



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Monday, June 19, 2017, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

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

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **Leadership Team**

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

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

1. Call to Order
2. Roll Call
3. Kingsport's Centennial - CeeGee & Jeff McCord
4. Academic Village - Jeff McCord
5. Projects Status – Jeff Fleming
6. Review of Items on June 20, 2017 Business Meeting Agenda
7. Adjourn

**Next Work Session, Wed., July 5, 2017, 4pm:** Fun Fest 2017

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

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	8/1/2017	Raw water line test at pump station is complete. Working on miscellaneous items to prepare for seven day test.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary Design underway.
\$6,616,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	3/21/2018	Tunneling under CSX at Industry Drive in progress.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project		4/1/2019	Water & Wastewater Facilities SCADA/Telemetry Master Plan complete. Design agreement to be taken to BMA for approval 6/20/17.
\$4,300,000.00	Chad Austin	Hank Clabaugh	Border Regions Utility Upgrades		2/17/2020	Design to begin January 2018
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	11/15/2018	Proposed bid schedule is to advertise 6/25 and receive bids on 8/3/17.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	Soil Borings were completed week of 6/5/17.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Hazen & Sawyer completing internal QC. Easement descriptions should be back next week. Should receive bid documents by the end of the month.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Utility coordination underway.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Contractor working in Belle Forest/Oakmont Area.
\$2,263,500.00	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Scheduling advertisement soon.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contractor working in Altamont Area.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	WA1603	7/3/2017	Melrose Lane work ongoing. All other areas complete.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Survey is complete and the Environmental Document underway.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Cabinets installed. Working on mech./elec./plumbing trim-out.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Anticipate plans ready this summer.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	90% review meeting scheduled for 7/6/17.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	8/25/2017	History walk concrete is more than 1/4 around the circle.
\$977,566.00	Ronnie Hammonds	Clabaugh, Hank	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	11/17/2017	Start date for construction is on or about July 17, 2017.

Friday, June 16, 2017

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$961,140.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Consultant Evaluation Committee has selected primary and secondary consultant and will be negotiating a finalized scope and fee.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	12/31/2017	Plans resubmitted 6/14/17 for construction approval.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	Work on the Lebanon Road/Droke Farm pump station expected to begin in late June.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Final ROW Plans development underway.
\$682,570.00	Michael Thompson	Thompson, Michael	Riverport Road Stabilization	GP1720, GP1723	6/30/2017	Guardrail on Bays Mountain Complete. Awaiting completion on Riverport Road.
\$638,357.70		Clabaugh, Hank	2017 Contracted Paving - Colonial Heights Area		9/30/2017	Contract will be going to the BMA on the June 20th meeting.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	BWSC under contract for master planning services.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	7/15/2017	The box culvert is complete. The retaining wall is 95% complete. Work has started on the concrete sidewalk.
\$522,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	9/21/2017	Base bid is nearly complete pending the short section at the footbridge that should be done by 6/21.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	MTPO resubmitted TIP last week and received FHWA and TDOT approval week of 6/5/17. Still awaiting NTP with construction phase.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/27/2019	Design modifications and easement drawings being made by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$245,100.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	First project meeting scheduled for June 21.
\$234,825.75	City Schools	Clabaugh, Hank	Dobyns-Bennett Parking Lot Improvements (Park St/Center St)		7/28/2017	Demolition, grading, and stormwater utility installation are complete. Stone subgrade installation and concrete work will occur during the week of June 19.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Utility certifications received. Finalizing bid documents to submit to TDOT for review.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park Improvements	GP1629	9/15/2017	Pre-construction meeting 6/22/17.

Friday, June 16, 2017

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$179,260.00	Tim Elsea	Elsea, Tim	Sullivan Street & Clay Street Signal	GP1740	10/13/2017	Right-of-way acquisition is complete. Will be working to get a signed contract in coming weeks.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	Project is expected to be advertised for bids in July 2017.
\$45,884.40	Kitty Frazier	Mason, David	Shade Structures at Brickyard Park	GP1729	7/31/2017	Materials on order.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	The project will be advertised for bids on June 14th. Bids will be opened on June 29th.



# Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$789,100.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	6/29/2017	Project is complete.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		6/30/2017	Construction is complete.
\$682,570.00	Michael Thompson	Thompson, Michael	Riverport Road Stabilization	GP1720, GP1723	6/30/2017	Guardrail on Bays Mountain Complete. Awaiting completion on River
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	WA1603	7/3/2017	Contractor connecting services on Garland's Private Drive.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	History walk concrete is more than 1/4 around the circle.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Cabinets installed. Working on mech./elec./plumbing trim-out.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	7/15/2017	The box culvert is complete. The retaining wall is 95% complete. Work has started on the concrete sidewalk.
\$234,825.75	City Schools	Clabaugh, Hank	Dobyns-Bennett Parking Lot Improvements (Park St/Center St)		7/28/2017	Construction has started. Demolition of the existing asphalt, concrete, and utilities; and grading are ongoing.
\$45,884.40	Kitty Frazier	Mason, David	Shade Structures at Brickyard Park	GP1729	7/31/2017	Materials on order.
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	8/1/2017	Start up is complete on all four pumps. Controls are installed. Working through communication issues with drives and controls. HVAC start up complete. River screen pump installed.
\$245,100.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	First project meeting scheduled for June 21.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contractor working in Altamont/Bellaire Drive area.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park Improvements	GP1629	9/15/2017	Pre-construction meeting 6/22/17.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	Work expected to begin on the Droke/Lebanon Road pump station during the week of June 12th.
\$522,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	9/21/2017	Base bid is nearly complete pending the short section at the footbridge that should be done by 6/21.
\$977,566.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	9/29/2017	Preconstruction meeting scheduled for June 13th @ 1:30 PM in Council Room.
\$638,357.70		Clabaugh, Hank	2017 Contracted Paving - Colonial Heights Area		9/30/2017	Contract will be going to the BMA on the June 20th meeting.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$179,260.00	Tim Elsea	Elsea, Tim	Sullivan Street & Clay Street Signal	GP1740	10/13/2017	Right-of-way acquisition is complete. Will be working to get a signed contract in coming weeks.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/WA1404	11/15/2017	Contractor working in Oakmont/Heatherview Areas.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	12/31/2017	TDOT comments continue to come in from various departments. Railing redesigned to allow for more open viewing area for those confined to a wheelchair.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	Project is expected to be advertised for bids in July 2017.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	The project will be advertised for bids on June 14th. Bids will be opened on June 29th.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Utility coordination underway.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Anticipate plans ready this summer.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	BWSC under contract for master planning services.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Utility certifications received. Finalizing bid documents to submit to TDOT for review.
\$6,616,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	3/21/2018	Tunneling under CSX at Industry Drive in progress.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	90% review meeting scheduled for 6/16/17.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Hazen & Sawyer completing internal QC. Easement descriptions should be back next week. Should receive bid documents by the end of the month.
\$2,263,500.00	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Submitted to TDEC for approval.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	11/15/2018	Proposed bid schedule is to advertise 6/25 and receive bids on 8/3/17.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Final ROW Plans development underway.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	Survey and geotech crews will be on site 6/6/17.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project		4/1/2019	Water & Wastewater Facilities SCADA/Telemetry Master Plan complete. Design agreement to be taken to BMA for approval 6/20/17.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	9/30/2019	MTPO resubmitted TIP last week and received FHWA and TDOT approval week of 6/5/17. Still awaiting NTP with construction phase.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/27/2019	Design modifications and easement drawings being made by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$4,300,000.00	Chad Austin	Hank Clabaugh	Border Regions Utility Upgrades		2/17/2020	Design to begin January 2018
\$961,140.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Consultant Evaluation Committee has selected primary and secondary consultant and will be negotiating a finalized scope and fee.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary Design underway.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Survey is complete and the Environmental Document underway. Progress meeting held 5/18/17.



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **BUSINESS MEETING**

**Tuesday, June 20, 2017, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

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

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **City Administration**

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

#### **I. CALL TO ORDER**

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

#### **II.B. INVOCATION – Pastor Paul Becker, Concordia Lutheran Church**

#### **III. ROLL CALL**

#### **IV.A RECOGNITIONS & PRESENTATIONS**

1. Keep Kingsport Beautiful Awards - Robin Cleary
2. Employee Dependent Scholarship Recipients – Lesley Phillips
3. Above & Beyond: Rochelle Trent (Alderman George)

#### **IV.B APPOINTMENTS**

None

**V. APPROVAL OF MINUTES**

1. Work Session – June 5, 2017
2. Business Meeting – June 6, 2017

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 146-2017) (Nathan Woods)
  - Public Hearing

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Fund (AF: 177-2017) (Chris McCartt)
  - Resolution
  - Ordinance – First Reading
2. Budget Adjustment Ordinance for FY17 (AF: 178-2017) (Jeff Fleming)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Ordinance to Adopt the FY17-18 Sewer Fund Budget (AF: 148-2017) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**
2. Ordinance to Adopt the FY17-18 Water Fund Budget (AF: 149-2017) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**
3. Ordinance to Adopt the FY17-18 Budget (AF: 147-2017) (Jeff Fleming)
  - Ordinance – **Second Reading and Final Adoption**
4. Accept Donations for Veterans Memorial (AF: 131-2017) (Chris McCartt)
  - Ordinance – **Second Reading and Final Adoption**
5. Ordinance to Adopt the FY17-18 School Public Law 93-380 Grant Project Fund Budget (AF: 150-2017) (Jeff Fleming, David Frye)
  - Ordinance – **Second Reading and Final Adoption**
6. Ordinance to Adopt the FY17-18 Special Schools Projects Grant Fund Budget (AF: 151-2017) (Jeff Fleming, David Frye)
  - Ordinance – **Second Reading and Final Adoption**

7. Ordinance to Adopt the FY17-18 Urban Mass Transit Budget (AF: 152-2017) (Chris McCartt)
  - Ordinance – **Second Reading and Final Adoption**
8. Ordinance to Adopt the FY17-18 Metropolitan Planning Project Grant Budget (AF: 153-2017) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**
9. Ordinance Transferring Funds to the Sullivan Street and Clay Street Intersection Signal Installation Project (AF: 155-2017) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**
10. Ordinance Providing for the FY18 Community Development Block Grant Budget (AF: 159-2017) (Lynn Tully)
  - Ordinance – **Second Reading and Final Adoption**
11. Ordinance Amending City Code Sections 62-72 and 66-102 Pertaining to Weapons (AF: 135-2017) (Mike Billingsley)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Awarding the Bid for the Purchase of Crushed Stone for Use by All City Departments to Vulcan Construction Materials, LP (AF: 168-2017) (Ryan McReynolds)
  - Resolution
2. Awarding the Bid for the Purchase of Asphalt for Use by All City Departments to W-L Construction and Paving Co., Inc., Pavewell Paving Co., Inc., and Summers-Taylor, Inc. (AF: 169-2017) (Ryan McReynolds)
  - Resolution
3. Awarding the Bid for the Purchase of Concrete for Use by All City Departments to Kingsport Concrete, Transit Mix Concrete, Ready Mix USA, East TN Concrete & Summers-Taylor, Inc. (AF: 170-2017) (Ryan McReynolds)
  - Resolution
4. Renewing the Awarded Bids for the Purchase of Unleaded Gasoline & Ultra Low Sulfur Diesel Fuel to Mansfield Oil Co. of Gainesville (AF: 171-2017) (Ryan McReynolds)
  - Resolution
5. Awarding the Bid for the Purchase of Copier Paper to American Paper & Twine Company (AF: 172-2017) (Chris McCartt)
  - Resolution
6. Awarding the Bid for the Purchase of Road Salt to Compass Minerals America, Inc. for FY18 (AF: 173-2017) (Ryan McReynolds)
  - Resolution

7. Extend the Award to Purchase Janitorial Supplies & Equipment to Supplyworks for FY18 (AF: 174-2017) (Ryan McReynolds)
  - Resolution
8. Award of Bid to W-L Construction and Paving for 2017 Contracted Paving (AF: 176-2017) (Ryan McReynolds)
  - Resolution
9. Awarding the Bid for the Purchase of Propane to Marsh Propane (AF:175-2017) (Ryan McReynolds)
  - Resolution
10. Master Agreement with the Virginia Department of Transportation and a Letter of Authorization Accepting Federal and State Funds on Behalf of the Kingsport MTPo (AF: 181-2017) (Bill Albright)
  - Resolution
11. Adopt the Fee Resolution for FY 2018 Fees and Charges Provided for in the City Code (AF: 130-2017) (Jeff Fleming)
  - Resolution
12. Accept the Donation of Time and Services for the Construction of Picnic Shelters at Borden Park from the Kingsport Rotary Club (AF: 158-2017) (Chris McCartt, Kitty Frazier)
  - Resolution
13. Change Order No. 1 for the Centennial Park Project (AF: 179-2017) (Chris McCartt)
  - Resolution
14. Change Order No. 1 for Borden Park Phase 1 Improvements (AF: 180-2017) (Chris McCartt)
  - Resolution
15. Enter into a Professional Service Agreement with CDM Smith for Water and Wastewater Facilities SCADA Design and Master Plan Implementation (AF: 188-2017) (Ryan McReynolds)
  - Resolution
16. Authorizing the Purchase of Dell Latitude E5570 Laptops from FireFly Computers for Teachers in the Kingsport City School System (AF: 185-2017) (David Frye, Scott Pierce)
  - Resolution
17. Authorizing the Purchase of Chromebooks from FireFly Computers for 4th and 9th Grade Students in the Kingsport City School System (AF: 186-2017) (David Frye, Scott Pierce)
  - Resolution

18. Authorizing the Purchase of College and Career Readiness Software Platform for Kingsport City Schools (AF: 187-2017) (David Frye, Brian Cinnamon)

- Resolution

19. Apply for the AARP Community Challenge Grant (AF: 183-2017) (Robin DiMona, Chris McCartt)

- Resolution

20. Authorizing the Kingsport Chamber Foundation to Construct the Gold Star Memorial Monument in J. Fred Johnson Park (AF: 136-2017) (Chris McCartt)

- Resolution

**VII. CONSENT AGENDA**

1. Agreement with FC Dallas Tri Soccer Organization (AF: 157-2017) (Chris McCartt)

- Resolution

**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**



Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, June 5, 2017, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **FARMERS MARKET SUMMER PROGRAM.** Assistant City Manager for Administration Chris McCartt gave an update on the programs and festivals scheduled in the upcoming future, including the Saturday Morning Chef and other demonstrations.
4. **SALES TAX, WELLNESS CLINIC, SAFETY AND PROJECTS STATUS.** City Manager Fleming provided details on each of these issues.
5. **REVIEW OF AGENDA ITEMS ON THE JUNE 6, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.D.5 Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Negotiate and Accept from WSD Group or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to New Retail and Restaurant Facilities in the City (AF: 140-2017).** Development Services Director Lynn Tully gave a presentation on this item and answered questions. Alderman George stated the approval needs to be subject to the developer having a tenant which is what was done in the past. There was considerable discussion.

**VI.D.9 Agreement with Med Fit LLC for a City-wide Medical Wellness Pilot Program (AF: 128-2017)** Assistant City Manager for Operations Ryan McReynolds provided details on this program, explaining it was an avoidance of risk. Alderman Segelhorst noted the program would pay for itself in injury reduction and an increase in wellness. City Manager Fleming pointed out this was a sole source provider. Discussion followed.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, June 5, 2017**

**VI.D.11 Authorize a Reduction of Certain Fees for Single Family Housing to Encourage Single Family House Construction** (AF: 141-2017) City Manager Fleming stated this stimulus project came from the ONEKingsport initiative and Development Services Director Tully gave a presentation on the structure of the program and provided housing data. Alderman George stated this was only a temporary fix and there needed to be a permanent solution instead, such as a reduction in fees. There was considerable discussion on this item

**VI.D.12 Agreements with Various Agencies and Organizations for Services in FY17-18 Benefiting the General Welfare of Kingsport Residents** (AF: 154-2017) City Manager Fleming provided details on these agreements. Alderman George commented the community should pick up the tab on the worthwhile programs to free up money for the city to support other organizations.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:45 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 6, 2017, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Tommy Olterman  
Alderman Tom C. Parham

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:** New Vision Youth.
- II.B. **INVOCATION:** Jack Weikel, Associate Minister, First Broad Street United Methodist Church.
- III. **ROLL CALL:** By City Recorder Demming. Absent: Alderman Tom Segelhorst.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
1. Brianne Wright, Archive Awards (Alderman Parham).
  2. Angie Marshall, Master Municipal Clerk (Vice Mayor McIntire).
  3. Kingsport Art Guild (Alderman Duncan).
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**

1. **Appointments to the Kingsport Public Library Commission** (AF: 133-2017) (Mayor Clark).

Motion/Second: McIntire/Duncan, to approve:

APPOINTMENTS OF MS. SANDRA BROWN AND MS. MARGARET L. COUNTS TO SERVE A THREE-YEAR TERM ON THE **KINGSPORT PUBLIC LIBRARY COMMISSION**. MS. BROWN'S TERM WILL TAKE EFFECT IMMEDIATELY WHILE MS. COUNTS' TERM WILL BEGIN JULY 1, 2017. BOTH TERMS WILL EXPIRE JUNE 30, 2020. THESE APPOINTEES WILL REPLACE CLAUDIA LEONARD AND LYNN SHIPLEY WHOSE TERMS ARE EXPIRING AND ARE ROTATING OFF.

Passed: All present voting "aye."

2. **Reappointment to the Historic Zoning Commission** (AF: 145-2017) (Mayor Clark).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

Motion/Second: Parham/George, to approve:

REAPPOINTMENT OF MS. DINEEN WEST OF CAIN RASH WEST ARCHITECTS TO  
SERVE A FIVE-YEAR TERM ON THE **HISTORIC ZONING COMMISSION**  
**EFFECTIVE** IMMEDIATELY AND EXPIRING ON JUNE 30, 2022.

Passed: All present voting "aye."

**3. Appointment and Reappointment to the Gateway Review  
Commission** (AF: 164-2017) (Mayor Clark).

Motion/Second: McIntire/Duncan, to approve:

APPOINTMENT OF MR. JOSH DAVID TO SERVE A FIVE-YEAR TERM AND  
REAPPOINTMENT OF MS. DEBRA BRIDWELL TO A THIRD TERM ON THE **GATEWAY  
REVIEW COMMISSION**. BOTH TERMS ARE EFFECTIVE IMMEDIATELY AND WILL  
EXPIRE ON JUNE 30, 2022.

Passed: All present voting "aye."

**4. Appointment to the Stormwater Appeals Board** (AF: 166-2017) (Mayor  
Clark).

Motion/Second: McIntire/George, to approve:

APPOINTMENT OF MR. SAM BOOHER TO SERVE A THREE-YEAR TERM ON THE  
**STORMWATER APPEALS BOARD** EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON  
JUNE 30, 2020.

Passed: All present voting "aye."

**V. APPROVAL OF MINUTES.**

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

- A. May 15, 2017 Regular Work Session
- B. May 16, 2017 Regular Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

**1. Public Hearing and Ordinance to Adopt the FY17-18 Sewer Fund  
Budget** (AF: 148-2017) (Ryan McReynolds).

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

Motion/Second: Duncan/George, to pass:

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL  
SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

**2. Public Hearing and Ordinance to Adopt the FY17-18 Water Fund  
Budget** (AF: 149-2017) (Ryan McReynolds).

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

Motion/Second: George/Olterman, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL  
WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR  
BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

**3. Public Hearing and Ordinance to Adopt the FY17-18 Budget** (AF:  
147-2017) (Jeff Fleming).

**PUBLIC COMMENT ON ITEM VI.A.3.** None.

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL  
BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY  
1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

Passed on first reading: All present voting “aye.”

