspection and general services during construction.

The October amendment established baseline assumptions for construction duration and RPR service duration for geotechnical engineer inspection of the tunnel and inspection of the pump station. At the request of the prospective bidding contractors, the construction duration was extended from 18 months to 20 months. In addition, the submitted Contractor's baseline schedule included a tunnel construction duration significantly longer than the baseline geotechnical inspection assumed in the October amendment.

This amendment request provides scope and budget adjustments for the following: Engineering services for redesign of the intake structure as a result of changes subsurface conditions (\$10,000); Two months of general services during construction to extend CDM Smith's period of service to match the adjusted 20-month construction duration (\$35,667); Geotechnical engineer RPR services to match the Contractor's actual tunnel construction duration (\$109,045). Total amendment request is \$154,712 and SRF funds are available for this purpose in WA1504..

Original Contract Amount	\$924,516
Contract Amendment 1	\$881,220
Contract Amendment 2	\$154,712
Current Contract Amount	\$1,960,448

Attachments:

1. Resolution
2. CDM Smith Proposal

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., TO INCLUDE RESIDENT PROJECT REPRESENTATION AND ENGINEERING DURING CONSTRUCTION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in April of 2013, the board approved a resolution authorizing the mayor to sign an agreement with CDM Smith, Inc. for the design for raw water transmission and intake improvements for the water treatment plant in an amount not to exceed \$924,516.00; and

WHEREAS, in October, 2014, the agreement was amended to include bidding services, resident project and general services during construction in an amount not to exceed \$881,220.00; and

WHEREAS, at this time, staff requests a second amendment to the original agreement which includes engineering services for redesign of the intake structure; two months of general services during construction to extend CDM Smith's period of service to match the adjusted 20-month construction duration; geotechnical engineer RPR services to match the contractor's actual tunnel construction duration; and

WHEREAS, the amendment to the agreement request is \$154,712 and SRF funds are available for this purpose.

Now therefore,

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

SECTION I. That a second amendment to the agreement with CDM Smith, Inc. improvements for the water treatment plant is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a second amendment to the agreement CDM Smith, Inc. for the improvements for the water treatment plant and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 5th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865 963-4300
fax: 865 963-4301

June 14, 2016

Ms. Niki Ensor, P.E.
Water/Wastewater Facilities Manager
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Raw Water Intake and Transmission Improvements – Amendment for
Additional Professional Services for Engineering Services During Construction
and Resident Project Representation

Dear Niki:

Background

The City of Kingsport (City) owns and operates the City of Kingsport Water Treatment Plant (WTP). The raw water pumping system, consisting of pumps, power supply, raw water piping and appurtenant facilities has been determined through several engineering studies to require upgrades in order to improve system reliability and renewed service life. In May 2013, the City authorized CDM Smith Inc. (CDM Smith) to provide design engineering and permitting services for the required upgrades. In October 2014, the City authorized CDM Smith to provide the following additional services:

- Task 3 – Funding Assistance
- Task 4 – Bidding Assistance Services
- Task 5 – General Services (GS) During Construction
- Task 6 – Resident Project Representative (RPR) Services

The October 2014 authorization established the baseline assumptions for construction duration and RPR service durations for geotechnical engineer inspection of tunnel construction and RPR inspection of pump station construction. During the bid phase of the project, the construction contract duration was extended from 18 months to 20 months based on prospective bidder requests. In addition, the submitted Contractor's baseline schedule included a tunnel construction duration significantly longer than the baseline duration for geotechnical engineer inspection services assumed in the October 2014 authorization. This amendment request provides scope and budget adjustments for the following project changed conditions:

- Additional design services during construction for redesign of the intake structure as a result of changed subsurface conditions.





Ms. Niki Ensor, P.E.

June 14, 2016

Page 2

- Additional two months of General Services (GS) During Construction to extend CDM Smith's period of service from the original authorization baseline of 18 months to match the adjusted 20-month construction contract duration.
- Additional geotechnical engineer RPR services to match the Contractor's anticipated, actual tunnel construction duration.

Scope of Services

Modify the currently authorized scope of services as follows:

1. Delete the current authorization Task 5 – General Services (GS) During Construction, paragraph 1, and replace with the following:

"The ENGINEER shall provide engineering services during the construction phase. This Agreement includes provision of construction services for up to 20 months beginning from the construction contract Notice-to-Proceed (NTP) date and ending at Final Construction Completion. ENGINEER shall receive additional compensation for any additional construction services required due to an increase in this construction period duration (via further amendment of the Agreement). Construction Phase Services to be provided by the ENGINEER are as follows."

2. Insert new Task 5.14 as follows:

"Task 5.14: Redesign of the Intake Structure – Despite efforts to identify subsurface conditions during the design phase through the collection and analysis of geotechnical borings in the vicinity of the new intake structure, unforeseen subsurface conditions and the encountered rock profile have resulted in the requirement to redesign the new intake structure. CDM Smith shall redesign the new intake structure to be constructed within the tunnel shaft excavation using cast-in-place foundation, walls, and top slab to replace the original design of a superstructure with a foundation ring supported on rock outside of the tunnel shaft excavation."

3. Delete the current authorization RPR baseline of services and replace with the following:

"The Task 6 cost is based on the assumption that the construction period will be for 20 months. During this period it is assumed that a geotechnical engineering will observe tunnel construction for a period of 47 weeks at an average of 50 hours per week. In



Ms. Niki Ensor, P.E.

June 14, 2016

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addition, a resident project representative will observe pump station and other related work over a 12-month period, averaging 40 hours per week.”

Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:

Task Description	Current Authorized Completion Date	Amended Completion Date
Task 1 – Preliminary and Final Design	September 15, 2014	December 31, 2014
Task 2 – Permitting	October 30, 2014	June 1, 2015
Task 3 – Funding Assistance	August 31, 2016	May 6, 2017
Task 4 – Bidding Assistance Services	November 30, 2014	June 1, 2015
Task 5 – General Services (GS) During Construction	August 31, 2016	May 6, 2017 (June 2, 2017 for Record Drawings)
Task 6 – Resident Project Representative (RPR) Services	August 31, 2016	May 6, 2017

Payment and Compensation

The City of Kingsport shall compensate the Engineer for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice. This Amendment increases the original Agreement lump sum upper limit amount of \$1,805,736 by \$154,712, for a revised lump sum upper limit of \$1,960,448. The project total upper limit shall not exceed \$1,960,448, without written amendment to this authorization. An estimated breakdown of cost by task is provided for informational purposes below.



Ms. Niki Ensor, P.E.

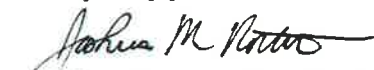
June 14, 2016

Page 4

Task Description	Current Task Budget	Amendment Additional Budget	Amended Task Budget
Task 1 – Preliminary and Final Design	\$897,066	---	\$897,066
Task 2 – Permitting	\$27,450	---	\$27,450
Task 3 – Funding Assistance	\$13,350	---	\$13,350
Task 4 – Bidding Assistance Services	\$38,750	---	\$38,750
Task 5 – General Services (GS) During Construction	\$321,000	\$45,667	\$366,667
Task 6 – Resident Project Representative (RPR) Services	\$508,120	\$109,045	\$617,165
Project Total	\$1,805,736	\$154,712	\$1,960,448

CDM Smith looks forward to continuing work with the City of Kingsport for the implementation of the Water Treatment Plant Raw Water Intake and Transmission Improvements project. Please contact me with any questions or need for any additional information.

Very truly yours,


Joshua Norton, P.E., BCEE
Vice President
CDM Smith Inc.

cc: Bernie Maloy, CDM Smith



AGENDA ACTION FORM

Reappointments and Appointment to the Tree Advisory Board

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

Action Form No.: AF-180-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: Tree Advisory Board
 Presentation By: Mayor Clark

Recommendation:

Approve appointments to the Tree Advisory Board.