**PUBLIC COMMENT.** Mayor Clark invited citizens in attendance to speak about any of  
the remaining agenda items. Ms. Barbara Brown commented in support of local  
developers regarding Item VI.D.5.

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Accept Donations for Veterans Memorial** (AF: 131-2017)  
(Chris McCartt).

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2017-218,** A RESOLUTION ACCEPTING A DONATION FOR THE  
VETERANS MEMORIAL

Passed: All present voting “aye.”

Motion/Second: George/McIntire, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY  
APPROPRIATING DONATED FUNDS TO THE VETERANS MEMORIAL PROJECT

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF  
THIS ORDINANCE

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

**2. Ordinance to Adopt the FY17-18 School Public Law 93-380  
Grant Project Fund Budget (AF: 150-2017) (Jeff Fleming, David Frye).**

Motion/Second: Duncan/Parham, to pass:

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 first reading: All present voting "aye."

**3. Ordinance to Adopt the FY17-18 Special Schools Projects Grant  
Fund Budget (AF: 151-2017) (Jeff Fleming, David Frye).**

Motion/Second: Parham/McIntire, to pass:

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 first reading: All present voting "aye."

**4. Ordinance to Adopt the FY17-18 Urban Mass Transit Budget  
(AF: 152-2017) (Chris McCartt).**

Motion/Second: George/McIntire, to pass:

AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Ordinance to Adopt the FY17-18 Metropolitan Planning Project  
Budget (AF: 153-2017) (Ryan McReynolds).**

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO APPROPRIATE METROPOLITAN PLANNING PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**6. Ordinance Transferring Funds to the Sullivan Street and Clay  
Street Intersection Signal Installation Project (AF: 155-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Duncan, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE SULLIVAN AND CLAY SIGNAL PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

ORDINANCE

Passed on first reading: All present voting “aye.”

**7. Ordinance Providing for the FY18 Community Development  
Block Grant Budget (AF: 159-2017) (Lynn Tully).**

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE  
FISCAL YEAR ENDING JUNE 30, 2018; AND, TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

Passed on first reading: All present voting “aye.”

**8. Ordinance Amending City Code Sections 62-72 and 66-102  
Pertaining to Weapons (AF: 135-2017) (Mike Billingsley).**

Motion/Second: Parham/George, to pass:

AN ORDINANCE REPEALING AND DELETING SECTION 62-72 PERTAINING TO  
CARRYING WEAPONS AND AMENDING SECTION 66-102 PERTAINING TO  
PROJECTILE WEAPONS OR DEVICES OF THE CODE OF ORDINANCES, CITY OF  
KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

Passed on first reading: All present voting “aye.”

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Amend Zoning of Parcels 5, 6, 7 and 8, Tax Map 61D, Located  
Adjacent to the Intersection of East Center Street and E Street in the Highland  
Community (AF: 111-2017) (Ken Weems).**

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6666**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE,  
TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO E STREET FROM B-3,  
HIGHWAY ORIENTED BUSINESS DISTRICT TO R-3, LOW DENSITY APARTMENT  
DISTRICT IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY  
FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF  
THIS ORDINANCE

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

**2. Amend Zoning of 1912 Seaver Road Located at the Intersection  
of Seaver Road and Princeton Road (AF: 115-2017) (Jessica Harmon).**

Motion/Second: McIntire/Duncan, to pass:

**ORDINANCE NO. 6667**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE,  
TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO SEAVER ROAD FROM B-

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

4P, PLANNED BUSINESS DISTRICT TO R-1B, LOW DENSITY RESIDENTIAL DISTRICT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Approve Receiving a Grant from the Kingsport Community Foundation Centennial Park Project Fund of East Tennessee Foundation and Appropriate Funds (AF: 123-2017) (Chris McCartt)**

Motion/Second: Duncan/Parham, to pass:

**ORDINANCE NO. 6668**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM THE EAST TENNESSEE FOUNDATION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Amend FY17 Schools Federal Projects Fund Budget (AF: 121-2017) (David Frye)**

Motion/Second: Parham/Duncan, to pass:

**ORDINANCE NO. 6669**, AN ORDINANCE TO AMEND THE FY 2017 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, Olterman and Parham voting “aye.”

**5. Amend FY17 School Special Projects Fund Budget (AF: 122-2017) (David Frye)**

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6670**, AN ORDINANCE TO AMEND THE FY 2017 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, Olterman and Parham voting “aye.”

**6. Amend FY17 General Purpose School Fund and General Project Fund Budgets (AF: 120-2017) (David Frye)**

Motion/Second: McIntire/Duncan, to pass:

**ORDINANCE NO. 6671**, AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

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

**D. OTHER BUSINESS.**

**1. Enter into a Lease Agreement with the Kingsport Art Guild**  
(AF: 144-2017) (Chris McCartt).

Motion/Second: George/Duncan, to pass:

**Resolution No. 2017-219**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE KINGSFORT ART GUILD AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**2. Approve a Contractual Services Agreement with Kingsport Power Company and an Amendment to the Agreement** (AF: 156-2017) (Ryan McReynolds)

Motion/Second: Parham/George, to pass:

**Resolution No. 2017-220**, A RESOLUTION APPROVING A CONTRACTING SERVICES AGREEMENT WITH KINGSFORT POWER COMPANY; APPROVING AN AMENDMENT TO THE AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**3. Amendment to the Contract between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)** (AF: 160-2017) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-221**, A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

**4. Changing the Meeting Date for the Business Meeting of the Board of Mayor and Aldermen from July 4, 2017 to July 5, 2017** (AF: 134-2017) (Mike Billingsley).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2017-222**, A RESOLUTION CHANGING THE DATE OF THE REGULAR BUSINESS MEETING OF THE BOARD OF MAYOR AND ALDERMEN FROM JULY 4, 2017 TO JULY 5, 2017

Passed: All present voting “aye.”

**5. Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Negotiate and Accept from WSD Group or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to New Retail and Restaurant Facilities in the City** (AF: 140-2017) (Lynn Tully).

Motion/Second: Duncan/Parham, to pass:

**Resolution No. 2017-223**, A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM WSD GROUP OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO NEW RETAIL AND RESTAURANT FACILITIES KNOWN AS \_\_\_\_\_ IN THE CITY OF KINGSPORT, TENNESSEE AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

Passed: All present voting “aye.”

**6. Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant** (AF: 137-2017) (Lynn Tully).

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-224**, A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE BULLET PROOF VEST (BPV) REIMBURSEMENT GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

Passed: All present voting “aye.”

**7. Amendment to the Agreement with Tyson Prepared Foods, Inc.** (AF: 163-2017) (David Frye, Jennifer Walker).

Motion/Second: George/Parham, to pass:

**Resolution No. 2017-225**, A RESOLUTION AMENDING THE AGREEMENT TYSON PREPARED FOODS, INC. FOR COMMODITY ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

**8. Accept Donation of Real Property from First Baptist Church of Kingsport, Inc.** (AF: 139-2017) (Ryan McReynolds).

Motion/Second: McIntire/Duncan, to pass:

**Resolution No. 2017-226**, A RESOLUTION ACCEPTING A DONATION OF REAL PROPERTY FROM THE FIRST BAPTIST CHURCH OF KINGSFORT, INC.

Passed: All present voting “aye.”

**9. Agreement with Med Fit LLC for a City-wide Medical Wellness Pilot Program** (AF: 128-2017) (Ryan McReynolds). City Manager Fleming explained this was a sole source situation to extend city-wide a trial program that started in the water department. At the end of the trial staff will evaluate to see if and RFP is the route the city would like to go in at that time.

Motion/Second: Olterman/Parham, to pass:

**Resolution No. 2017-227**, A RESOLUTION APPROVING AN AGREEMENT WITH MED FIT, LLC 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.”

**10. Right-of-Way Easement with Kingsport Power Company** (AF: 165-2017) (David Frye).

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-228**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RIGHT-OF-WAY EASEMENTS WITH KINGSFORT POWER COMPANY

Passed: All present voting “aye.”

**11. Authorize a Reduction of Certain Fees for Single Family Housing to Encourage Single Family House Construction** (AF: 141-2017) (Lynn Tully). Mayor Clark made comments in support of this item. Vice-Mayor McIntire voiced his concerns explaining why he can't vote in favor of this item.

Motion/Second: Duncan/Parham, to pass:

**Resolution No. 2017-229** A RESOLUTION APPROVING A TEMPORARY REDUCTION OF FEES FOR BUILDING PERMITS AND SEWER TAPS FOR SINGLE-FAMILY HOUSE CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO DEVELOP PROCEDURES FOR THE PROGRAM

Passed: All present voting “aye” except George and McIntire voting “nay.”

**12. Agreements with Various Agencies and Organizations for Services in FY17-18 Benefiting the General Welfare of Kingsport Residents** (AF: 154-2017) (Jeff Fleming). Alderman George asked for information and presentation on the agreements with these organizations earlier in the budget process next year.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

Motion/Second: Parham/Duncan, to pass:

**Resolution No. 2017-230**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2017-2018 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

Passed: All present voting "aye."

**13. Amendment to the Agreement with KBC Distributing, LLC** (AF: 161-2017) (David Frye, Jennifer Walker).

Motion/Second: Parham/McIntire, to pass:

**Resolution No. 2017-231**, A RESOLUTION AMENDING THE AGREEMENT WITH KBC DISTRIBUTING, LLC FOR BEADED YOGURT ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**14. Amendment to the Agreement with Crook Brothers** (AF: 162-2017) (David Frye, Jennifer Walker).

Motion/Second: Duncan/McIntire, to pass:

**Resolution No. 2017-232**, A RESOLUTION AMENDING THE AGREEMENT WITH CROOK BROTHERS FOR PRODUCE ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

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

Motion/Second: McIntire/George, to adopt:

**1. Execute Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library** (AF: 132-2017) (Chris McCartt).

Pass:

**Resolution No. 2017-233**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2017/2018

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 6, 2017**

**2. Approval of Easements and Rights-of-Way on Galloway Road**  
(AF: 142-2017) (Ryan McReynolds).

Approve:  
EASEMENTS AND RIGHTS-OF-WAY ON GALLOWAY ROAD  
Passed: All present voting "aye."

**3. Approve Issuance of Certificate of Compliance for Business  
to Sell Retail Alcoholic Beverages** (AF: 167-2017) (Jim Demming).

Approve:  
CERTIFICATE OF COMPLIANCE  
Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Fleming commented on the professionalism of city employees, noting Terri Evans is presiding as president over the Public Risk Managers Association in Phoenix, Arizona, noting City Attorney Billingsley is there too as her department head.

**B. MAYOR AND BOARD MEMBERS.** Alderman Olterman congratulated the Dobyns Bennett baseball team for their run in the state tournament. Alderman George stated the Funfest store opens June 23. She also stated she had a friend in town for the Memorial Day Service, noting what a great job they did. Vice-Mayor McIntire again recognized Angie Marshall and Brianne Wright. He also thanked City Manager Fleming and the leadership team for bringing forth a balanced budget and their conservative approach in light of the current economic climate. Alderman Duncan stated his tie was signed by the Lo County Boil Committee and gave details on this fundraising event for the Netherland Inn. He also invited everyone to the Rotary breakfast at the Farmers Market Saturday morning. Lastly he commented on the events scheduled in June, commending the KCVB. Alderman Parham commented on the election and the diversity on the board, noting it was a great opportunity and he is privileged to serve.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:22 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

JOHN CLARK  
Mayor



## AGENDA ACTION FORM

### Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-146-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: N. Woods  
 Presentation By: N. Woods

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

Cherry Knoll Annexation - Ordinance. No. 5784 - Annual Update  
 Colonial Height Area 6 Part A - Ordinance 6147 - Annual Update  
 Colonial Height Area 6 Part B - Ordinance 6149 - Annual Update  
 Colonial Height Area 6 Part C - Ordinance 6151 - Annual Update  
 Colonial Height Area 6 Part D - Ordinance 6153 - Annual Update  
 Kendrick Creek Part B - Ordinance 6166 - Annual Update  
 Border Regions Area 1 - Ordinance 6169 - Annual Update  
 Border Regions Area 2 - Ordinance 6171 - Annual Update  
 Border Regions Area 3 - Ordinance 6173 - Annual Update  
 Colonial Height Area 7 Part C - Ordinance 6254 - Annual Update  
 Colonial Height Area 7 Part D - Ordinance 6256 - Annual Update  
 Colonial Height Area 7 Part E - Ordinance 6265 - Annual Update

#### **Executive Summary:**

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

#### **Attachments:**

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

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

**JUNE 2017 ANNUAL PLAN OF SERVICE REPORT**  
**FOR ORDINANCE NUMBERS: 5784, 6147, 6149, 6151, 6153, 6166, 6169, 6171, 6173, 6254, 6256, and 6265**

<u><b>Annexation Area</b></u>	<u><b>Effective Date</b></u>	<u><b>POS Deadline</b></u>	<u><b>Est. Completion</b></u>	<u><b>Status</b></u>
Cherry Knoll Annexation Ordinance No. 5784	12/04/2008	Amended 12/04/2016	Provided When Development Occurs	
Colonial Heights Area 6 Part A Ordinance No. 6147	12/16/2011	Water Service Sewer Service Street Lighting	Completed Completed Completed	Completed Completed Completed
Colonial Heights Area 6 Part B Ordinance No. 6149	12/16/2011	Water Service Sewer Service Street Lighting	Completed Completed Completed	Completed Completed Completed
Colonial Heights Area 6 Part C Ordinance No. 6151	12/16/2011	Water Service Sewer Service Street Lighting	Completed Completed Completed	Completed Completed Completed
Colonial Heights Area 6 Part D Ordinance No. 6153	12/16/2011	Water Service Sewer Service Street Lighting	Completed Completed Completed	Completed Completed Completed
Kendrick Creek Part B Ordinance No. 6166	02/24/2012	Water Service Sewer Service Street Lighting	Completed Completed Completed	Completed Completed Completed
Border Regions Area 1 Ordinance No. 6169	03/09/2012	Water Service Sewer Service Street Lighting	March 9, 2020 March 9, 2020 Completed	Survey & Design Early 2018 Survey & Design Early 2018 Completed
Border Regions Area 2 Ordinance No. 6171	03/09/2012	Water Service Sewer Service Street Lighting	March 9, 2020 March 9, 2020 Completed	Survey & Design Early 2018 Survey & Design Early 2018 Completed

## NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT— JUNE, on the following annexation areas at its June 20, 2017 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Cherry Knoll Annexation, Ord No. 5784

Effective Date: 12/04/2008

POS, deadline: Water, Sewer & Street Lighting, Provided When Development Occurs

Annexation Area: Colonial Heights Area 6, Part A, Ord. No. 6147

Effective Date: 12/16/2011

POS, deadline: Water, Sewer & Street Lighting, 12/16/2016

Annexation Area: Colonial Heights Area 6, Part B, Ord. No. 6149

Effective Date: 12/16/2011

POS, deadline: Water, Sewer & Street Lighting, 12/16/2016

Annexation Area: Colonial Heights Area 6, Part C, Ord. No. 6151

Effective Date: 12/16/2011

POS, deadline: Water, Sewer & Street Lighting, 12/16/2016

Annexation Area: Colonial Heights Area 6, Part D, Ord. No. 6153

Effective Date: 12/16/2011

POS, deadline: Water, Sewer & Street Lighting, 12/16/2016

Annexation Area: Kendrick Creek Part B Ord. No. 6166

Effective Date: 02/24/2012

POS, deadline: Water, Sewer & Street Lighting, 02/24/2017

Annexation Area: Border Regions Area 1 Ord. No. 6169

Effective Date: 03/09/2012

POS, deadline: Water, Sewer & Street Lighting, 03/09/2020

Annexation Area: Border Regions Area 2 Ord. No. 6171

Effective Date: 03/09/2012

POS, deadline: Water, Sewer & Street Lighting, 03/09/2020

Annexation Area: Border Regions Area 3 Ord. No. 6173

Effective Date: 03/09/2012

POS, deadline: Water, Sewer & Street Lighting, 03/09/2020

Annexation Area: Colonial Heights Area 7, Part C, Ord. No. 6254

Effective Date: 12/07/2012

POS, deadline: Water, Sewer & Street Lighting, 12/02/2017



Annexation Area: Colonial Heights Area 7, Part D, Ord. No. 6256

Effective Date: 12/07/2012

POS, deadline: Water, Sewer & Street Lighting, 12/02/2017

Annexation Area: Colonial Heights Area 6, Part E, Ord. No. 6265

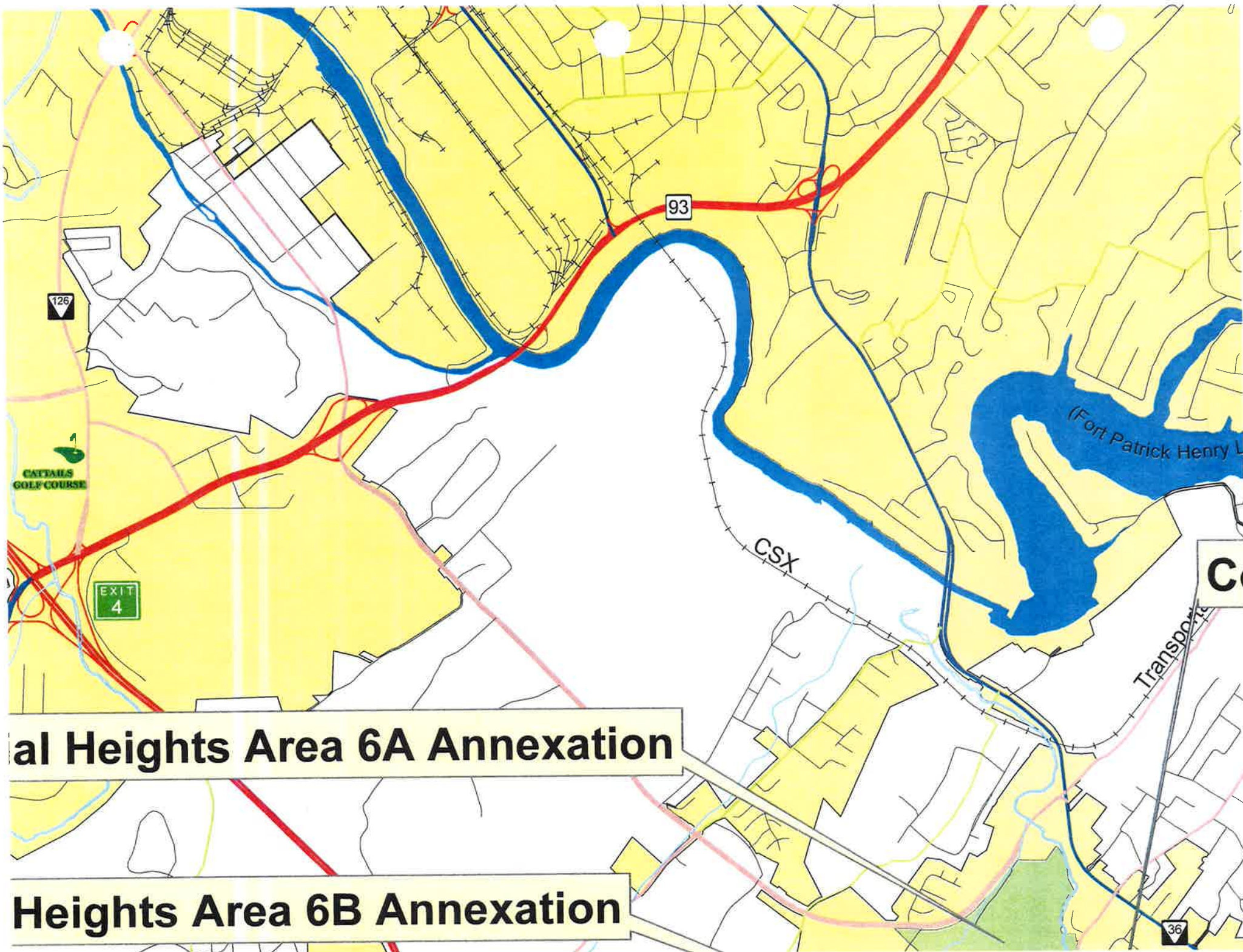
Effective Date: 12/07/2012

POS, deadline: Water, Sewer & Street Lighting, 12/02/2017

City of Kingsport

Angie Marshall, City Clerk.

P1T: 06/04/2017



**Al Heights Area 6A Annexation**

**Heights Area 6B Annexation**



2017 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR JUNE 2017

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

\*All items in yellow are up for their annual update\*

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

11-30-23 JB Dennis	6224	Aug 10, 2012	Under Const. By BUD August 10, 2017	Completed	Completed
12-301-00006 Colonial Heights Area 7 Part A	6238	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed
12-301-00007 Colonial Heights Area 7 Part B	6240	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed
12-301-00008 Colonial Heights Area 7 Part C	6254	Dec 7, 2012	December 2, 2017 Design in Progress	December 2, 2017 Design in Progress	Completed
12-301-00009 Colonial Heights Area 7 Part D	6256	Dec 7, 2012	December 2, 2017 Design in Progress	December 2, 2017 Design in Progress	Completed
12-301-00010 Colonial Heights Area 7 Part E	6265	Dec 21, 2012	December 2, 2017 Design in Progress	December 2, 2017 Design in Progress	Completed
<b>2014 Annexations</b>					
13-301-00012 Diana Rd 2 Annexation	6393	June 6, 2014	Completed	June 6, 2019	Completed
14-301-00007 Ridgecrest Annexation	6437	November 7, 2014	Completed	November 7, 2019	Completed
<b>2015 Annexations</b>					
14-301-00009 Ridgecrest 2 Annexation	6470	May 7, 2015	Completed	May 7, 2020	Completed
15-301-00003 Bays Mountain Park Rd Annexation	2016-015	September 4, 2015	Completed	Completed	Completed
15-301-00004 O'Neill Annexation	2016-016	November 20, 2015	Completed	Completed	Completed
<b>2016 Annexations</b>					
16-301-0001 Westbrook Drive Annexation	2016-168	July 7, 2016	Completed	Completed	Completed
16-301-00002 Camp Bays Mountain Annexation	2017-024	October 7, 2016	October 7, 2021	October 7, 2021	Completed
16-301-00003 4308 Grey Fox Drive	2017-034	November 5, 2016	Completed	November 5, 2021	Completed
16-301-0004 1392 Ridgecrest Avenue Annexation	2017-102	January 20, 2017	Completed	Completed	Completed
* All Annexation Plans of Services include Police & Fire Services, Electric Services, Solid Waste Disposal, Zoning Services , Recreational Facilities, Street Maintenance and City Schools. These services are established upon the effective date of the annexation*					





## AGENDA ACTION FORM

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

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

Action Form No.: AF-177-2017  
 Work Session: June 19, 2017  
 First Reading, June 20, 2017

Final Adoption: July 5, 2017  
 Staff Work By: Helen Whittaker  
 Presentation By: Chris McCart

### Recommendation:

Approve the Resolution and Ordinance to accept the donation of \$5,080.00 and appropriate funds.

### Executive Summary:

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

The Friends of the Library made donations to this project in 2016 and 2017. This additional donation of \$5,080 by the Friends will be added to the funds already donated to this project, bringing the total amount of donations in the special project account to \$20,000. This is the total amount needed to pay for the two drawings.

Special Project NC1706

### Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: js

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

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, the city would like to accept the donation from the Friends of the Kingsport Public Library in the amount of \$5,080.00 for artwork; and

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

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

Now therefore,

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

SECTION I. That the donation to the City of Kingsport for the Kingsport Public Library from the Friends of the Public Library in the amount of \$5,080.00 for the commissioning of artwork for the remodeled children's area for use by the public at the Kingsport Public Library is accepted.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. \_\_\_\_\_

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

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from the Friends of the Library in the amount \$5,080 to the Children's Artwork project (NC1706).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 111: General Project-Special Rev. Fund</u></b>			
<b><u>Children's Artwork project (NC1706)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-364-1000 From Individuals	1,000	0	1,000
111-0000-364-3000 From Non-Profit	13,929	5,080	19,009
<b><i>Totals:</i></b>	<b>14,929</b>	<b>5,080</b>	<b>20,009</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	14,929	5,080	20,009
<b><i>Totals:</i></b>	<b>14,929</b>	<b>5,080</b>	<b>20,009</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for FY17

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

Action Form No.: AF-178-2017  
Work Session: June 19, 2017  
First Reading: June 20, 2017

Final Adoption: July 5, 2017  
Staff Work By: Judy Smith  
Presentation By: Jeff Fleming

### Recommendation:

Approve the Ordinance.


### Executive Summary:

This ordinance is the year-end ordinance to appropriate \$1.3 million in excess revenue and expenditures to the projects that were listed as year-end CIP projects which include \$50,000 Dilapidated Structures, \$10,000 Mowing, Petworks New Shelter \$680,000, Traffic Signal Cabinet \$70,000, Information Technology Equipment \$50,000, Facilities Maintenance \$37,500, Economic Development Project \$200,000 and Street Sweeper \$250,000. The remaining projects are funded from excess debt service and general operating funds. These projects include General Projects \$778,923, and One Kingsport \$224,700.

The Bays Mountain Carpet project will be funded from the Visitors Enhancement Fund in the amount of \$20,000.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR  
THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$20,000 from the Visitors Enhancement Fund to the Bays Mountain Carpet Project (GP1749); and that the General Fund budget be amended by transferring \$300,000 to the Aquatic Center budget, by transferring \$190,000 to the Snow Removal (GP1741) by transferring \$50,000 to the Dilapidated Structures project (GP1742), by transferring \$10,000 to the Mowing project (NC1709), by transferring \$680,000 to the Petworks New Shelter project (GP1748), by transferring \$70,000 to the Traffic Signal Cabinet project (GP1743), by transferring \$50,000 to the Information Technology Equipment project, by transferring \$37,500 to the Facilities Maintenance project (GP1745), by transferring \$200,000 to the Economic Development project (GP1746), by transferring \$250,000 to the Street Sweeper project (GP1747), by transferring \$778,923 to the General Project (GP1750) and by transferring \$224,700 to the One Kingsport project (GP1702).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 135: Visitors Enhancement Fund</b>			
<b>Expenditures:</b>	\$	\$	\$
135-1015-405-9003 Improvements	105,415	(20,000)	85,415
135-4804-481-7036 General Project Fund	197,085	20,000	217,085
<b>Totals:</b>	<b>302,500</b>	<b>0</b>	<b>302,500</b>

<b>Fund 311: General Project Fund</b>			
<b>Bays Mountain Carpet (GP1749)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-91-6900 From Visitors Enhancement	0	20,000	20,000
<b>Totals:</b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	20,000	20,000
<b>Totals:</b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

<b>Fund 110: General Fund</b>			
<b>Revenues:</b>	\$	\$	\$
110-0000-332-0500 Hall Income Tax	750,000	178,300	928,300
110-0000-311-4000 Prior Years	775,000	76,900	851,900

110-0000-332-1000	State Rev./Sales Tax	3,999,400	230,000	4,229,400
110-0000-314-2000	Wholesale Liquor Tax	405,100	90,000	495,100
110-0000-348-8000	Engineering Services	500,000	709,750	1,209,750
110-0000-351-3065	Police Court Fines	400,000	78,800	478,800
<b>Totals:</b>		<b>6,829,500</b>	<b>1,363,750</b>	<b>8,193,250</b>

**Expenditures:**

		\$	\$	\$
110-1005-405-8080	Sullivan Co Econ Dev DS	214,300	(202,400)	11,900
110-4804-481-7025	School Fund DS-Princip.	2,156,700	(69,973)	2,086,727
110-4804-481-7028	School Fund DS-Interest	934,200	(49,611)	884,589
110-4804-481-7029	To Debt Service	8,208,550	(152,766)	8,055,784
110-4804-481-7023	To State Street Aid Fund	1,284,000	(180,000)	1,104,000
110-4804-481-7026	To Meadowview Fund	100,000	(100,000)	0
110-4810-481-2056	Repairs & Maint. Vehicles	517,473	(517,473)	0
110-4874-481-7423	Downtown TIF	142,550	(106,750)	35,800
110-4874-481-7424	Riverwalk TIF	20,000	(20,000)	0
110-4890-901-6001	Future Appropriations	78,400	(78,400)	
110-4804-481-7035	To Gen Proj-Special Rev.	1,521,637	10,000	1,531,637
110-4804-481-7036	To Gen Proj Fund	1,751,778	2,531,123	4,282,901
110-4804-481-7039	Aquatic Center Fund	0	300,000	300,000
<b>Totals:</b>		<b>16,929,588</b>	<b>1,363,750</b>	<b>18,293,338</b>

**Fund 211: Debt Service Fund**

**Revenues:**

		\$	\$	\$
211-0000-331-9700	Fed. Rev/ARRA Babs Int.	183,900	334	184,234
211-0000-361-1000	Earnings on Investments	60,000	25,018	85,018
211-0000-361-1006	QZAB-Investment Credit	69,800	93	69,893
211-0000-391-0100	From General Fund	8,208,550	(152,766)	8,055,784
211-0000-391-2100	From School Fund	3,530,600	(119,584)	3,411,016
<b>Totals:</b>		<b>12,052,850</b>	<b>(246,905)</b>	<b>11,805,945</b>

**Expenditures:**

		\$	\$	\$
211-4805-481-4006	Bond Principal-General	5,449,900	(67,796)	5,382,104
211-4805-481-4007	Bond Principal-School	2,571,300	(34,801)	2,536,499
211-4805-481-4009	Bond Interest-Schools	959,400	(6,342)	953,058
211-4805-481-4008	Bond Interest-General	3,120,600	(76,511)	3,044,089
211-4805-481-4013	Other Interest	100,000	(86,900)	13,100
211-4805-481-4012	Bank Service Charges	8,000	25,445	33,445
<b>Totals:</b>		<b>12,209,200</b>	<b>(246,905)</b>	<b>11,962,295</b>

**Fund 419: Aquatic Center Fund**

**Revenues:**

		\$	\$	\$
419-0000-391-0100	From General Fund	0	300,000	300,000
419-0000-392-0100	Fund Balance Approp.	95,454	(300,000)	204,546

**Totals:**

95,454	0	504,546
--------	---	---------

**Fund 311: General Project Fund**  
**Snow Removal (GP1741)****Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	190,000	190,000
0	190,000	190,000

**Expenditures:**

311-0000-601-2022 Construction Contracts

***Totals:***

\$	\$	\$
0	190,000	190,000
0	190,000	190,000

**Fund 311: General Project Fund**  
**Dilapidated Structures (GP1742)****Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	50,000	50,000
0	50,000	50,000

**Expenditures:**

311-0000-601-2022 Construction Contracts

***Totals:***

\$	\$	\$
0	50,000	50,000
0	50,000	50,000

**Fund 311: General Project-Special Rev. Fund**  
**Mowing (NC1709)****Revenues:**

111-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	10,000	10,000
0	10,000	10,000

**Expenditures:**

111-0000-601-2022 Construction Contracts

***Totals:***

\$	\$	\$
0	10,000	10,000
0	10,000	10,000

**Fund 311: General Project Fund**  
**Petworks New Shelter (GP1748)****Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	680,000	680,000
0	680,000	680,000

**Expenditures:**

311-0000-601-9002 Building

***Totals:***

\$	\$	\$
0	680,000	680,000
0	680,000	680,000

**Fund 311: General Project Fund**  
**Traffic Signal Cabinet (GP1743)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	70,000	70,000
<b>Totals:</b>	<b>0</b>	<b>70,000</b>	<b>70,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	0	70,000	70,000
<b>Totals:</b>	<b>0</b>	<b>70,000</b>	<b>70,000</b>

**Fund 311: General Project Fund**  
**Information Technology Equip. (GP1744)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Fund 311: General Project Fund**  
**Facilities Maintenance (GP1745)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	37,500	37,500
<b>Totals:</b>	<b>0</b>	<b>37,500</b>	<b>37,500</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	37,500	37,500
<b>Totals:</b>	<b>0</b>	<b>37,500</b>	<b>37,500</b>

**Fund 311: General Project Fund**  
**Economic Development Project (GP1746)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	200,000	200,000
<b>Totals:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2020 Professional Consultant	0	200,000	200,000
<b>Totals:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Fund 311: General Project Fund**  
**Street Sweeper (GP1747)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	250,000	250,000
<b>Totals:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	0	250,000	250,000
<b>Totals:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Fund 311: General Project Fund**  
**General Projects (GP1750)**

**Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	778,923	778,923
<b>0</b>	<b>778,923</b>	<b>778,923</b>

**Expenditures:**

311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
0	778,923	778,923
<b>0</b>	<b>778,923</b>	<b>778,923</b>

**Fund 311: General Project Fund**  
**One Kingsport (GP1702)**

**Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
650,000	224,700	874,700
<b>650,000</b>	<b>224,700</b>	<b>874,700</b>

**Expenditures:**

311-0000-601-2020 Professional Consultant

311-0000-601-2022 Construction Contracts

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

311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
50,000	0	50,000
200,000	224,700	424,700
100,000	0	100,000
300,000	0	300,000
<b>650,000</b>	<b>224,700</b>	<b>874,700</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Sewer Fund Budget

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

Action Form No.: AF-148-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, McReynolds, Austin, Ensor  
 Presentation By: McReynolds

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work session.

The proposed ordinance reflects no sewer rate increases.

The Sewer Fund Budget less transfers is \$10,842,700.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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



## AGENDA ACTION FORM

### Public Hearing and Ordinance to Adopt the FY17-18 Sewer Fund Budget

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

Action Form No.: AF-148-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, McReynolds, Austin, Ensor  
 Presentation By: McReynolds

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work session.

The proposed ordinance reflects no sewer rate increases.

The Sewer Fund Budget less transfers is \$10,842,700.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Js*

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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Sewer Fund of the City's annual operating budget for the fiscal year beginning July 1, 2017 and ending June 30, 2018 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Sewer Fund revenues for the FY17-18 Budget of \$14,774,800 less inter-fund transfers, \$3,902,100, Net Sewer Budget Revenues \$10,842,700 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2017-June 30, 2018.

412- Sewer Fund

<u>Revenues</u>		<u>Expenditures</u>	
Sewer Sales	\$13,130,500	Administration	\$ 1,308,400
Misc. Charges	9,500	Finance	205,000
Tap Fees	480,000	Sewer Plant	3,142,200
Penalties	150,000	Maintenance	1,860,400
Disposal Receipts	70,000	PILOT	838,000
Investments	192,100	Debt Service	5,955,000
Fund Balance Approp.	742,700	Capital	1,265,000
		Other Exp	200,800
Total Revenues	\$14,774,800	Total Expenditures	\$14,774,800
Less Inter-fund Transfers	3,902,100	Less Inter-fund Transfers	3,902,100
Total FY17-18 Revenues	\$10,842,700	Total FY17-18 Expenditures	\$10,842,700

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within



a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

VII. That the pay plan (step) merit increase is applicable to all employees of the City that qualify effective July 1, 2017.

Section VIII. That the Capital Improvements Plan (FY18-FY22) is hereby approved.

Section IX. That the Tennessee Consolidated Retirement System Rate be approved at 16.07% for current employees only. Employees hired after July 1, 2012 participate in a Defined Contribution Plan with a mandatory contribution of 5%. The City will match up to an additional 3%.

Section X. That this ordinance shall take effect on July 1, 2017, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
Angie Marshall  
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Water Fund Budget

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

Action Form No.: AF-149-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, McReynolds, Austin, Ensor  
 Presentation By: McReynolds

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work session.

The ordinance reflects no water rate increases.

The Water Fund budget less transfers is \$10,572,800.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: Js

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



## AGENDA ACTION FORM

### Public Hearing and Ordinance to Adopt the FY17-18 Water Fund Budget

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

Action Form No.: AF-149-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, McReynolds, Austin, Ensor  
 Presentation By: McReynolds

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work session.

The ordinance reflects no water rate increases.

The Water Fund budget less transfers is \$10,572,800.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: JS

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

PRE-FILED  
CITY RECORDER

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water Fund of the City's annual operating budget for the fiscal year beginning July 1, 2017 and ending June 30, 2018 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Water Fund revenues for the FY17-18 Budget of \$14,444,200 less inter-fund transfers, \$3,871,400 Net Water Budget Revenues \$10,572,800 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2017- June 30, 2018.

411- Water Fund

<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,511,100	Administration	\$1,544,500
Service Charges	395,000	Finance	548,900
Tap Fees	205,200	Water Plant	3,152,800
Penalties	162,000	Maintenance	3,149,000
Rental Income	13,000	Reading & Services	661,800
Investments	105,100	Pilot	653,000
Miscellaneous	6,500	Other Expenses	191,800
Installation Fees	154,300	Debt Service	3,762,400
Admin Service Recovery	162,000	Capital	780,000
<u>Fund Balance</u>	<u>730,000</u>		<u>0</u>
Total Revenues	\$14,444,200	Total Expenditures	\$14,444,200
<u>Less Inter-fund Transfers</u>	<u>3,871,400</u>	<u>Less Inter-fund Transfers</u>	<u>3,871,400</u>
<u>Total FY17-18 Revenues</u>	<u>\$10,572,800</u>	<u>Total FY17-18 Expenditures</u>	<u>\$10,572,800</u>

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation in the ensuing fiscal year only for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VII. That the pay plan (step) merit increase is applicable to all employees of the City that qualify, effective July 1, 2017.

Section VIII. That the Capital Improvements Plan (FY18-FY22) is hereby approved.

Section IX. That the Tennessee Consolidated Retirement System Rate will be approved at 16.07% for current employees only. Employees hired after July 1, 2012 will participate in a Defined Contribution plan with a mandatory contribution of 5%.

Section XI. That this ordinance shall take effect on July 1, 2017, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Budget

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

Action Form No.: AF-147-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith  
 Presentation By: Fleming

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 9 budget work session. As required by charter, it was published in the Times News on May 27, 2017.

The total revenue and expenditures less transfers (duplicates) for the FY17-18 budget for all funds are \$167,773,048. This excludes the water, sewer, and grant project funds. A separate ordinance for these funds will be presented.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: Js

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





## AGENDA ACTION FORM

### Public Hearing and Ordinance to Adopt the FY17-18 Budget

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

Action Form No.: AF-147-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith  
 Presentation By: Fleming

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 9 budget work session. As required by charter, it was published in the Times News on May 27, 2017.