Executive Summary:

The Tree Advisory Board is recommending reappointments of Mr. Dan Wernick, Ms. Rebecca Thomas and Dr. Timothy Martin. If approved by the Board of Mayor and Aldermen, the reappointments will be for a two-year term set to expire June 30, 2018.

The board is also recommending appointment of Mr. David Williams to fill Mr. Ray Gilliam's position. If approved by the Board of Mayor and Aldermen, this appointment will be for a two-year term effective immediately and set to expire June 30, 2018.

David Williams is the owner of A-1 Expert Tree Service, LLC. This company was founded and has been in business since 1994. David is one of the few certified arborist within the Kingsport area and has been doing tree work for over 33 years.

Attachments:

None

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



AGENDA ACTION FORM

Appointment and Reappointments to Parks and Recreation Advisory Committee

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

Action Form No.: AF-182-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve appointments to Parks and Recreation Advisory Committee.

Executive Summary:

The Parks and Recreation Advisory Committee is recommending reappointment of Mr. Brad Hoover and Mr. Bob Jack to a three-year term. If approved by the Board of Mayor and Alderman their terms will expire June 30, 2019.

The committee is also recommending Ms. Pam Mahaffey to replace Mr. Russ Hickman who is stepping down. If approved by the Board of Mayor and Alderman the appointment will be effective immediately and will expire June 30, 2016.

Pam Mahaffey recently participated in the Leadership Kingsport Program through which she helped prepare the Riverbend park proposal. She is a graduate from Central High School in Blountville and attended Northeast State. Pam is the Regional Director at Eastman Credit Union. She serves on the Board of Directors of the Kingsport Chamber of Commerce, Treasurer of the Kingsport Kiwanis Club and serves on several of their committees.

Pam is married to Ed Mahaffey and they reside in Kingsport. They have three sons and four grandchildren.

Attachments:

None

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



AGENDA ACTION FORM

Approving Agreements with Lincoln Memorial University, King University and Milligan College to Provide Classes at the Kingsport Center for Higher Education and to Approve Subleases to Said Entities by Northeast State Community College

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

Action Form No.: AF-183-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Annually the City of Kingsport is required to approve agreements with the higher education entities housed in the Kingsport Center for Higher Education. The Kingsport Higher Education Commission has reviewed these agreements and has voted unanimously to approve these agreements.

Attachments:

1. Resolution
2. Subleases

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH 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

WHEREAS, Northeast State Community College, King University, Lincoln Memorial University, and Milligan College offer programs at the Kingsport Center for Higher Education; and

WHEREAS, agreements are needed with King University, Lincoln Memorial University and Milligan College to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That the agreement with the King University for educational services at the Kingsport Center for Higher Education is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with King University at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And King University

This Agreement shall be in effect from July 1, 2016 through June 30, 2017 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *King University*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and
WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and
WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC

written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2016 – June 30, 2017). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[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 agreement with the Lincoln Memorial University for educational services at the Kingsport Center for Higher Education is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Lincoln Memorial University at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And Lincoln Memorial University

This Agreement shall be in effect from July 1, 2016 through June 30, 2017 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Lincoln Memorial University*. WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2016–June 30, 2017). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;

- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. 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 VII. That the agreement with the Milligan College for educational services at the Kingsport Center for Higher Education is approved.

SECTION VIII. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Milligan College at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And Milligan College

This Agreement shall be in effect from July 1, 2016 through June 30, 2017 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Milligan College*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and
WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport

Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2016–June 30, 2017). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION IX. 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 X. That the sublease agreements, subleasing a portion of the Kingsport Higher Education Center to King University, Lincoln Memorial University and Milligan College by Northeast State Community College to enable such entities to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher Education is approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

ADOPTED this the 5th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

Lincoln Memorial University
hereinafter called the Lessee, and
the Tennessee Board of Regents, on behalf of
Northeast State Community College
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan, City of Kingsport, located at 300 West Market St.