The total revenue and expenditures less transfers (duplicates) for the FY17-18 budget for all funds are \$167,773,048. This excludes the water, sewer, and grant project funds. A separate ordinance for these funds will be presented.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JS*

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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2017 and ending June 30, 2018 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the total FY17-18 Budget of \$218,113,110 less inter-fund transfers, \$50,340,062, Net Total Budget Revenues \$167,773,048, are hereby appropriated.

The estimated expenditures for the Total FY17-18 Budget of \$218,113,110 less inter-fund transfers \$50,340,062, Net Total Budget Expenditures \$167,773,048 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2017 - June 30, 2018

110- General Fund

<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$40,890,700	Legislative	\$178,200
Gross Receipts Taxes	9,245,400	General Government	9,502,950
Licenses & Permits	485,900	Development Services Dept.	1,630,500
Fines & Forfeitures	895,700	Leisure Services Dept.	5,928,400
Investments	35,000	Police Department	12,055,550
Charges for Services	2,535,700	Fire Department	9,754,050
Other Revenue	369,300	Public Works Department	10,434,300
From Other Agencies	17,415,800	Transfers	29,577,862
State Shared	6,114,500	Other Expenses	973,488
<u>Fund Transfers</u>	<u>2,047,300</u>		
Total Revenues	\$80,035,300	Total Expenditures	\$80,035,300

211- Debt Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$8,781,400	Redemption of Serial Bonds	\$8,667,300
From School Fund	3,704,300	Interest on Bonds/Notes	4,052,200
Interest on Investments	320,000	Other Expenses	73,300
<u>Other Revenue</u>	<u>0</u>	<u>Bank Service Charges</u>	<u>12,900</u>
Total Revenues	\$12,805,700	Total Expenditures	\$12,805,700

417-Storm Water Utility Fund

<u>Revenues</u>		<u>Expenditures</u>	
<u>Storm Water Management</u>	<u>\$1,973,400</u>	<u>Operations</u>	<u>\$1,973,400</u>
Total Revenue	\$1,973,400	Total Expenditures	\$1,973,400

415- Solid Waste Management Fund

<u>Revenues</u>		<u>Expenditures</u>	
Refuse Collection Charges	\$2,439,800	Trash Coll.	\$788,200
Tipping Fees	250,000	Household Refuse Coll.	1,913,900
Backdoor Collection	23,000	Demolition Landfill	765,300
Tire Disposal	0	Recycling	813,100
Miscellaneous	128,700	Miscellaneous	96,000
From General Fund	1,934,100	Debt Service	399,100
<u>Recycling Proceeds</u>	<u>0</u>		
Total Revenues	\$4,775,600	Total Expenditures	\$4,775,600

## 420- MeadowView Conference Center Fund

<u>Revenues</u>		<u>Expenditures</u>	
Room Surcharge	\$184,600	Operations	841,850
Investments	18,250	Capital	40,000
From Reg. Sales Tx. Fund	1,902,700	Debt Service	1,424,000
FF&E Fees	200,300		
From General Fund	0		
Total Revenues	\$2,305,850	Total Expenditures	\$2,305,850

## 421- Cattails Golf Course Fund

<u>Revenues</u>		<u>Expenditures</u>	
Sales & Fees	\$950,000	Operations	\$1,080,400
Investments	0	Debt Service	37,700
From Regional Sales Tax Fund	163,050	Capital Outlay	30,000
From FF&E	35,050	Transfer to Capital Projects	0
Total Revenues	\$1,148,100	Total Expenditures	\$1,148,100

## 511- Fleet Internal Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
Charges/Sales & Serv.	\$4,809,500	Operations	\$10,996,900
Depreciation Recovery	2,656,700	Motor Pool	17,400
Investments	6,600		
From Fleet Reserve	3,541,500		
Total Revenues	\$11,014,300	Total Expenditures	\$11,014,300

## 615- Risk Management Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
Charges/Sales & Serv.	\$2,307,200	Administration & Prem	\$1,070,700
		Insurance Claims	1,236,500
Total Revenues	\$2,307,200	Total Expenditures	\$2,307,200

## 75- Health Insurance Fund

<u>Revenues</u>		<u>Expenditures</u>	
City Contribution	\$6,089,100	Administration	\$1,421,000
Employee Contributions	2,526,600	Insurance Claims	6,816,200
Fund Balance	200,300	Clinic Operations	644,600
Other Revenue	65,300		0
Investments	500		
Total Revenues	\$8,881,800	Total Expenditures	\$8,881,800

## 126- Criminal Forfeiture Fund

<u>Revenues</u>		<u>Expenditures</u>	
Contributions	6,000	Special Investigations	6,000
Total Revenues	\$6,000	Total Expenditures	\$6,000

## 127- Drug Fund

<u>Revenues</u>		<u>Expenditures</u>	
Fines/Forfeitures	\$12,100	Investigations	\$94,600
Judicial District	3,900	Supplies & Equipment	12,500
Court Fines & Costs/Local	80,300		
Fund Balance	60,800	Capital Outlay	50,000
Total Revenues	\$157,100	Total Expenditures	\$157,100

## 141 General Purpose School Fund

<u>Revenues</u>		<u>Expenditures</u>	
Taxes	\$30,137,000	Educational Services	\$70,404,300
From State of TN	30,166,000	To Debt Service Fund	3,704,300
From Federal Government	50,000	Transfers	2,343,200
Charges for Services	1,515,000	Capital Outlay	0
Direct Federal	57,500		
Miscellaneous	772,500		
From General Fund-MOE	10,465,300		

From General Fund-Debt	3,264,500		
Transfer to School Project	24,000		
Fund Balance Approp.	0		
Total Revenues	\$76,451,800	Total Expenditures	\$76,451,800

147 School Food & Nutrition Services Fund

<u>Revenues</u>		<u>Expenditures</u>	
Meals	\$3,357,600	Personnel Services	\$1,640,350
Investments	0	Commodities	1,778,050
From State of TN	32,000	Fixed Charges	18,700
Fund Balance	750,000	Transfers	7,500
Unrealized Commodity Value	230,000	Capital Outlay	925,000
Total Revenues	\$4,369,600	Total Expenditures	\$4,369,600

121 State Street Aid Fund

<u>Revenues</u>		<u>Expenditures</u>	
From State of TN	\$1,663,800	Operations	\$2,727,000
From General Fund	1,063,200		0
Fund Balance	0	Total Expenditures	\$2,727,000
Total Revenues	\$2,727,000		

130- Regional Sales Tax Fund

<u>Revenues</u>		<u>Expenditures</u>	
Local Option Sales Tax	\$3,828,200	To MeadowView Fund	\$1,902,700
Investments	0	To Cattails Fund	163,050
Fund Balance Approp.	0	To Aquatic Center	1,762,450
Total Revenues	\$3,828,200	Total Expenditures	\$3,828,200

620 Allendale Trust Fund

<u>Revenues</u>		<u>Expenditures</u>	
Investments	\$2,500	Maintenance	\$2,500
Fund Balance Appropriation			
Total Revenues	\$2,500	Total Expenditures	\$2,500

612 Bays Mountain Park Commission Fund

<u>Revenues</u>		<u>Expenditures</u>	
Investments	\$ 100	Maintenance	\$23,000
Donations	15,000	Contracts	23,000
Fund Balance	41,400	Capital Outlay	10,500
Total Revenues	\$56,500	Total Expenditures	\$56,500

617 Palmer Center Trust Fund

<u>Revenues</u>		<u>Expenditures</u>	
Investments	\$100	Donations & Grants	\$100
Total Revenues	\$100	Total Expenditures	\$100

611 Public Library Commission Fund

<u>Revenues</u>		<u>Expenditures</u>	
Investments	\$10	Supplies & Materials	\$10
Total Revenues	\$10	Total Expenditures	\$10

616 Senior Center Advisory Council Fund

<u>Revenues</u>		<u>Expenditures</u>	
Fees	\$283,800	Personal Services	18,300
Donations	63,700	Contractual	298,500
Fund Balance Appropriations	0	Supplies & Services	\$30,500
Investments	100	Other Expenses	300
Total Revenues	\$347,600	Total Expenditures	\$347,600

621 Steadman Cemetery Trust Fund

<u>Revenues</u>	<u>Expenditures</u>
-----------------	---------------------

Fund Balance Appropriations	\$2,500		
Investments	50	Maintenance	\$2,550
Total Revenues	\$2,550	Total Expenditures	\$2,550
135 Visitor's Enhancement Fund			
Revenues		Expenditures	
Tax -Other-Room Occupancy	\$405,000	Operations	\$81,900
Reserves	0	Transfers	323,100
Total Revenues	\$405,000	Total Expenditures	\$405,000
626 Retiree's Insurance Fund			
Revenues		Expenditures	
City Contributions	\$750,000	Administration	\$68,600
Employee Contributions	261,600	Insurance Claims	1,100,000
Earnings on Investment	500		
Health Insurance Fund	0		
Reserves	56,500		
Total Revenues	\$1,068,600	Total Expenditures	\$1,068,600
419 Aquatic Center Fund			
Revenues		Expenditures	
Donations	\$62,000	Operations	\$1,992,800
Sales/Fees	1,618,850	Debt Service	1,450,500
Regional Sales Tax	1,762,450		
Total Revenues	\$3,443,300	Total Expenditures	\$3,443,300

#### ALL FUNDS' REVENUE SUMMARY

Gross Revenues	\$218,113,110
Less Inter-fund Transfers	\$50,340,062
Total FY17-18 Revenues	\$167,773,048

#### ALL FUNDS' EXPENDITURE SUMMARY

Gross Expenditures	\$218,113,110
Less Inter-fund Transfers	\$50,340,062
Total FY17-18 Expenditures	\$167,773,048

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VI. The General Fund Capital Improvements Plan (FY18-FY22) is hereby approved.

Section VII. That the Pay Plan step (merit) increases is applicable to all employees of the City and is hereby approved effective July 1, 2017.

Section VIII. That the retirees Health Insurance will possibly increase 5% for FY18.

Section IX. That the Tennessee Consolidated Retirement System Rate will be approved at 16.07% for current employees only and the employees under the bridge will be 19.57%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section X. That the police vehicle replacement is extended to eight years.

Section XI. That the tax rate is set at the state certified rate of \$1.9750 for Sullivan County inside city residents and \$1.9750 for Hawkins County inside city rates beginning July 1, 2017.

Section XII. That this ordinance shall take effect on July 1, 2017, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Accept Donations for Veterans Memorial

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

Action Form No.: AF-131-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Chris McCartt  
 Presentation By: Chris McCartt

### Recommendation:

Approve the ~~Resolution and Ordinance~~.

### Executive Summary:

Individual donations were given to the Veterans Memorial in memory of Mr. Jim Erwin as well as a donation from Signature Properties from earned commission. \$239.56 will be deposited in project GP1540 and will be used for future maintenance or capital improvements to the memorial. Staff recommends accepting the donations.

### Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: 

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



## AGENDA ACTION FORM

### Accept Donations for Veterans Memorial

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

Action Form No.: AF-131-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Chris McCartt  
 Presentation By: Chris McCartt

### Recommendation:


Approve the Resolution and Ordinance.

### Executive Summary:

Individual donations were given to the Veterans Memorial in memory of Mr. Jim Erwin as well as a donation from Signature Properties from earned commission. \$239.56 will be deposited in project GP1540 and will be used for future maintenance or capital improvements to the memorial. Staff recommends accepting the donations.

### Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: 

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING A DONATION FOR THE  
VETERANS MEMORIAL

WHEREAS, donations in the amount of \$239.56 have been received for the Veterans Memorial in memory of Mr. Jim Erwin from individuals as well as a donation from Signature Properties from earned commission ; and

WHEREAS, the funds will be used for future maintenance or capital improvements to the memorial.

Now therefore,

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

SECTION I. That the donation to the city in the amount of \$239.56 for the Veterans Memorial in memory of Mr. Jim Erwin, is accepted and will be used for future maintenance or capital improvement to the veterans memorial.

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

ADOPTED this the 6th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE VETERANS MEMORIAL PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating donated funds in the amount of \$239 to the Veterans Memorial project (GP1540). Individual donations were given to the Veterans Memorial from Signature Properties and in memory of Mr. Jim Erwin.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b>Veterans Memorial (GP1540)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-364-1000 From Individuals	38,669	239	38,908
311-0000-364-2000 From Corporations	13,000	0	13,000
311-0000-364-3000 From Non-Profit	186,316	0	186,316
311-0000-368-1047 Series 2014A GO Bonds	75,000	0	75,000
311-0000-391-0100 From General Fund	60,800	0	60,800
311-0000-391-6900 Visitors Enhancement Fund	3,510	0	3,510
<b>Totals:</b>	<b>377,295</b>	<b>239</b>	<b>377,534</b>
<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	335,609	3,273	338,882
311-0000-601-2023 Arch/Eng/Landscaping	36,923	(3,873)	33,050
311-0000-601-2075 Temporary Employees	4,263	115	4,378
311-0000-601-3010 Office Supplies	26	685	711
311-0000-601-3022 Maintenance Supplies	474	39	513
<b>Totals:</b>	<b>377,295</b>	<b>239</b>	<b>377,534</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

**J. MICHAEL BILLINGSLEY, City Attorney**

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-150-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Frye  
 Presentation By: Fleming, Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY17-18 budget is \$3,943,194.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-150-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Frye  
 Presentation By: Fleming, Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY17-18 budget is \$3,943,194.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *je*

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

ORDINANCE NO. \_\_\_\_\_

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the PL93-380 Grant Project Fund for the PL93-380 Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the PL93-380 Grant Project Fund as received.

SECTION III. That the PL93-380 Grant Project Fund budget providing for receipt and appropriation of PL93-380 Grant Funds is hereby established as follows:

**School Grant Projects Fund -- 142**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	<u>\$ 3,943,194</u>
<b>Total Revenues</b>	<b><u>\$ 3,943,194</u></b>
<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 2,119,484
Support Services	1,642,572
To School Fund	28,242
To Risk Fund	14,424
To Consolidated Admin.	<u>138,472</u>
<b>Total Expenditures</b>	<b><u>\$ 3,943,194</u></b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2017, the public welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-151-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Frye  
 Presentation By: Fleming, Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,261,652.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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





## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-151-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Frye  
 Presentation By: Fleming, Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,261,652.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *js*

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

ORDINANCE NO. \_\_\_\_\_

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the Special School Grant Project Fund 145 for the Special School Projects Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the Special School Grant Project Fund 145 as received.

SECTION III. That the Special School Grant Project Fund 145 budget providing for receipt and appropriation of Special School Project Funds is hereby established as follows:

**School Grant Projects Fund -- 145**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	\$ 0
State Grant	\$ 1,118,969
Local Revenue	\$ 50,000
From School Fund - 141	\$ 92,683
<b>Total Revenues</b>	<b>\$ 1,261,652</b>

<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 545,512
Support Services	\$ 462,368
Non-Instructional	\$ 249,450
Capital Outlay	\$ 0
To Risk Fund	\$ 4,322
<b>Total Expenditures</b>	<b>\$ 1,261,652</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2017, the public welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Urban Mass Transit Budget

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

Action Form No.: AF-152-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Taylor  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$2,133,761.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: js

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



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Urban Mass Transit Budget

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

Action Form No.: AF-152-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Taylor  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$2,133,761.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: je

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO APPROPRIATE URBAN MASS  
TRANSIT GRANT PROJECT FUNDS AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Trans Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$2,133,761.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Urban Mass Transit Grant Project Fund 123 as received.

SECTION III. That the Urban Mass Transit Grant Project Fund 123 budget providing for receipt and appropriation of Urban Mass Transit Project Funds is hereby established as follows:

**Urban Mass Transit Projects Fund -- 123**

**Revenues**

<u>Revenue Category</u>	<u>Original Budget</u>	
<b>Capital:</b>		
Federal Transit Administration	\$ 460,300	
Tennessee Dept. of Transportation	49,850	
General Fund	49,850	\$ 560,000
<b>Operating:</b>		
Federal Transit Administration	\$ 726,381	
Tennessee Dept. of Transportation	363,190	
Program Income:		
RCAT	49,000	
Bus Fares	72,000	
General Fund	363,190	\$ 1,573,761
<b>Total Revenues</b>		<b>\$ 2,133,761</b>

**Expenditure**

<u>Expenditure Category</u>	<u>Original Budget</u>	
<b>Capital:</b>		
Vehicle Purchase	410,000	
Vehicle Prev. Maint.	\$ 150,000	\$ 560,000
<b>Operating:</b>		
Personal Services	\$ 1,130,561	
Contractual Services	401,700	
Commodities	34,500	
Insurance	7,000	\$ 1,573,761
<b>Total Expenditures</b>		<b>\$ 2,133,761</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. 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:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF-153-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Albright  
 Presentation By: McReynolds

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$362,425.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: Ja

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





## AGENDA ACTION FORM

### Ordinance to Adopt the FY17-18 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF-153-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Smith, Albright  
 Presentation By: McReynolds

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$362,425.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available:   *Ja*  

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

PRE-FILED  
CITY RECORDER

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION  
PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$362,425.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Metropolitan Planning Grant Project Fund 122 as received.

Section III. That the Metropolitan Planning Grant Project Fund 122 budget providing for receipt and appropriation of Metropolitan Planning Grant Project Funds is hereby established as follows:

<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$ 45,918	Personal Services	\$284,375
Federal FHWA TN	237,232	Contract Services	65,300
General Fund	66,322	Commodities	7,550
VDot-FHWA	9,250	Capital Outlay	5,000
V Dot-Sec 5303	3,703	Insurance	200
<b>Total Revenues</b>	<u><b>\$362,425</b></u>	<b>Total Expenditures</b>	<u><b>\$362,425</b></u>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### **Ordinance Transferring Funds to the Sullivan Street and Clay Street Intersection Signal Installation Project**

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

Action Form No.: AF-155-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

**Final Adoption:** June 20, 2017  
**Staff Work By:** M. Thompson, T. Elsea  
**Presentation By:** Ryan McReynolds

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

Bids were opened May 25, 2017 for signal installation at the intersection of Sullivan Street and Clay Street. Two (2) bids were received, and the apparent low base bid for this project is \$179,260.00. This project includes demolition, concrete sidewalk, signal equipment, roadway markings, and maintenance of local traffic along with associated items.

A budget ordinance transferring funds to GP1740 in the total amount of \$200,000.00 is required. This will also allow the closeout of GP1017 and GP1414.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE SULLIVAN AND CLAY SIGNAL PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring \$8,428 from the Bridge Repair/Improvements project (GP1017), \$26,927 from the 2011 GO Road Design project (GP1208), and \$167,151 from the Lincoln Street Improvements project (GP1414) to the Sullivan and Clay Signal project (GP1740) and \$417 to the Lincoln St Improvements project (GP1414). The projects to be closed are GP1017 and GP1414.

**Account Number/Description:**

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
---------------	--------------------------	-------------------

**Fund 311: General Project Fund****Bridge Repair/Improvements (GP1017)****Revenues:**

311-0000-368-1037 Series 2009 D (BABS) GO	\$ 10,069	\$ (1,290)	\$ 8,779
311-0000-368-2101 Premium From Bond Sale	7,423	(7,138)	285
<b>Totals:</b>	<b>17,492</b>	<b>(8,428)</b>	<b>9,064</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	\$ 1,872	\$ 0	\$ 1,872
311-0000-601-2023 Arch/Eng/Landscaping	7,500	(7,500)	0
311-0000-601-4041 Bond Sale Expense	3,482	(928)	2,554
311-0000-601-9003 Improvements	4,638	0	4,638
<b>Totals:</b>	<b>17,492</b>	<b>(8,428)</b>	<b>9,064</b>

**Fund 311: General Project Fund****2011 GO Road Design (GP1208)****Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp	\$ 361,820	\$ (26,927)	\$ 334,893
311-0000-368-2101 Premium From Bond Sale	12,238	0	12,238
<b>Totals:</b>	<b>374,058</b>	<b>(26,927)</b>	<b>347,131</b>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping	\$ 353,110	\$ (26,927)	\$ 326,183
311-0000-601-4041 Bond Expense	20,948	0	20,948
<b>Totals:</b>	<b>374,058</b>	<b>(26,927)</b>	<b>347,131</b>

**Fund 311: General Project Fund**  
**Lincoln St Improvements (GP1414)**

**Revenues:**

	\$	\$	\$
311-0000-364-2000 From Corporations	0	29,854	29,854
311-0000-368-1040 Series 2011 GO Pub Imp	105,184	417	105,601
311-0000-368-1046 Series 2013B GO Pub Imp	93,757	0	93,757
311-0000-368-2101 Premium From Bond Sale	6,059	0	6,059
<b>Totals:</b>	<b>205,000</b>	<b>30,271</b>	<b>235,271</b>

**Expenditures:**

	\$	\$	\$
311-0000-601-2022 Construction Contracts	35,000	30,271	65,271
311-0000-601-2023 Arch/Eng/Landscaping	55,000	0	55,000
311-0000-601-4041 Bond Sale Expense	1,161	0	1,161
311-0000-601-9001 Land	113,839	0	113,839
<b>Totals:</b>	<b>205,000</b>	<b>30,271</b>	<b>235,271</b>

**Fund 311: General Project Fund**  
**Lincoln St Improvements (GP1414)**

**Revenues:**

	\$	\$	\$
311-0000-364-2000 From Corporations	29,854	0	29,854
311-0000-368-1040 Series 2011 GO Pub Imp	105,601	(67,335)	38,266
311-0000-368-1046 Series 2013B GO Pub Imp	93,757	(93,757)	0
311-0000-368-2101 Premium From Bond Sale	6,059	(6,059)	0
<b>Totals:</b>	<b>234,854</b>	<b>(167,151)</b>	<b>68,120</b>

**Expenditures:**

	\$	\$	\$
311-0000-601-2022 Construction Contracts	65,271	(35,915)	29,356
311-0000-601-2023 Arch/Eng/Landscaping	55,000	(16,236)	38,764
311-0000-601-4041 Bond Sale Expense	1,161	(1,161)	0
311-0000-601-9001 Land	113,839	(113,839)	0
<b>Totals:</b>	<b>234,854</b>	<b>(167,151)</b>	<b>68,120</b>

**Fund 311: General Project Fund**  
**Sullivan and Clay Signal (GP1740)**

**Revenues:**

	\$	\$	\$
311-0000-368-1037 Series 2009 D (BABS) GO	0	1,290	1,290
311-0000-368-1040 Series 2011 GO Pub Imp	0	93,845	93,845
311-0000-368-1046 Series 2013B GO Pub Imp	0	93,757	93,757
311-0000-368-1051 Series 2015 A (Oct) GO PI	50,000	0	50,000
311-0000-368-2101 Premium From Bond Sale	0	13,197	13,197
<b>Totals:</b>	<b>50,000</b>	<b>202,089</b>	<b>252,089</b>

**Expenditures:**

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	12,000	12,000
311-0000-601-4041 Bond Sale Expense	0	2,089	2,089
311-0000-601-9001 Land	10,000	0	10,000
311-0000-601-9003 Improvements	40,000	188,000	228,000
<b>Totals:</b>	<b>50,000</b>	<b>202,089</b>	<b>252,089</b>

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

### **Ordinance Transferring Funds to the Sullivan Street and Clay Street Intersection Signal Installation Project**

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

Action Form No.: AF-155-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: M. Thompson, T. Elsea  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Ordinance.


#### **Executive Summary:**

Bids were opened May 25, 2017 for signal installation at the intersection of Sullivan Street and Clay Street. Two (2) bids were received, and the apparent low base bid for this project is \$179,260.00. This project includes demolition, concrete sidewalk, signal equipment, roadway markings, and maintenance of local traffic along with associated items.

A budget ordinance transferring funds to GP1740 in the total amount of \$200,000.00 is required. This will also allow the closeout of GP1017 and GP1414.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: 

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



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL  
PROJECT FUND BUDGET BY TRANSFERRING  
FUNDS TO THE SULLIVAN AND CLAY SIGNAL  
PROJECT FOR THE YEAR ENDING JUNE 30, 2017;  
AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring \$7,500 from the Bridge Repair/Improvements project (GP1017), \$26,510 from the 2011 GO Road Design project (GP1208), and \$165,990 from the Lincoln Street Improvements project (GP1414) to the Sullivan and Clay Signal project (GP1740). The total amount transferred is \$200,000. The projects to be closed are GP1017 and GP1414.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 311: General Project Fund</u></b>			
<b><u>Bridge Repair/Improvements (GP1017)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1037 Series 2009 D (BABS) GO	10,069	(1,290)	8,779
311-0000-368-2101 Premium From Bond Sale	7,423	(6,210)	1,213
<b>Totals:</b>	<b>17,492</b>	<b>(7,500)</b>	<b>9,992</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,872	0	1,872
311-0000-601-2023 Arch/Eng/Landscaping	7,500	(7,500)	0
311-0000-601-4041 Bond Sale Expense	3,482	0	3,482
311-0000-601-9003 Improvements	4,638	0	4,638
<b>Totals:</b>	<b>17,492</b>	<b>(7,500)</b>	<b>9,992</b>

<b><u>Fund 311: General Project Fund</u></b>			
<b><u>2011 GO Road Design (GP1208)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	361,820	(26,510)	335,310
311-0000-368-2101 Premium From Bond Sale	12,238	0	12,238
<b>Totals:</b>	<b>374,058</b>	<b>(26,510)</b>	<b>347,548</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	353,110	(26,510)	326,600
311-0000-601-4041 Bond Expense	20,948	0	20,948
<b>Totals:</b>	<b>374,058</b>	<b>(26,510)</b>	<b>347,548</b>

**Fund 311: General Project Fund  
Lincoln St Improvements (GP1414)**

**Revenues:**

311-0000-364-2000 From Corporations  
311-0000-368-1040 Series 2011 GO Pub Imp  
311-0000-368-1046 Series 2013B GO Pub Imp  
311-0000-368-2101 Premium From Bond Sale

**Totals:**

\$	\$	\$
0	29,854	29,854
105,184	0	105,184
93,757	0	93,757
6,059	0	6,059
<b>205,000</b>	<b>29,854</b>	<b>234,854</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts  
311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-4041 Bond Sale Expense  
311-0000-601-9001 Land

**Totals:**

\$	\$	\$
35,000	29,854	64,854
55,000	0	55,000
1,161	0	1,161
113,839	0	113,839
<b>205,000</b>	<b>29,854</b>	<b>234,854</b>

**Fund 311: General Project Fund  
Lincoln St Improvements (GP1414)**

**Revenues:**

311-0000-364-2000 From Corporations  
311-0000-368-1040 Series 2011 GO Pub Imp  
311-0000-368-1046 Series 2013B GO Pub Imp  
311-0000-368-2101 Premium From Bond Sale

**Totals:**

\$	\$	\$
29,854	(29,854)	0
105,184	(42,379)	62,805
93,757	(93,757)	0
6,059	0	6,059
<b>234,854</b>	<b>(165,990)</b>	<b>68,864</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts  
311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-4041 Bond Sale Expense  
311-0000-601-9001 Land

**Totals:**

\$	\$	\$
64,854	(35,915)	28,939
55,000	(16,236)	38,764
1,161	0	1,161
113,839	(113,839)	0
<b>234,854</b>	<b>(165,990)</b>	<b>68,864</b>

**Fund 311: General Project Fund  
Sullivan and Clay Signal (GP1740)**

**Revenues:**

311-0000-364-2000 From Corporations  
311-0000-368-1037 Series 2009 D (BABS) GO  
311-0000-368-1040 Series 2011 GO Pub Imp  
311-0000-368-1046 Series 2013B GO Pub Imp  
311-0000-368-1051 Series 2015 A (Oct) GO PI  
311-0000-368-2101 Premium From Bond Sale

**Totals:**

\$	\$	\$
0	29,854	29,854
0	1,290	1,290
0	68,889	68,889
0	93,757	93,757
50,000	0	50,000
0	6,210	6,210
<b>50,000</b>	<b>200,000</b>	<b>250,000</b>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-9001 Land  
311-0000-601-9003 Improvements

**Totals:**

\$	\$	\$
0	12,000	12,000
10,000	0	10,000
40,000	188,000	228,000
<b>50,000</b>	<b>200,000</b>	<b>250,000</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance Providing for the FY18 Community Development Block Grant Budget

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

Action Form No.: AF-159-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Haga, Smith  
 Presentation By: Lynn Tully, AICP

#### Recommendation:

Approve 2018 CDBG Budget Ordinance.

#### Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in May. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

#### Attachments:

1. CDBG Budget Ordinance

Funding source appropriate and funds are available: Js

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



## AGENDA ACTION FORM

### Ordinance Providing for the FY18 Community Development Block Grant Budget

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

Action Form No.: AF-159-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Haga, Smith  
 Presentation By: Lynn Tully, AICP

#### Recommendation:

Approve 2018 CDBG Budget Ordinance.

#### Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in May. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

#### Attachments:

1. CDBG Budget Ordinance

Funding source appropriate and funds are available: *JK*

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2018; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$342,166.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
COMMUNITY DEVELOPMENT FUND Appropriation			
<b>CD1801</b>	<b>CDBG Administration</b>		
124-0000-603-1010	Salaries	\$29,239	
124-0000-603-1020	Social Security	\$ 5,058	
124-0000-603-1030	Health Insurance	\$13,600	
124-0000-603-1040	Retirement	\$10,506	
124-0000-603-1050	Life Insurance	\$ 209	
124-0000-603-1052	Long Term Disability	\$ 225	
124-0000-603-1060	Workman's Compensation	\$ 106	
124-0000-603-1061	Unemployment Insurance	\$ 40	
124-0000-603-2010	Advertising and Publication	\$ 500	
124-0000-603-2021	Accounting/Auditing	\$ 1,200	
124-0000-603-2034	Telephone	\$ 1,000	
124-0000-603-2040	Travel	\$ 5,000	
124-0000-603-2043	Dues/Membership	\$ 1,000	
124-0000-603-3010	Office Supplies	\$ 500	
124-0000-603-3011	Postage	\$ 250	
124-0000-331-1000	Community Development Block Grant		\$68,433
<b>CD1804</b>	<b>KAHR Program</b>		
124-0000-603-1010	Salaries	\$ 43,201	
124-0000-603-4023	Grants	\$ 85,532	
124-0000-331-1000	Community Development Block Grant		\$ 128,733
<b>CD1805</b>	<b>Community Enrichment</b>		
124-0000-603-4023	Grants	\$ 35,000	
124-0000-331-1000	Community Development Block Grant		\$ 35,000
<b>CD1825</b>	<b>Code Enforcement</b>		
124-0000-603-1010	Salaries	\$ 40,000	
124-0000-331-1000	Community Development Block Grant		\$ 40,000
<b>CD1835</b>	<b>HOPE VI – Section 108</b>		
124-0000-603-4023	Grants	\$ 70,000	
124-0000-331-1000	Community Development Block Grant		\$ 70,000

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

\_\_\_\_\_  
JOHN CLARK  
Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

PASSED ON 1<sup>ST</sup> READING: \_\_\_\_\_

PASSED ON 2<sup>ND</sup> READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Ordinance Amending City Code Sections 62-72 and 66-102 Pertaining to Weapons

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

Action Form No.: AF-135-2017  
 Work Session: June 5, 2017  
 First Reading: June 6, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Mike Billingsley  
 Presentation By: Mike Billingsley

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

With the expected enactment of House bill 508 that allows an individual to sue the city for an ordinance that violates T.C.A. section 39-17-1314, it is advisable to delete city code Section 66-72, pertaining to carrying weapons, and amend Section 66-102 pertaining to projectile weapons or devices by added language that the section does not apply to firearms, ammunition, knives.

The attached ordinance makes the changes to the city code mentioned above to comply with T.C.A. section 39-17-1314, as amended by the Tennessee General Assembly during the last legislative session.

#### Attachments:

1. Ordinance
2. Code sections showing changes
3. Copy of enrolled bill from the General Assembly

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





## AGENDA ACTION FORM

### Ordinance Amending City Code Sections 62-72 and 66-102 Pertaining to Weapons

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

Action Form No.: AF-135-2017  
 Work Session: June 5, 2017  
 First Reading: N/A

Final Adoption: June 6, 2017  
 Staff Work By: Mike Billingsley  
 Presentation By: Mike Billingsley

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

With the expected enactment of House bill 508 that allows an individual to sue the city for an ordinance that violates T.C.A. section 39-17-1314, it is advisable to delete city code Section 66-72, pertaining to carrying weapons, and amend Section 66-102 pertaining to projectile weapons or devices by added language that the section does not apply to firearms, ammunition, knives.

The attached ordinance makes the changes to the city code mentioned above to comply with T.C.A. section 39-17-1314, as amended by the Tennessee General Assembly during the last legislative session.

#### Attachments:

1. Ordinance
2. Code sections showing changes
3. Copy of enrolled bill from the General Assembly

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING AND DELETING SECTION 62-72 PERTAINING TO CARRYING WEAPONS AND AMENDING SECTION 66-102 PERTAINING TO PROJECTILE WEAPONS OR DEVICES OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That Section 62-72 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby repealed and deleted, and the remaining sections in that article are renumbered accordingly.

SECTION II. That Section 66-102 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 66-102. Projectile weapons or devices.

(a) It shall be unlawful for any person to discharge or be in possession of any bow and arrow, crossbow, rubber flippers, blowgun, slingshot, airgun or other weapon listed in T.C.A. § 39-17-1302, other than firearms, ammunition for firearms, components of firearms, or knives, while in or upon or traversing, using or crossing any public park, greenbelt, playground, nature preserve, civic center or building or facility, area or property owned, used or operated by the city for park or recreational purposes, or nature preserve established, provided or controlled by the city, within or without the corporate limits thereof.

(b) Subsection (a) of this section shall not apply to the following:

(1) Duly authorized law enforcement officers within the course and scope of their official duties or to employees of Bays Mountain Park when so authorized by the director of Bays Mountain Park.

(2) Only to the extent a person strictly conforms the person's behavior to the requirements of one of the following:

a. A person hunting during the lawful hunting season on lands owned by the city and designated as open to hunting by law or by the appropriate official;

b. A person possessing unloaded hunting weapons, other than firearms, ammunition for firearms, components of firearms, or knives, while traversing the grounds of any public recreational building or property for the purpose of gaining access to public or private lands open to hunting with the intent to hunt on the public or private lands unless the public recreational building or property is posted prohibiting entry; or

c. A person entering the property for the sole purpose of delivering or picking up passengers and who does not remove any weapon, other than firearms, ammunition for firearms, or knives, from the vehicle or utilize it in any manner.

(3) At any time the person's behavior no longer strictly conforms to one of the classifications in subsection (b)(2) of this section, the person shall be subject to the

provisions of subsection (a) of this section.

(c) Nothing herein shall be construed to regulate the possession of firearms, ammunition, components of firearms, or knives.

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

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PASSED ON 1ST READING .

PASSED ON 2ND READING \_\_\_\_\_

Sec. 66-102. Projectile weapons or devices.

(a) It shall be unlawful for any person to discharge or be in possession of any bow and arrow, crossbow, rubber flippers, blowgun, slingshot, airgun or other weapon listed in T.C.A. § 39-17-1302, other than firearms, ammunition for firearms, components of firearms, or knives, while in or upon or traversing, using or crossing any public park, greenbelt, playground, nature preserve, civic center or building or facility, area or property owned, used or operated by the city for park or recreational purposes, or nature preserve established, provided or controlled by the city, within or without the corporate limits thereof.

(b) Subsection (a) of this section shall not apply to the following:

(1) Duly authorized law enforcement officers within the course and scope of their official duties or to employees of Bays Mountain Park when so authorized by the director of Bays Mountain Park.

(2) Only to the extent a person strictly conforms the person's behavior to the requirements of one of the following:

a. A person hunting during the lawful hunting season on lands owned by the city and designated as open to hunting by law or by the appropriate official;

b. A person possessing unloaded hunting weapons, other than firearms ammunition for firearms, components of firearms, or knives, while traversing the grounds of any public recreational building or property for the purpose of gaining access to public or private lands open to hunting with the intent to hunt on the public or private lands unless the public recreational building or property is posted prohibiting entry; or

c. A person entering the property for the sole purpose of delivering or picking up passengers and who does not remove any weapon, other than firearms, ammunition for firearms, components of firearms, or knives, from the vehicle or utilize it in any manner.

(3) At any time the person's behavior no longer strictly conforms to one of the classifications in subsection (b)(2) of this section, the person shall be subject to the provisions of subsection (a) of this section.

(c) Nothing herein shall be construed to regulate the possession of firearms, ammunition, components of firearms, or knives.

# ENROLLED COPY

## HOUSE BILL NO. 508

By Representatives Lamberth, Holt, Casada, Williams, Eldridge, Rogers, Halford, Faison, Goins, Farmer, Dawn White, Hawk, Butt, Littleton, Coley, Matheny, Pody, Rudd, Powers, Van Huss, Matthew Hill, Timothy Hill, Ragan, Jerry Sexton, Terry, Gravitt, Byrd, Kumar, Sanderson, Crawford, Weaver, Matlock, Daniel, Zachary, Reedy, Sherrell, Gant

Substituted for: Senate Bill No. 445

By Senators Stevens, Bailey, Bowling

AN ACT to amend Tennessee Code Annotated, Title 29, Chapter 20 and Title 39, Chapter 17, Part 13, relative to firearms.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 39-17-1314, is amended by adding the following as new subsections:

(g)

(1) Notwithstanding title 29, chapter 20, a party who is adversely affected by an ordinance, resolution, policy, rule, or other enactment that is adopted or enforced by a county, city, town, municipality, or metropolitan government or any local agency, department, or official that violates this section may file an action in a court of competent jurisdiction against the county, city, town, municipality, or metropolitan government for:

(A) Declaratory and injunctive relief; and

(B) Damages, as provided in subsection (i).

(2) This subsection (g) shall apply to any ordinance, resolution, policy, rule, or other enactment that is adopted or enforced on or after July 1, 2017.

(h) As used in subsection (g), a party is "adversely affected" if:

(1) The party is an individual who:

(A) Lawfully resides within the United States;

(B) May legally possess a firearm under Tennessee law; and

(C) Is or was subject to the ordinance, resolution, policy, rule, or other enactment that is the subject of an action filed under subsection (g). An individual is or was subject to the ordinance, resolution, policy, rule, or other enactment if the individual is or was physically present within the boundaries of the political subdivision for any reason; or

(2) The party is a membership organization that:

(A) Includes two (2) or more individuals described in subdivision (h)(1); and

(B) Is dedicated in whole or in part to protecting the rights of persons who possess, own, or use firearms for competitive, sporting, defensive, or other lawful purposes.