2. **DESCRIPTION:** The premises above are more particularly described as follows:
Office number KC108

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

4. **TERM:** The term of this lease shall commence on July 1, 2016 and shall end on June 30, 2017 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. RENTAL: The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. TERMINATION:

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. State will not end the lease for convenience during an academic term. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
------------------------------------	--	-------------------------------------	---

- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Mrs. Evelyn G. Smith**
Lessee at: **Lincoln Memorial University**
 6965 Cumberland Gap Parkway
 Harrogate, TN 37752

To the **Janice H. Gilliam, Ed.D.**
State at: **Northeast State Community College**
 P.O. Box 246 – 2425 Hwy. 75
 Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessee shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. **An additional operational MOU will be developed and agreed upon when the use of lab space is required.**
2. **Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.**

This space left intentionally blank.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____
Attorney General

This Instrument Prepared By:



**Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617**

This Lease, entered into as of this _____ day of _____,
made by and between

King University

hereinafter called the Lessee, and

**the Tennessee Board of Regents, on behalf of
Northeast State Community College**

hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan, City of Kingsport, located at 300 West Market St.

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
Office Number KC109

3. USE: The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

- 4. TERM:** The term of this lease shall commence on July 1, 2016 and shall end on June 30, 2017 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. RENTAL: The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. TERMINATION:

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:

- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
- (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. ABANDONMENT: Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **James Donahue, Vice President**
Lessee at: **King Univesity**
1350 King College Road
Bristol, TN 37621

To the **Janice H. Gilliam, Ed.D.**
State at: **Northeast State Community College**
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.
2. Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.

This space left intentionally blank.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____
Attorney General



Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

Milligan College

hereinafter called the Lessee, and

the Tennessee Board of Regents, on behalf of
Northeast State Community College

hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan, City of Kingsport, located at 300 West Market St.

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
Office Number KC110

3. USE: The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

- 4. TERM:** The term of this lease shall commence on July 1, 2016 and shall end on June 30, 2017 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. RENTAL: The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0.
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. TERMINATION:

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:

- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
- (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. ABANDONMENT: Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
-------------------------------------	---------------------------------------

8. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Dr. Bill Greer, President**
Lessee at: **Milligan College**
P.O. Box 500
Milligan College, TN 37682

To the **Janice H. Gilliam, Ed.D.**
State at: **Northeast State Community College**
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.
2. Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.

This space left intentionally blank.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____
Attorney General



AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-185-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: R. Trent; R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

American Electric Power has requested a right-of-way easement from the city in order to upgrade and provide a back-up feed for the downtown area utilizing new ductile iron poles. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachment:

1. Resolution
2. Project Location Map and Easement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, American Electric Power is currently in the process of upgrading and providing a back-up feed for the downtown area utilizing new ductile iron poles; and

WHEREAS, in order to provide the upgrades, American Electric Power has requested that the city execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a Right-of-Way Easement with Kingsport Power Company.

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

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

ADOPTED this the 5th day of July, 2016.