(i) A prevailing plaintiff in an action under subsection (g) is entitled to recover from the county, city, town, municipality, or metropolitan government the following:

(1) The greater of:

(A) Actual damages, including consequential damages, attributable to the ordinance, resolution, policy, rule, or other enactment; or

(B) Three (3) times the plaintiff's attorney's fees;

(2) Court costs, including fees; and

(3) Reasonable attorney's fees; provided, that attorney's fees shall not be awarded under this subdivision (i)(3) if the plaintiff recovers under subdivision (i)(1)(B).

SECTION 2. Tennessee Code Annotated, Title 29, Chapter 20, Part 2, is amended by adding the following as a new section:

Immunity from suit of all governmental entities is removed for causes of action brought under § 39-17-1314(g)-(i).

SECTION 3. Tennessee Code Annotated, Section 39-17-1359, is amended by adding the following new subsection (g):

(1) Except as provided in subdivision (g)(2), nothing in this section shall authorize an entity of local government or a permittee thereof to enact or enforce a prohibition or restriction on the possession of a handgun by a handgun carry permit holder on property owned or administered by the entity unless the following are provided at each public entrance to the property:

(A) Metal detection devices;

(B) At least one (1) law enforcement or private security officer who has been adequately trained to conduct inspections of persons entering the property by use of metal detection devices; and

(C) That each person who enters the property through the public entrance when the property is open to the public and any bag, package, and other container carried by the person is inspected by a law enforcement or private security officer described in subdivision (g)(1)(B) or an authorized representative with the authority to deny entry to the property.

(2) Subdivision (g)(1) does not apply to:

(A) Facilities that are licensed under title 33, 37, or 68;

(B) Property on which firearms are prohibited by § 39-17-1309 or § 39-17-1311(b)(1)(H)(ii);

(C) Property on which firearms are prohibited by § 39-17-1306 at all times regardless of whether judicial proceedings are in progress;

(D) Buildings that contain a law enforcement agency, as defined in § 39-13-519;

(E) Libraries; or

(F) Facilities that are licensed by the department of human services, under title 71, chapter 3, part 5, and administer a Head Start program.

SECTION 4. Tennessee Code Annotated, Section 39-17-1359(f), is amended by deleting the language "This section shall not apply to" and substituting instead the language "Except as provided in subsection (g), this section shall not apply to".

**HB 508**

SECTION 5. Tennessee Code Annotated, Section 39-17-1306(a), is amended by deleting the word "room" and substituting instead the word "building".

SECTION 6. This act shall take effect July 1, 2017, the public welfare requiring it.

ENROLLED COPY



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Crushed Stone for Use by All City Departments to Vulcan Construction Materials, LP

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

Action Form No.: AF-168-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Bids were opened on May 17, 2017 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY18. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid for the purchase of the items contained therein to Vulcan Construction Materials, LP at an estimated annual cost of \$200,000 as follows:

Crusher Run Stone:	\$14.00 per ton
Stone, TN Hwy # 68:	\$17.00 per ton
Stone, TN Hwy # 57:	\$17.00 per ton
Stone, TN Hwy # 8:	\$17.00 per ton
Stone, TN Hwy # 10:	\$17.00 per ton

Cost per Mile for Delivery: \$3.25 per ton first mile - \$.25 each additional

Funding is identified in various department accounts.

#### **Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available:

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDED THE BID FOR PURCHASE OF  
CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS,  
LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
BLANKET PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 17, 2017, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials, LP is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Crusher Run Stone at the cost of \$14.00 per ton, Stone-TN Hwy # 68 at the cost of \$17.00 per ton, Stone-TN Hwy # 57 at the cost of \$17.00 per ton, Stone-TN Hwy # 8 at the cost of \$17.00 per ton, and Stone-TN Hwy # 10 at the cost of \$17.00 per ton, with the cost per mile for delivery \$3.25 per ton from Vulcan Construction Materials, LP as the primary vendor; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of crushed stone all as set out above, for use by all city departments is awarded to Vulcan Construction Materials, LP and the city manager is authorized to execute blanket purchase orders for same.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 17, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager,  
Schools

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

The Assistant Procurement Manager opened with the following bids:

STONE	
Vendor⇒	Vulcan Materials
Crusher Run Stone City of Kingsport	\$14.00
Crusher Run Stone City of Church Hill	\$14.00
Stone, TN Hwy. #68 City of Kingsport	\$17.00
Stone, TN Hwy. #68 City of Church Hill	\$17.00
Stone, TN Hwy. #57 City of Kingsport	\$17.00
Stone, TN Hwy. #57 City of Church Hill	\$17.00
Stone, TN Hwy. #8 City of Kingsport	\$17.00
Stone, TN Hwy. #8 City of Church Hill	\$17.00
Stone, TN Hwy. #10 City of Kingsport	\$17.00
Stone, TN Hwy. #10 City of Church Hill	\$17.00
OB Point Located at:	400 Deneen Ln., Kingsport, TN 37660
Cost Per Mile For Delivery City of Kingsport	\$3.25 Min./\$.25 Over Add Mile
Cost Per Mile For Delivery City of Church Hill	\$3.75 Min./\$.25 Over Add Mile
Extension of Bid Price to Developers	No
Areas Serviced – Both, Southside, Northside	Both

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

MEMORANDUM

May 24, 2017

TO: Brent Morelock, Assistant Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Asphalt, Stone and Concrete Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt and Stone.

Our recommendation for the Asphalt Bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor and Pavewell Paving). The bids were very close and we would be able to use either one of the companies based on their distance from the job sites.

Our recommendation for the Stone bid would be to award the bid to Vulcan Materials Company.

Our recommendation for the Concrete bid would be to award the primary bid to Kingsport Concrete and secondary bids to the other four bidders.

If you have any questions please contact me at your convenience.



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Asphalt for Use by All City Departments to W-L Construction and Paving Co., Inc., Pavewell Paving Co., Inc., and Summers-Taylor, Inc.

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

Action Form No.: AF-169-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on May 17, 2017 for the purchase of asphalt for use by all City Departments for FY18 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to W-L Construction and Paving Co., Inc., Pavewell Paving Co., Inc. and Summers-Taylor, Inc. at an estimated annual cost of \$700,000 subject to increase or decrease based upon the monthly Tennessee Department of Transportation Asphalt Cement Index as follows:

W-L Construction & Paving	Pavewell Paving	Summers-Taylor
411-E: \$53.40 per ton	411-E: \$54.50	411-E: \$57.00
307-C: \$52.00 per ton	307-C: \$50.25	307-C: \$50.50
307-B: \$45.40 per ton	307-B: \$46.25	307-B: \$49.50
411-D: \$63.00 per ton	411-D: \$71.00	411-D: \$57.50

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations and asphalt availability.

Funding is identified in various department accounts.

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: js

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF ASPHALT TO W-L CONSTRUCTION AND PAVING COMPANY, INC., PAVEWELL PAVING COMPANY, INC. AND SUMMERS-TAYLOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 17, 2017, for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, upon review of the bids, the board finds W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summners-Taylor, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase asphalt from W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summers-Taylor, Inc. at an estimated annual cost of \$700,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of asphalt for use by all city departments is awarded to W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summers-Taylor, Inc. at an annual estimated cost of \$700,000.00, and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 17, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

ASPHALT			
Vendor:	Summers-Taylor	Pave-Well Paving	W.L. Const. & Paving
Asphalt Topping, Plant Mix (411-E) Per Ton	\$57.00	\$54.50	\$53.40
Asphalt Binder, Plant Mix (307-C) Per Ton	\$50.50	\$50.25	\$52.00
Asphalt Binder, Plant Mix (307-B) Per Ton	\$49.50	\$46.25	\$45.40
Asphalt Surface, Plant Mix (411-D) Per Ton	\$57.50	\$71.00	\$63.00
Cost/Mile for Delivery of Materials to Jobsite	N/A	N/A	N/A
Offer extension of bid prices for materials used by developers on projects in which eventual ownership of infrastructure will be the City of Kingsport.	No	No	No

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

MEMORANDUM

May 24, 2017

TO: Brent Morelock, Assistant Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Asphalt, Stone and Concrete Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt and Stone.

Our recommendation for the Asphalt Bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor and Pavewell Paving). The bids were very close and we would be able to use either one of the companies based on their distance from the job sites.

Our recommendation for the Stone bid would be to award the bid to Vulcan Materials Company.

Our recommendation for the Concrete bid would be to award the primary bid to Kingsport Concrete and secondary bids to the other four bidders.

If you have any questions please contact me at your convenience.



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Concrete for Use by All City Departments to Kingsport Concrete, Transit Mix Concrete, Ready Mix USA, East TN Concrete & Summers-Taylor, Inc.

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

Action Form No.: AF-170-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on May 17, 2017 for the purchase of concrete for use by all City Departments for FY18 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Kingsport Concrete as the primary vendor.

The bid document included language that allows the City to award this bid to more than one vendor due to geographical considerations and concrete availability. Therefore we recommend awarding the bid to Transit Mix Concrete, Ready Mix USA, East TN Concrete and Summers-Taylor, Inc. as secondary vendors.

The annual estimated cost for concrete is \$60,000.00. Prices will remain firm for the Fiscal Year, see bid opening minutes.

Funding is identified in various department accounts.

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: 

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF CONCRETE TO KINGSPORT CONCRETE, TRANSIT MIX CONCRETE, READY MIX USA, EAST TENNESSEE CONCRETE AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 17, 2017, for the purchase of concrete for use by all city departments on an as needed basis; and

WHEREAS, the specifications state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Kingsport Concrete as the primary supplier, is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase concrete from Kingsport Concrete, LP as the primary vendor; and

WHEREAS, upon review of the bids, the board finds Transit Mix Concrete, Ready Mix USA, East Tennessee Concrete and Summers-Taylor, Inc. as the secondary suppliers, are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase concrete from Transit Mix Concrete, Ready Mix USA, East Tennessee Concrete and Summers-Taylor, Inc. as the secondary vendors; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, the annual estimated cost of concrete is \$60,000.00; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of concrete all as set out above, for use by all city departments is awarded to Kingsport Concrete, Transit Mix Concrete, Ready Mix USA, East Tennessee Concrete and Summers-Taylor, Inc. and the city manager is authorized to execute blanket purchase orders for same.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 17, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

CONCRETE					
Vendor:⇒	Transit Mix Concrete	Kingsport Concrete	Summers-Taylor	Ready Mix USA	East TN Concrete
5000 PSI	N/A	\$ 98.00	N/A	\$120.00	\$104.00
4000 PSI	N/A	\$ 95.00	N/A	\$115.00	\$103.00
3000 PSI	N/A	\$ 92.00	N/A	\$110.00	\$100.00
Curb Mix	N/A	\$115.00	N/A	\$125.00	\$113.00
Class P	\$127.00	N/A	\$117.00	N/A	N/A
Class A	\$125.00	N/A	\$114.00	N/A	N/A
Class B	\$114.00	N/A	\$106.00	N/A	N/A
TDOT Curb/Gutter	N/A	N/A	\$112.00	N/A	N/A
Minimum Amount Delivered/CY	N/A	N/A	2 CY	4 CY	3 CY
Extended Prices to Developers	No	Yes	No	No	Yes
Cost/Mile for Delivery	N/A	N/A	N/A	N/A	N/A

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

MEMORANDUM

May 24, 2017

TO: Brent Morelock, Assistant Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Asphalt, Stone and Concrete Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt and Stone.

Our recommendation for the Asphalt Bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor and Pavewell Paving). The bids were very close and we would be able to use either one of the companies based on their distance from the job sites.

Our recommendation for the Stone bid would be to award the bid to Vulcan Materials Company.

Our recommendation for the Concrete bid would be to award the primary bid to Kingsport Concrete and secondary bids to the other four bidders.

If you have any questions please contact me at your convenience.



## AGENDA ACTION FORM

### Renewing the Awarded Bids for the Purchase of Unleaded Gasoline & Ultra Low Sulfur Diesel Fuel to Mansfield Oil Co. of Gainesville

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

Action Form No.: AF-171-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on May 17, 2016 for the purchase of Unleaded Gasoline & Diesel Fuel for use by the City for FY17.

It is recommended to renew the award to the apparent low bidder Mansfield Oil Co. of Gainesville for Unleaded Gasoline @ \$.0202 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery for FY18.

It is recommended to renew the award to the apparent low bidder Mansfield Oil Co. of Gainesville for Ultra Low Sulfur Diesel Fuel @ \$.0414 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery for FY18.

Wholesale rack fuel prices for Knoxville are confirmed through the State of Tennessee Department of General Services website @ <http://tn.gov/generalserv/cpo/FuelPrices.shtml>

The specifications contained in this invitation to bid include a renewal option clause which enables the City to award the purchase on an annual basis in one year increments up to three additional years providing all terms, conditions and costs are acceptable to both parties. Mark-up margins will remain unchanged for FY18.

Funding is identified in various City and Schools accounts.

#### Attachments:

1. Resolution
2. Opening Bid Minutes
3. Recommendation Memo
4. Mansfield Letter

Funding source appropriate and funds are available: JS

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RENEWING THE CONTRACT FOR PURCHASE  
OF UNLEADED GASOLINE AND ULTRA LOW SULFUR DIESEL  
FUEL FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2018  
TO MANSFIELD OIL COMPANY OF GAINESVILLE AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE  
ORDERS FOR THE SAME

WHEREAS, bids were opened May 17, 2016, for the unleaded gasoline and ultra low sulfur diesel fuel on an as needed basis for use by all city departments and schools; and

WHEREAS, the bid documents included an option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of services are acceptable to the city; and

WHEREAS, the city would like to renew the contract with Mansfield Oil Company of Gainesville for the purchase of unleaded gasoline on an as needed basis for use by all city departments and schools from Mansfield Oil Company of Gainesville at a \$.0202 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee the day of delivery; and

WHEREAS, the city would like to renew the contracts with Mansfield Oil Company of Gainesville for the purchase of ultra low sulfur diesel fuel on an as needed basis for use by all city departments and schools from Mansfield Oil Company of Gainesville at a \$.0414 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee the day of delivery; and r

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the renewal of the contract for unleaded gasoline on an as needed basis for use by all city departments and schools at a \$.0202 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee is awarded to Mansfield Oil Company of Gainesville is approved and the city manager is authorized to execute purchase orders for same.

SECTION II. That the renewal of the contract for ultra low sulfur diesel fuel on an as needed basis for use by all city departments and schools at a \$.0414 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee is awarded to Mansfield Oil Company of Gainesville is approved and the city manager is authorized to execute purchase orders for same

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

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

ADOPTED this the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 17, 2016  
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

UNLEADED GASOLINE	
Vendor:	Unit Cost Mark Up:
Brad Holland Associates	\$.0338
Rogers Petroleum	\$.0419
Tri Cities Petroleum	\$.1000
Petroleum Traders	\$.0236
Pioneer Petroleum Co.	\$.0490
Tri Star Energy	\$.0687
Mansfield Oil Co. of Gainesville	\$.0202

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



MINUTES  
BID OPENING  
May 17, 2016  
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

ULTRA LOW SULFUR DIESEL FUEL	
Vendor:	Unit Cost Mark Up:
Brad Holland Associates	\$.0433
Rogers Petroleum	\$.0490
Tri Cities Petroleum	\$.1100
Petroleum Traders	\$.0490
Pioneer Petroleum Co.	\$.0590
Tri Star Energy	\$.0745
Mansfield Oil Co. of Gainesville	\$.0414

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



**FLEET MAINTENANCE DIVISION**  
**City of Kingsport, Tennessee**

---

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** May 31, 2017  
**Re:** Gas/Diesel Purchase Recommendation

---

This will confirm my review and recommendation to extend the current purchase contract for fuel supply and delivery of our gas and diesel to Mansfield Oil Company. Mansfield's service and fuel delivery times have met our expectations.

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

Thank you.



May 26, 2017

City of Kingsport  
225 W. Center Street  
Kingsport, TN 37660

Mr. Morelock:

Mansfield Oil Company of Gainesville, Inc. would like to extend the current contract for another term to supply and delivery fuel to the City of Kingsport, TN.

According to the bid documents the current quoted pricing structure will remain the same for the extended contract period of 07-01-17-06-30-2018.

If you have any questions please do not hesitate to contact me.

Best Regards,

A handwritten signature in blue ink, appearing to read 'David Zarfoss', written over a horizontal line.

David Zarfoss  
Director of Pricing



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Copier Paper to American Paper & Twine Company

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

Action Form No.: AF-172-2017  
Work Session: June 19, 2017  
First Reading: N/A

Final Adoption: June 20, 2017  
Staff Work By: Committee  
Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on May 17, 2017 for the purchase of copier paper for use in City and Schools locations for FY18. It is recommended to approve the award to the apparent low bidder American Paper & Twine Company @ \$24.50 per case for 8.5" x11", \$34.10 per case for 8.5"x14" & \$26.80 per case for 11"x17". The estimated annual cost for copier paper is \$90,000.00

Recognizing that industry wide price changes do occur with paper products, the City included the following provision in the bid document: "Prices will remain firm until an industry wide price increase or decrease occurs. At which time, the City will receive a written notice at least ten days prior to the effective date of the change in pricing stating such changes. Additional documentation regarding industry wide price changes will be required from the manufacturer through the vendor at the request of the City."

Funding is identified in various City and Schools accounts.

#### Attachments:

1. Resolution
2. Bid Opening Minutes

Funding source appropriate and funds are available: Je

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF COPIER PAPER FOR FISCAL YEAR 2018 FOR USE BY THE CITY, INCLUDING THE CITY SCHOOLS, TO AMERICAN PAPER AND TWINE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 17, 2017, for the purchase of copier paper for use by the city and the city schools; and

WHEREAS, upon review of the bids, the board finds American Paper and Twine Company is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase copier from American Paper and Twine Company., at an estimated annual cost of \$90,000.00; and

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the bid for purchase of copier paper for use by the city, including the city schools, for fiscal year 2018 is awarded to American Paper and Twine Company at an estimated annual cost of \$90,000.00 and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 17, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; Michelle Ramey, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

COPIER PAPER		
Vendor:	Supply Works:	American Paper & Twine
8.5 x 11, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$27.88	\$24.50
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$43.28	\$34.10
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case	\$34.12	26.80

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



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Road Salt to Compass Minerals America, Inc. for FY18

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

Action Form No.: AF-173-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on May 4, 2017 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fifteen East Tennessee government agencies participating. It is recommended to award the bid for the purchase of road salt to the apparent low bidder Compass Minerals America, Inc. at a cost of \$82.35 per ton. The estimated annual cost is \$329,400 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of road salt if needed.

The City is not required to purchase road salt unless and until it is needed from Compass Minerals.

Funding is identified in account number 12140244613038.