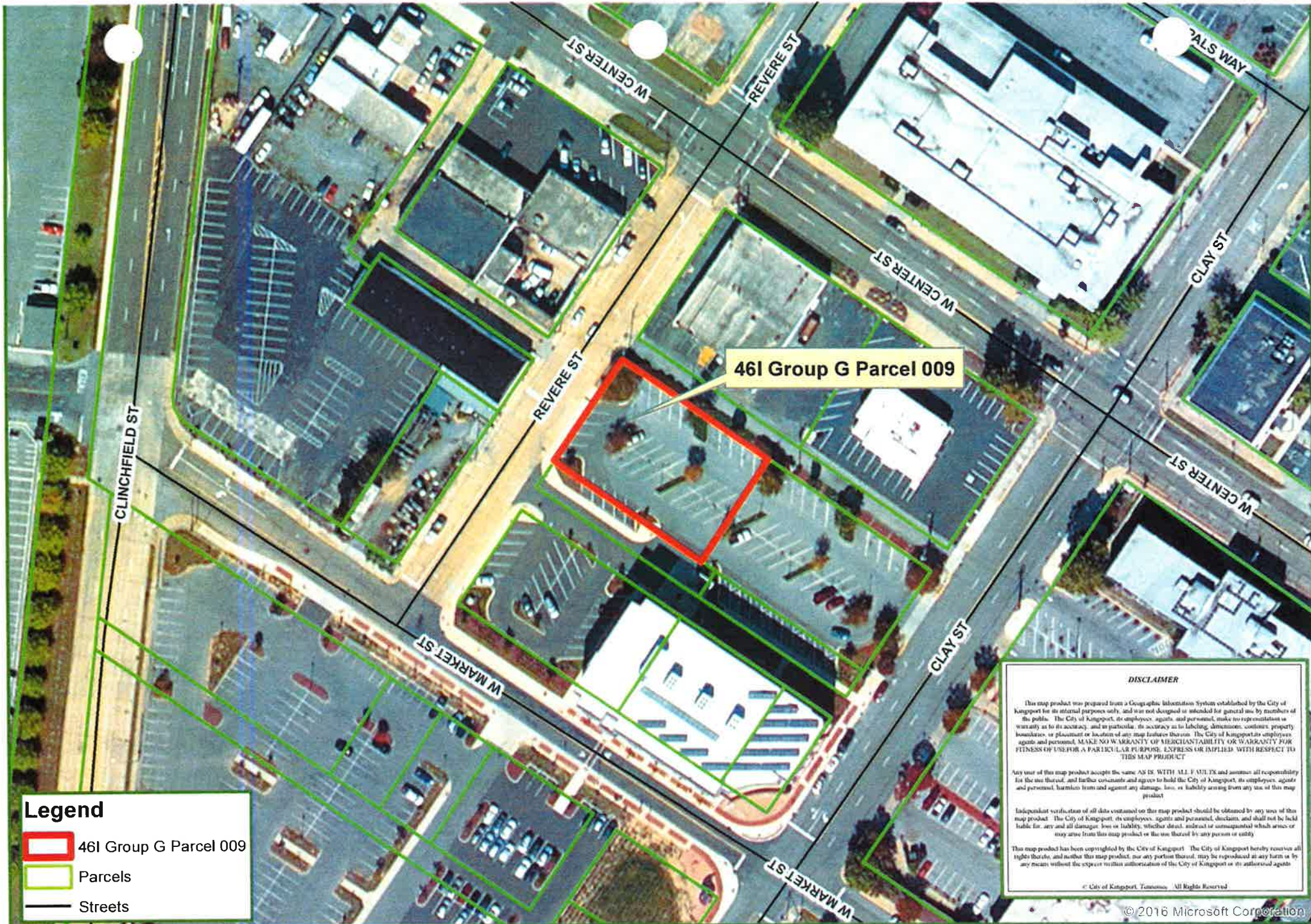
JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Prepared by the City of Kingsport
Geographic Information System (G.I.S.)
Date: 06-28-16
Map File Name: 18328wo10560

0 50 100 150 200
Feet



City of Kingsport Eas No. _____ RW Map No. 3783-1103-B3
 1324 Midland Drive W. O. No. W002710501 Job No. 16560034 Prop No. 1
 Kingsport, TN 37664 Line City of Kingsport

THIS AGREEMENT, made this _____ day of _____ June, 20 16, by and between _____ CITY OF KINGSFORT, a municipal corporation organized and existing under the laws of the State of _____ TENNESSEE, herein called "Grantor", and KINGSFORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee.

On the North by the lands of _____
 On the East by the lands of _____ Revere St.
 On the South by the lands of _____ Market St.
 On the West by the lands of _____ Clinchfield St.

This line extends in a _____ Southeasterly _____ direction from Kingsport's existing _____ Pole _____ numbered 1103-B3-2119 to and including existing _____ Poles _____ numbered 1103-B3-3766.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by _____ Citizens Union Bank, by deed dated 07/31/1989, and recorded in _____ Sullivan County, Deed Book No. 694C, Page 763.
 Map 0461, Group G, CTL Map 0461, Parcel 009.00

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises; the right to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's Facilities; the right to disturb the surface of said premises and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

By: _____
Mayor

Attest: _____
Secretary

STATE OF _____)
COUNTY OF _____) To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport, the within named bargainor, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

Witness my hand and official seal in _____ County, State of _____, this the _____ day of _____, 20____.

Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
COUNTY OF SULLIVAN) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20____.

Notary Public

My Commission Expires:



AGENDA ACTION FORM

Release Agreement for Tennessee Farmers Mutual Insurance Company

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

Action Form No.: AF-184-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: Hughes
 Presentation By: Billingsley.

Recommendation:

Approve the Resolution.

Executive Summary:

On June 6, 2016 a Public Works Sanitation Truck was damaged when it was struck by a vehicle owned and driven by Loree Taylor. The vehicle of Ms. Taylor was insured by Tennessee Farmers Mutual Insurance Company. The city contacted Tennessee Farmers Mutual Insurance Company to recover the cost to repair the vehicle in the amount of \$200.00. A signed release agreement is required to receive the payment and officially close this claim. The amount of \$200.00 will be credited to the Fleet Miscellaneous Fund Account.

Attachments:

1. Resolution
2. Release

	Y	N	O
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A RELEASE FOR PROPERTY DAMAGE FROM TENNESSEE FARMERS MUTUAL INSURANCE COMPANY FOR PROPERTY DAMAGE TO A PUBLIC WORKS SANITATION TRUCK THAT OCCURRED ON JUNE 6, 2016, AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE FOR PROPERTY DAMAGE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on June 6, 2016, a public works sanitation truck was struck by a vehicle owned and driven by Loree Taylor; and

WHEREAS, this caused damage to the city in the amount of \$200.00; and

WHEREAS, Tennessee Farmers Mutual Insurance Company, the insurer for Mrs. Taylor has agreed to pay for the damages provided the city executes a release; and

WHEREAS, the payment will reimburse the city for its expenses and damages caused to the property by the accident.

Now therefore,

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

SECTION I. That the Release for Property Damage from Tennessee Farmers Mutual Insurance Company for property damage to a public works sanitation truck that occurred on June 6, 2016, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Release for Property Damage from Tennessee Farmers Mutual Insurance Company for property damage to a public works sanitation truck that occurred on June 6, 2016, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement, this resolution or said Property Damage Release.

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

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

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

ADOPTED this the 5th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Release For Property Damage Only

I/We City of Kingsport

for myself/ourselves, my/our heirs, executors, administrators, successors and assigns in consideration of the payment of \$ 200.⁰⁰ do hereby remise, release and forever

discharge Timothy Taylor, Loree Taylor & TFCMC

and his/her, their heirs, executors, administrators, successors and assigns from and against all claims, demands, actions and causes of action for damages whensoever and howsoever

arising on account of damage to property (including loss of use thereof) arising out of an

accident which occurred on or about the 6th day of June 2016 at
or near Kingsport in the State of Tennessee

The above sum stated as a consideration of this Release is to be paid as follows:

TO City of Kingsport - \$200.⁰⁰
TO _____

IT IS UNDERSTOOD AND AGREED that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favour this Release is given.

IN WITNESS WHEREOF I/we have signed and sealed this Release at _____

In the State of _____ this _____ day of _____ 20____.

IN THE PRESENCE OF

X _____
Witness

X _____ L.S

Address

X _____
Witness

Title

Address



AGENDA ACTION FORM

Approve Issuance of Certificate of Compliance for Retail Food Store to Sell Wine

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

Action Form No.: AF-186-2016
 Work Session: July 5, 2016
 First Reading: N/A

Final Adoption: July 5, 2016
 Staff Work By: Angie Marshall
 Presentation By: Jim Demming

Recommendation:

Approve the issuance of Certificate of Compliance to the following retail food store to sell wine.

1. Aldi #81, 2617 East Stone Drive

Executive Summary:

This is an application for a retail food store who has filed with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application this business will submit to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. A police background check has been conducted on the applicant with nothing found that would prevent receiving this certificate. Planning has also verified the business is properly zoned.

Attachments:

None

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