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: js

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF  
ROAD SALT TO COMPASS MINERALS AMERICA, INC. AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE  
ORDERS FOR THE SAME

WHEREAS, the City of Knoxville, Tennessee issued an invitation to bid as a cooperative bid with fifteen East Tennessee governmental entities for road salt; and

WHEREAS, bids were opened May 4, 2017, for the purchase of road salt for use by the public works department on an as needed basis; and

WHEREAS, upon review of the bids, the board finds Compass Minerals America, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase road salt at the cost of \$82.35 per ton from Compass Minerals America, Inc.; and

WHEREAS, the estimated cost based on purchasing 4,000 tons of road salt is \$329,400.00, and the city has an option to purchase an additional 2,000 tons, if needed; and

WHEREAS, the city is not required to purchase road salt unless and until needed; and

WHEREAS, funding is identified in account number 12140244613038;

Now therefore,

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

SECTION I. That the bid for purchase of road salt for use by the public works department is awarded to Compass Minerals America, Inc., at the cost of \$82.35 per ton, and the city manager is authorized to execute purchase orders for same, as needed.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER



APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**City of Knoxville, Tennessee**  
**Bulk Ice Control Rock Salt Bid Tabulation**  
**May 4, 2017**

<b>Municipality</b>	<b>Detroit Salt</b>	<b>Cargill</b>	<b>Compass Minerals</b>	<b>Morton Salt</b>	<b>Dycho Corp</b>
	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
City of Knoxville	No Bid	No Bid	72.90	73.92	No Bid
City of Kingsport	83.00	No Bid	82.35	84.50	No Bid
City of Bristol	84.86	No Bid	84.18	87.23	No Bid
City of Elizabethton	82.91	No Bid	84.18	86.58	No Bid
City of Mt. Carmel	No Bid	No Bid	82.35	85.09	No Bid
City of Church Hill	No bid	No Bid	84.18	82.75	No Bid
East Tennessee State University	82.12	No Bid	82.35	84.50	No Bid
Town of Jonesborough	80.97	No Bid	80.36	82.75	No Bid
Town of Surgoinsville	No Bid	No Bid	79.10	81.23	No Bid
City of Johnson City	80.91	No Bid	82.35	84.50	No Bid
City of Newport	No Bid	No Bid	75.58	76.72	No Bid
Knox County	No Bid	No Bid	72.90	73.66	No Bid
City of Alcoa	No Bid	No Bid	74.25	75.18	No Bid
City of Maryville	No Bid	No Bid	74.25	75.50	No Bid
Blount County	No Bid	No Bid	74.25	75.50	No Bid

Remember that this is a fixed price agreement and that each location is responsible for issuing its own purchase order. Issue the PO soon in order to reserve your order at the fixed price. Remember that quantities are NOT guaranteed.

**Contact Information**

Detroit Salt:

E. Manos, President

313-841-5144

[sales@detroitsalt.com](mailto:sales@detroitsalt.com)

Compass Minerals:

Pat Heenan, Sales Director

[gerdesj@compassminerals.com](mailto:gerdesj@compassminerals.com)

Morton Salt:

Anthony Patton

[bids@mortonsalt.com](mailto:bids@mortonsalt.com)

855-665-4540

[buyroadsalt@mortonsalt.com](mailto:buyroadsalt@mortonsalt.com)

Natasha Hunt-Mobley

[nhunt-mobley@mortonsalt.com](mailto:nhunt-mobley@mortonsalt.com)

MEMORANDUM

May 23, 2017

TO: Brent Morelock, Purchasing Department  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Award of Bid for Road Salt

---

After reviewing the bid sheet for road salt I recommend we award the bid to the apparent low bidder, Compass Minerals, at a price of \$82.35 per ton.

If you have any questions please contact me at your convenience.

Thank you for your help in this matter.



## AGENDA ACTION FORM

### Extend the Award to Purchase Janitorial Supplies & Equipment to Supplyworks for FY18

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

Action Form No.: AF-174-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In June of 2015, following a thorough evaluation of City and Schools janitorial needs, the Janitorial Services Committee recommended and the BMA approved to enter into an agreement with Supplyworks to make them our primary custodial supplies & equipment vendor for FY16. City and Schools staff are recommending to extend the award to purchase janitorial supplies from Supplyworks for FY18 as well. The estimated annual cost for janitorial items is \$150,000.00.

The pricing offered to the City is based upon contract # 12-22 awarded to Supplyworks through U.S. Communities Purchasing Alliance. U.S. Communities is the leading national government cooperative purchasing program, providing procurement resources and solutions to local and state government agencies. The City of Kingsport has participated in the U.S. Communities cooperative since 2005.

With U.S. Communities, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from U.S. Communities have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding is available in various city and schools accounts.

#### Attachments:

1. Resolution
2. Recommendation Emails

Funding source appropriate and funds are available:

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SUPPLYWORKS FOR VARIOUS JANITORIAL ITEMS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS

WHEREAS, in June 2015, the board approved an agreement with Supplyworks for various janitorial supplies for city and school; and

WHEREAS, the city would like to extend that contract for the fiscal year 2018; and

WHEREAS, the estimated annual cost for janitorial supplies would be in an amount not to exceed \$150,000.00; and

WHEREAS, the city is a member of U.S. Communities, a cooperative purchasing group that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, Supplyworks has a contract with U.S. Communities; and

WHEREAS, funding is available in various city and school accounts.

Now therefore,

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

SECTION I. That the extension of the agreement with Supplyworks for various janitorial supplies, in an amount not to exceed \$150,000.00 for schools and city departments, is approved.

SECTION II. That the city manager is authorized to execute purchase orders to Supplyworks for various janitorial supplies, in an amount not to exceed \$150,000.00 for schools and city departments.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

To: Brent Morelock  
From: Salyer, Randy  
CC: David Austin  
Date: 6/2/2017  
Re: Janitorial Recommendation

---

Comments: Brent

I recommend we stay with Supply Works for janitorial supplies for FY18. I am pleased with products we are receiving from them and in my opinion; the pricing under U.S. community contract is very good. I also can count on their delivery being here on time and not having to wait on orders. Their web site makes it very easy to find what we need and get pricing and to look up past and present orders. As for any problem, we have had with any product it has been taken care of in a timely manner.

Thank You

Randy Salyer

Facility Maintenance Supervisor

City of Kingsport

## Morelock, Brent

---

**From:** Neeley, Willie <wneeley@k12k.com>  
**Sent:** Friday, June 02, 2017 1:34 PM  
**To:** Morelock, Brent  
**Cc:** Salyer, Randy; Shedden, William E.; Cutshall, Terry L.  
**Subject:** janitorial renewal

Brent

We are still pleased with the service supply works is doing with our custodial supplies and training .  
And Along with the us communities pricing that goes with it. their service is very good we have a schedule  
That's easy to count on a weekly basis . we have our bid pricing from the state  
And our computer training programs and tracking all in one place  
It's my recommendation we renew and stay with supply works,

thanks

*Willie Neeley*

*Courier/Warehouse Coordinator*



office-423-378-2193

fax-423-378-2197

wneeley@k12k.com





## AGENDA ACTION FORM

### Award of Bid to W-L Construction and Paving for 2017 Contracted Paving

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

Action Form No.: AF-176-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Clabaugh  
 Presentation By: Ryan McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on May 24, 2017 for the 2017 Contracted Paving – Colonial Heights Area project. This project consists of placement of approximately 7,700 tons of asphalt on selected City of Kingsport streets in the Colonial Heights Area; to include milling, subgrade stabilization, and other associated works. The allotted time for construction will be 60 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, W-L Construction and Paving in the amount of \$638,357.70.

Base Bid	\$638,357.70
Contingency 3%	19,150.73
Engineering Fees 6%	<u>39,450.51</u>
Total Project Cost	\$696,958.94

The base bid engineering estimate for the referenced project is \$ 736,325.98.

Funding is available in GP1606, NC1600 and NC1701.

### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Bid Tabulation
4. Map

Funding source appropriate and funds are available: 

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR THE 2017 PAVING FOR THE COLONIAL HEIGHTS AREA PROJECT TO W-L CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened May 24, 2017, for the 2017 contracted paving-Colonial Heights area project; and

WHEREAS, upon review of the bids, the board finds W-L Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for placement of approximately 7,700 tons of asphalt on selected city streets in the Colonial Heights area, to include milling, subgrade stabilization, and other associated works from W-L Construction at an estimated construction cost of \$638,357.70; and

WHEREAS, funding is identified in project numbers GP1606, NC1600 and NC1701.

Now therefore,

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

SECTION I. That the bid for the 2017 contracted paving-Colonial Heights area project, consisting of placement of approximately 7,700 tons of asphalt on selected city streets in the Colonial Heights area, to include milling, subgrade stabilization, and other associated works at an estimated cost of \$638,357.70 is awarded to W-L Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 24, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

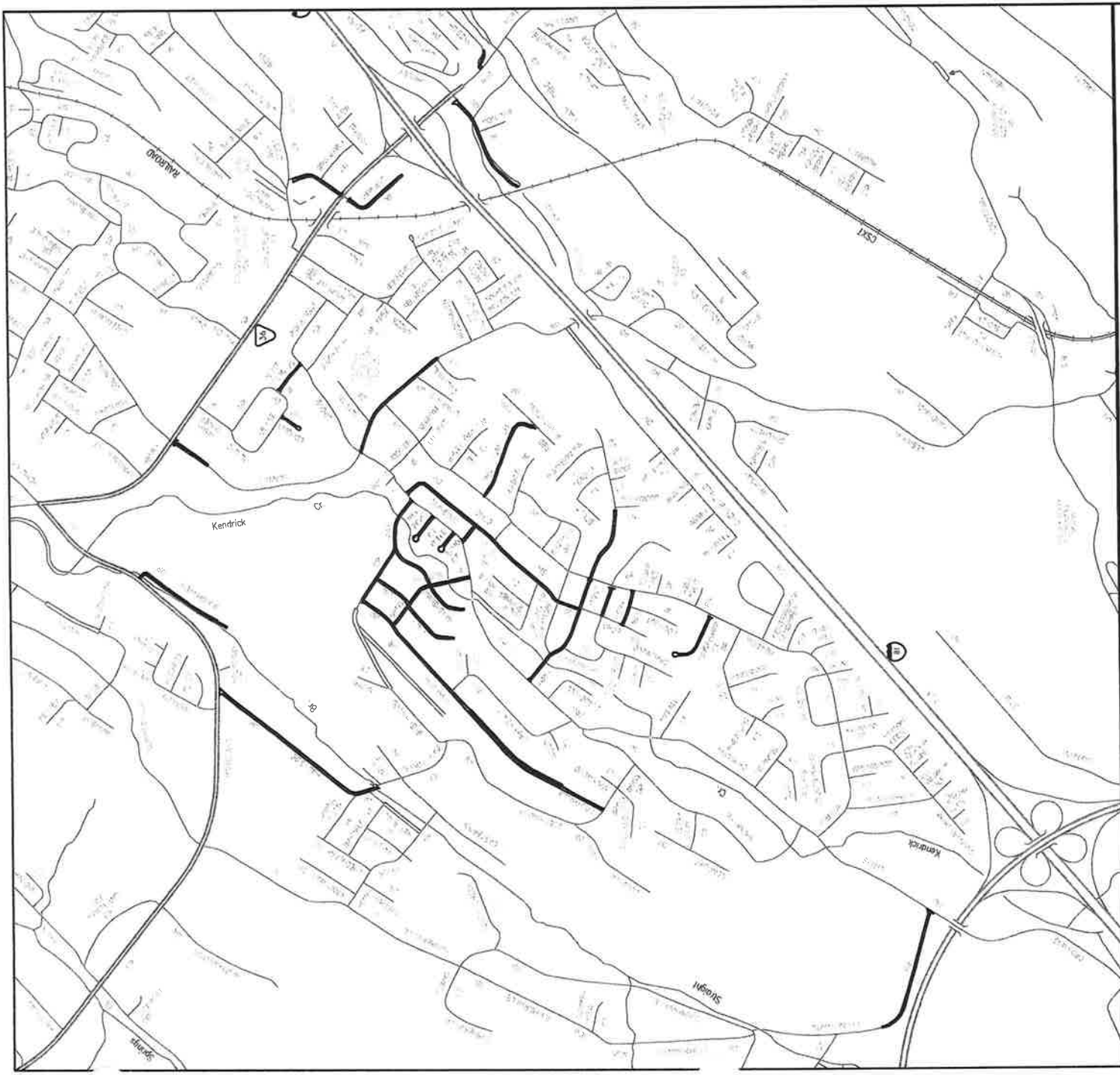
The Assistant Procurement Manager opened with the following bids:

2017 CONTRACTED PAVING – COLONIAL HEIGHTS AREA	
Vendor:	Total Cost:
Summers-Taylor, Inc.	\$759,885.75
W.L. Construction Paving, Inc.	\$638,357.70

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

# Bid Tabulation - 2017 Contracted Paving

ITEM NO.	QUAN	UNIT	DESCRIPTION	W-L Construction & Paving, Inc.		Summers-Taylor, Inc.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.00	LS	MOBILIZATION	\$ 7,845.00	\$ 7,845.00	\$ 19,500.00	\$ 19,500.00
2	100.00	TON	LEVELING MIX - 0.5" - TDOT 307-CS EQUIVALENT	\$ 100.86	\$ 10,086.00	\$ 106.00	\$ 10,600.00
3	220.00	TON	SURFACE MIX - 1.5" - TDOT 411-D EQUIVALENT	\$ 99.95	\$ 21,989.00	\$ 92.00	\$ 20,240.00
4	7,100.00	TON	SURFACE MIX - 1.25" - TDOT 411-E (TRAVEL LANE) EQUIVALENT	\$ 75.27	\$ 534,417.00	\$ 90.25	\$ 640,775.00
5	320.00	TON	BINDER MIX - 1.25" - TDOT B-M2 EQUIVALENT	\$ 76.20	\$ 24,384.00	\$ 84.50	\$ 27,040.00
6	100.00	TON	MINERAL AGGREGATE - TYPE A/GRADE D	\$ 29.30	\$ 2,930.00	\$ 32.50	\$ 3,250.00
7	100.00	SY	MILLING - 1.25"	\$ 2.28	\$ 228.00	\$ 11.50	\$ 1,150.00
8	2,100.00	SY	MILLING - 3.5"	\$ 5.15	\$ 10,815.00	\$ 3.25	\$ 6,825.00
9	100.00	CY	UNDERCUT	\$ 28.60	\$ 2,860.00	\$ 13.00	\$ 1,300.00
10	20,600.00	LF	4" YELLOW THERMOPLASTIC (Spray)	\$ 0.50	\$ 10,300.00	\$ 0.65	\$ 13,390.00
11	12,455.00	LF	4" WHITE THERMOPLASTIC (Spray)	\$ 0.50	\$ 6,227.50	\$ 0.65	\$ 8,095.75
12	40.00	SY	8" CHANNELIZATION STRIPING	\$ 19.50	\$ 780.00	\$ 18.00	\$ 720.00
13	150.00	LF	24" STOP BAR - WHITE THERMO	\$ 16.25	\$ 2,437.50	\$ 15.00	\$ 2,250.00
14	2.00	EA	LEFT ARROWS	\$ 189.35	\$ 378.70	\$ 175.00	\$ 350.00
15	400.00	LF	LOOP SAW SLOT ( 3 @ 6' x 45' )	\$ 5.40	\$ 2,160.00	\$ 7.50	\$ 3,000.00
16	800.00	LF	LOOP WIRE	\$ 0.65	\$ 520.00	\$ 1.75	\$ 1,400.00
Project Total:				\$ 638,357.70		\$ 759,885.75	



## COLONIAL HEIGHTS PAVING

FIGURE 1 - LOCATION MAP



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Propane to Marsh Propane

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

Action Form No.: AF-175-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on May 17, 2017 for the purchase of Propane for use by the City for FY18.

In 2010 the City implemented propane conversion as part of the "going green" fleet initiative. This conversion offers fuel cost savings; better performance of the vehicles / equipment, which also includes an extended engine life; and continually allows us to be more environment friendly and sustainable. To date we have 85 fleet vehicles / equipment using propane. In FY16 (including rebates and adjusting for consumption difference) the savings was 54.5¢ per gallon, generating approximately \$37,942.00 of fuel cost savings to the City.

It is recommended to award the bid to the apparent low bidder Marsh Propane @ \$.2675 mark-up margin above the daily average price, Martin, TN, per Lexington, SC, the day of delivery.

Wholesale rack propane prices for Lexington, SC are confirmed through the State of Tennessee Department of General Services website @ <http://tn.gov/generalservices/topic/fuel-prices>

Funding is identified in various City and Schools accounts.

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available:     

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDING THE BID FOR PURCHASE OF  
PROPANE FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR  
2018 TO MARSH PROPANE AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 17, 2017, for propane on an as needed basis for use by all city departments and schools; and

WHEREAS, upon review of the bids, the board finds Marsh Propane is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase unleaded gasoline on an as needed basis for use by all city departments and schools from Marsh Propane at a \$0.2675 per gallon mark-up margin above the daily average price, Martin, Tennessee, per Lexington, South Carolina the day of delivery; and

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the bid for purchase of propane on an as needed basis for use by all city departments and schools at a \$0.2675 per gallon mark-up margin above the daily average price, Martin, Tennessee, per Lexington, South Carolina is awarded to Marsh Propane and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



MINUTES  
BID OPENING  
May 17, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

PROPANE			
Vendor:	Source of Fuel Supply:	Mark-Up Margin:	Supply Conversion Kits:
Marsh Propane	Lexington, SC – Tirzah, SC	+.2675	Yes
Blossman Gas, Inc.	Martin, TN per Lexington, SC as stated above	+0.33	Yes

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

**Morelock, Brent**

---

**From:** Hightower, Steve  
**Sent:** Friday, June 02, 2017 1:05 PM  
**To:** Morelock, Brent; Creasman, Mike; McReynolds, Ryan  
**Subject:** Award of Bid Recommendation for Propane

Brent,

This email is to confirm my review and agreement with the Recommendation to award the bid for propane to Marsh Propane. Discussions with their manager and conversion kit supplier indicates they will have no problems meeting the requirements of the bid.

Feel free to call me with any concerns or questions. Thank you.

Regards,

Steve Hightower



## AGENDA ACTION FORM

### **Master Agreement with the Virginia Department of Transportation and a Letter of Authorization Accepting Federal and State Funds on Behalf of the Kingsport MTPO**

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

Action Form No.: AF-181-2017  
 Work Session: June 19, 2017  
 First Reading: June 19, 2017

Final Adoption: June 20, 2017  
 Staff Work By: Bill Albright  
 Presentation By: Bill Albright

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs). Because the Kingsport MTPO includes a small portion of Scott County Virginia, including Weber City and Gate City, the Virginia Department of Transportation allocates a portion of these funds for work the MTPO Staff carries out in this area. For fiscal year 2018, the MTPO's allocation of Federal Planning funds from Virginia is \$4,030 Federal (80%), matched by \$504 from VDOT (10%) and \$504 from the City of Kingsport (10%), totaling \$5,038. These funds have been included in the annual budget process. Staff recommends the Board approve the master agreement and the contract accepting the Federal/State Planning funds.

#### **Attachments:**

1. Resolution
2. Letter of Authorization/Agreement
3. Master Agreement

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A MASTER AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION FOR THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT METROPOLITAN PLANNING IN THE KINGSPORT AREA; A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2018; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO), available through the Virginia Department of Transportation (VDOT); and

WHEREAS, a Master Agreement, which contains all of the federal and state regulatory provisions guiding the use of federal and state funds to support metropolitan planning in the Kingsport Area, is updated no less than every five years; and

WHEREAS, the Letter of Authorization for fiscal year 2018 is in the amount of \$5,038.00; and

WHEREAS, matching funds in the amount of \$504.00 are required, which are accounted for during the annual budget process and will come from the approved FY2018 budget for the MPO, project account number MPOV14.

Now therefore,

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

SECTION I. That a Master Agreement with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds for use by the Kingsport Area Metropolitan Transportation Planning Organization, 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, Chapter 10 of the Charter of the City of Kingsport, a Master Agreement with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds for use by the Kingsport Area Metropolitan Transportation Planning Organization and any other documents necessary and proper to effectuate the purpose of Master Agreement, said agreement being as follows:

**AN AGREEMENT FOR  
THE UTILIZATION OF FEDERAL AND STATE FUNDS  
TO SUPPORT METROPOLITAN PLANNING  
IN THE KINGSPORT AREA**

THIS AGREEMENT, effective July 1, 2017, is by and between the Commonwealth of Virginia Department of Transportation, hereinafter called the DEPARTMENT, and the City of Kingsport, Tennessee, hereinafter called the CITY, for the benefit of the Kingsport Metropolitan Transportation Planning Organization, hereinafter called the Metropolitan Planning Organization or MPO.

WHEREAS, the MPO has been designated by the Secretary of Transportation on behalf of the Governor of Virginia with the responsibility, together with the State and regional public transportation provider(s), for carrying out the Metropolitan Transportation Planning provisions of Title *n* Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction); and

WHEREAS, the MPO has requested that the CITY act as fiscal agent to administer the Metropolitan Planning Funds (PL) funding, as well as any other federal or state funds used to support the MPO planning process for the Kingsport MPO area, as provided to the MPO under the provisions of Title 23 United States Code, Section 104(d);

NOW, THEREFORE, the DEPARTMENT and the CITY do hereby agree as follows:

#### ARTICLE I - PURPOSE OF FUNDS

Any federal or state funds made available under this AGREEMENT are to be used at the direction of the MPO which is responsible, in cooperation with the DEPARTMENT, for the Metropolitan Transportation Planning and Programming Process (Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction). An annual Unified Planning Work Program (UPWP) shall be prepared identifying the use of these funds in accordance with ARTICLE III of this AGREEMENT. Any significant modifications or additions to planning activities outlined in the UPWP during the fiscal year (FY) shall trigger the submission of a UPWP amendment by the MPO to the DEPARTMENT. The DEPARTMENT will submit the UPWP amendment to the Federal Highway Administration (FHWA) for review and approval. No reimbursements shall be made to the MPO for work activities conducted prior to FHWA's written approval of the UPWP or amendment.

Subject to annual budgetary appropriation, the DEPARTMENT shall transmit to the CITY, prior to July 1, each year an annual Letter of Authorization stipulating its share of the annual MPO budget. The cost allocation shall conform to the approved UPWP in accordance with the conditions of this AGREEMENT.

#### ARTICLE II - SOURCE OF FUNDS

PL funds are apportioned to Virginia each fiscal year on the basis of the ratio which Virginia's total urbanized area population bears to the total urbanized area population of all states. PL funds apportioned to Virginia shall be allocated to the urbanized areas within Virginia as follows:

A portion of the PL funds shall be set aside annually for allocation to the air quality non-attainment/maintenance areas. The amount provided to an area shall be based on the severity of the air quality problem in that area (extreme/maintenance - \$30,000, severe/maintenance - \$25,000, serious - \$20,000, moderate/maintenance - \$15,000, or marginal/maintenance - \$10,000). When a non-attainment/maintenance area contains jurisdictions from more than one metropolitan study area, the allocation for air quality planning shall be proportioned to these study areas based on urbanized area population percentages for the non-attainment/maintenance jurisdictions only. Adjustments shall be made so that the minimum allocation of PL funds available for air quality consideration shall not be less than \$5,000.

The amount to be allocated annually from the remaining PL funds to each of the urbanized areas of the state shall be a base amount equal to \$50,000 times the percent that the area's urbanized population within Virginia is to its total urbanized area population, plus a proportionate share of the balance based on the ratio that each area's urbanized population within Virginia is to the total urbanized area population of the state.

Adjustments to the allocations shall be made so that the minimum allocation of PL funds to an area shall not be less than \$50,000.

The PL funds, and the other federal and/or state funding sources used to carry out metropolitan transportation planning activities are subject to the provisions of this AGREEMENT as well as any applicable federal and state laws. These include, but are not limited to, the provisions and requirements of the Virginia Freedom of Information Act in the Code of Virginia at 2.2-3700, et sequel, as applicable to public bodies.

#### ARTICLE III- STATEMENT OF WORK

Metropolitan transportation planning activities will be administered in accordance with the provisions of 23 CFR Part 420, Planning and Research Program Administration.

The activities eligible for reimbursement shall be outlined in the approved UPWP for the Kingsport area. The UPWP and any subsequent amendments must have written approval by the MPO, the DEPARTMENT, the FHWA, and other agencies as appropriate, including the Virginia Department of Rail and Public Transportation, and the Federal Transit Administration.

Any changes to an approved activity, reallocation of funds between activities, or any new activity to be performed with federal or state funds shall require an amendment to the UPWP and approval by the MPO, the DEPARTMENT, and the FHWA. Requests for deprogramming of Federal Highway Administration transportation planning funds to the next fiscal year must be received by March 31 to allow ample time for processing and approval.

Written approvals by the DEPARTMENT and the FHWA and/or Department of Rail and Public Transportation (DRPT) and the Federal Transit Administration must be obtained for each study design for highway and/or public transit activities (respectively) that were included in, but not authorized by the initial, approved UPWP. These approvals must be obtained prior to initiating work activities for which the MPO will seek reimbursement.

Any approved UPWP work to be undertaken with federal or state funds by any party other than the CITY shall be the subject of a third-party agreement. Such agreements shall incorporate all provisions of this AGREEMENT. The scopes of service and agreements for such work must be submitted for written approval by the DEPARTMENT and FHWA prior to execution of the third-party agreement. It is recommended that any such third-party agreements be developed as soon as possible after the execution of this AGREEMENT.

There will be no reimbursement to third-parties for work performed prior to the execution date of such agreements. The administrative procedures contained in ATTACHMENT A of this AGREEMENT must be complied with if a consultant firm is to be engaged directly or under a pass-through agreement. If any federal or state funds are passed through to a local jurisdiction or consultant, the audit requirements in ATTACHMENT B are also applicable.

Those planning activities, description of work, and sources of funds documented in the approved Kingsport area UPWP and any subsequent amendments thereto as approved by the FHWA and the DEPARTMENT for funding are hereby subject to the conditions of this AGREEMENT.

Acquisition of equipment, as defined in 2 CFR 200 on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with federal or state funds shall be approved by FHWA and the DEPARTMENT prior to acquisition and shall be titled to the CITY. Procurement, property, and management standards shall be applicable to the acquisition, use, management, and disposition of such equipment.

#### ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the CITY eligible actual costs, as defined herein.

State and Federal funds are available solely for the reimbursement of the metropolitan transportation planning eligible, reasonable and necessary actual costs that have been incurred by the CITY. The reimbursement is available dependent upon appropriate billing of the actual costs incurred, that demonstrates-records that the approved UPWP work activity has been satisfactorily performed and/or that a proper related expense has been paid (i.e.: receipt-of-payment or cancelled check for related work supplies or equipment.) In consideration of the fact that exact costs for each of the UPWP line items (i.e. separately budgeted tasks/subtasks) are difficult to estimate, the DEPARTMENT will allow a maximum of 10% overrun on the total funds budgeted for each UPWP line item with the following exceptions:

1. For line items for which the budget exceeds \$50,000, the maximum allowable cost overrun will be \$5,000.
2. For line items with a total budget of less than \$1,000, the maximum allowable overrun will be \$100.

It is understood that while such overruns will be allowed, in no case will the reimbursement for Federal or State funds exceed the total amount identified in the letter of authorization indicated in ARTICLE I of this AGREEMENT. These allowable line item overruns do not require an UPWP amendment.

Payments shall be made for billings rendered either monthly or quarterly for actual work completed. Billings for the first, second, and third quarters shall be submitted to the DEPARTMENT within 30 days after the end of each quarter. Acceptable billings shall be honored and paid to the CITY by the DEPARTMENT within 15 business days of their receipt. Payment for work performed during the final quarter of the year must be requested from the DEPARTMENT within 60 days after the end of the program year.

All vouchers shall be supported by the progress reports specified in ARTICLE V of this AGREEMENT. Payment of the fourth quarter (final) billing for the given fiscal year will be made subject to acceptance by the DEPARTMENT of the work performed. The DEPARTMENT shall have the option to conduct a performance review at any time to ensure that the UPWP work tasks have been satisfactorily

performed and are acceptable for final payment. The UPWP annual performance review shall be conducted as specified in ATTACHMENT D. All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 2 CFR 200.

The CITY shall be responsible for obtaining the audit coverage in accordance with the requirements set forth in 2 CFR 200 and the Federal Audit Guidelines provided by the DEPARTMENT, attached to this Agreement as ATTACHMENT C. Failure to comply with the requirements of 2 CFR 200 and the Federal Audit Guidelines provided by the DEPARTMENT shall result in the DEPARTMENT not entering into future Agreements with the CITY until auditing procedures are brought into compliance. The CITY will provide the DEPARTMENT with copies of the audit report as specified in ATTACHMENT C within 60 days of the audit being completed.

Any expenditure, work task or product that is questioned by the DEPARTMENT in the performance review of the UPWP will be discussed with the CITY's staff. In the event that agreement is reached that an improper expenditure or unauthorized work task has occurred, the DEPARTMENT will deduct the amount of the expenditure in question and attach a copy of the exception to the CITY's copy of the final billing when paid. In the event that the performance review takes place after payment of the final bill, and an agreement is reached that the expenditure, work task or product is improper or unauthorized, the CITY will be billed in the amount of the expenditure in question, and the amount so billed will be promptly paid to the DEPARTMENT by the CITY.

Should there be disagreement between the DEPARTMENT and the CITY's staff, the exception will be transmitted in writing by the DEPARTMENT to the CITY's staff and opportunity afforded for review and comment. The Commissioner of Highways of the Virginia Department of Transportation, with assistance as needed from the FHWA, will rule on the exception. If the exception is ruled proper, the CITY will be billed in the amount of the exception and the amount so billed will be promptly paid to the DEPARTMENT by the CITY. The settlement of disputes not related to expenditures is covered by ARTICLE X of this AGREEMENT.

The CITY will complete a list of all personnel anticipated to charge time against activities covered by this AGREEMENT as described in the annual Letter of Authorization. This listing will identify personnel by payroll classification only (planner, technician, etc.) and their present actual payroll rate per hour or annual salary. The list shall be identified in and part of the Letter of Authorization.

Actual costs shall include direct salaries, payroll burden, indirect costs or overhead and direct non-salary costs. Such costs shall be maintained in the CITY'S records in accordance with generally accepted cost accounting procedures and recordation. Payroll burden and overhead costs shall be subject to the DEPARTMENT's review and approval. The CITY shall complete and sign an indirect cost certification as identified in and part of the annual Letter of Authorization.

Non-salary direct costs shall include purchase and rental of material, supplies, equipment, and services not normally included in the computation of overhead but necessary for the performance of work specified. Also included as direct non-salary costs shall be costs for certain communications and reproductions charged directly to the work specified plus necessary travel and per diem expenses. Travel costs should be in accordance with CFR 200.474. Reimbursement for the cost of actual, reasonable and necessary mileage travelled on MPO business trips using CITY or personally owned automotive vehicles shall be according to the business mileage rates set out by the IRS. The currently applicable IRS mileage rates for reimbursement are found at the following website: <https://www.irs.gov/credits-deduction/individuals/standard-mileage-rates-glance>.

Reimbursement for lodging and Meals and Incidental Travel Expense (M&IE) on MPO business trips shall be the actual, reasonable and necessary cost and within the per diem rates set out by the U.S. General Services Administration (GSA) and their travel cost guidance including 2 CFR 200.474. The currently applicable GSA reimbursement lodging and M&IE per diem rates are found at the following website, where the standard rate applies to destinations that are not specifically listed: <http://www.gsa.gov/portals/content/104877>.

Any travel performed in connection with planning activities for which expenses are estimated to exceed \$1,000 should be included in the MPG-approved UPWP and must have prior approval by the DEPARTMENT. The request shall include a brief explanation of the purpose for the travel, a cost estimate, and MPO concurrence. The appropriateness of costs incurred by the CITY shall be determined in accordance with the cost principles of CFR 200.474.

Any computer or software purchases over \$500 needs prior approval by the DEPARTMENT. If the amount is \$5,000 or more, FHWA approval is required. These approvals require written documentation.

If work activities are to continue without interruption, this AGREEMENT must be executed prior to July 1, 2017. Any expenditure made or work performed by the CITY after this date and prior to the DEPARTMENT's execution of this AGREEMENT will not be eligible for reimbursement.

#### ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The CITY shall prepare quarterly progress schedules of the various phases of work and written progress reports based on such schedules outlining work accomplished during the quarter. The fourth quarter progress report shall address accomplishments for the entire year. Progress reports shall contain, as a minimum, the information required by 23 CFR Part 420. The schedules and reports shall be submitted to the DEPARTMENT with the billing vouchers as outlined in ARTICLE IV of this AGREEMENT.

#### ARTICLE VI - PERFORMANCE PERIOD

Activities identified in the UPWP shall be conducted on an annual basis, which shall extend from July 1 through June 30 and shall be renewed annually by a letter of authorization (LOA) from the DEPARTMENT to the CITY. The time of performance beyond the fiscal year may be extended by mutual agreement between the CITY and the DEPARTMENT subject to prior approval by the FHWA and/ or the FTA.

This AGREEMENT shall become effective when signed by all parties and shall be reviewed for consistency with all applicable laws and regulations annually but not less frequently than every five (5) years. All terms and conditions of this AGREEMENT shall remain in effect while undergoing the periodic review.

Authorized representatives of the DEPARTMENT and/or the Federal Highway Administration may inspect and review work in progress or completed during the period of this AGREEMENT.

#### ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from the Metropolitan Transportation Planning and Programming Process in the Kingsport MPO area.
2. Withdrawal of the 23 U.S.C. 134 designation to the MPO by the Governor.
3. Withdrawal of the MPO from the Metropolitan Transportation Planning and Programming Process.
4. By mutual agreement of the parties.
5. Cancellation of PL funds for the Metropolitan Transportation Planning and Programming Process by the Federal Government.

In the event of termination under provision 1, at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provisions 2, 3, 4 or 5, said termination shall be effective on the date of notification. Work completed up to the date of notification shall be eligible for compensation. The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the CITY shall become the property of the DEPARTMENT.

#### ARTICLE VIII - RETENTION OF COST RECORDS

The CITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 2 CFR 200 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the CITY for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

#### ARTICLE IX - PUBLICATION PROVISIONS

The CITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT and the FHWA for review and approval prior to publication and distribution.

All reports published by the CITY or Sub-Recipient shall contain the following:

- An acknowledgment, "Prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation."
- A disclaimer, "The contents of this report reflect the views of the Kingsport Metropolitan Transportation Planning Organization. The Kingsport Metropolitan Transportation Planning Organization is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration, the Virginia Department of Transportation, the Lenowisco Planning District Commission, or the City of Kingsport, Tennessee. This report does not constitute a standard, specification, or regulation."

The following additional disclaimer statement needs to be included in all reports which identify specific improvements/alternatives:



- "FHWA or VDOT acceptance of this report as evidence of fulfillment of the objectives of this planning study does not constitute endorsement/approval of the need for any recommended improvements nor does it constitute approval of their location and design or a commitment to fund any such improvements. Additional project level environmental impact assessments and/or studies of alternatives may be necessary."

#### ARTICLE X - SETTLEMENT OF DISPUTES

Any factual disputes in connection with the work not disposed of by mutual agreement between the DEPARTMENT and the CITY shall be transmitted in writing to the Commissioner of Highways of the Virginia Department of Transportation and a 60 day period provided for his review and decision. The Commissioner, with assistance as needed from the FHWA, will rule on the question and his decision shall be final.

Any legal disputes in connection with the work not disposed of by mutual agreement between the DEPARTMENT and the CITY shall be transmitted in writing to the Commissioner of Highways of the Virginia Department of Transportation and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the FHWA, will rule on the question and his decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

#### ARTICLE XI - LIABILITY FOR PLANNING PROCESS AND ADMINISTRATION OF FUNDS

Nothing within this AGREEMENT shall be deemed to waive the DEPARTMENT's defense of sovereign immunity applicable to any claims which might arise as a consequence of the planning process, and further provides that the CITY will be responsible for the proper administration of funds pursuant to this AGREEMENT, the CITY's liability being hereby expressly limited to the administrative function performed by the CITY for the benefit of the MPO in accordance with the terms of this AGREEMENT.

#### ARTICLE XII- COMPLIANCE WITH TRANSPORTATION PLANNING, CLEAN AIR, TITLE VI CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE, NON-DISCRIMINATION AND OTHER APPLICABLE FEDERAL REQUIREMENTS

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of federal code and regulation related to transportation planning, clean air, Title VI civil rights, disadvantaged business enterprise, nondiscrimination and other applicable federal requirements. Concurrent with the submittal of the entire proposed Transportation Improvement Program to the FHWA and the FTA as part of the Statewide Transportation Improvement Program approval, the State and the MPO are federally required to provide certification at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements, including but not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303 and 23 CFR 450 Subpart C on transportation planning requirements;
2. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR Part 93);
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the FAST Act (Pub. L. 114-357) and 49 CFR Part 26 regarding the involvement of Disadvantaged Business Enterprises in DOT funded projects;
6. 23 CF Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR Parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature with whom it may contract or make agreement, shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as set out in ATTACHMENT G, attached hereto, and made a part of this AGREEMENT by reference.

In connection with the performance of this AGREEMENT, the CITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The CITY shall follow the Virginia Department of

Transportation's Disadvantaged Business Enterprise program and will use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with whom they may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, and set out in ATTACHMENT F attached hereto, and made part of this AGREEMENT by reference.

Further, the CITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

#### ARTICLE XIII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2- 4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in ATTACHMENT E, attached hereto and made part of this AGREEMENT.

#### ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the CITY after review and recommendation by the MPO.

#### ARTICLE XV - CERTIFICATIONS

The CITY and the DEPARTMENT in signing the attached certification statement as described in ATTACHMENT H shall acknowledge that neither the representative for the CITY nor the DEPARTMENT has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

By signing this AGREEMENT, the CITY also certifies that:

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

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

3. The CITY 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 Sub-Recipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THEREFORE, the DEPARTMENT and the CITY have executed this AGREEMENT on the day and year first above written.

[Acknowledgements and Attachments 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 Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,038.00 and

requiring \$504.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2018, 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, Chapter 10 of the Charter of the City of Kingsport, a Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,038.00 and requiring \$504.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2018 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, said letter being as follows:

FY-18 Letter of Authorization  
MPO PL, Federal and/or State Funding for Fiscal Year 2018  
Kingsport Urbanized Area  
CFDA 20.205, Highway Planning and Construction  
FY-18 Pass-Through Entity Identifying Number: UPC 0000111124

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2018 (July 1, 2017, to June 30, 2018).

These funds are to be used to finance the activities contained in the approved FY 2018 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2018 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

<b>Fund Type</b>	<b>Federal</b>	<b>State</b>	<b>Total Reimbursable Amount for FY-18</b>	<b>Local Match</b>	<b>Grand Total of Support for FY-18 UPWP Activities</b>
<b>PL</b>	\$4,030	\$504	\$4,534	\$504	\$5,038

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary. Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2017, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2018 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

[Acknowledgements and Attachments 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 Letter of Authorization 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 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 VIII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND VIRGINIA 23219 2000

Charles A. Kilpatrick, P.E.  
Commissioner

May 17, 2017

Mr. William Albright  
Transportation Planning Manager  
City of Kingsport, Tennessee  
201 W. Market St.  
Kingsport, TN 37660

Re: Kingsport Metropolitan Planning Organization (MPO)  
Federal PL Funding for Fiscal Year 2018

Dear Mr. Albright:

Enclosed are two copies of the FY-18 Letter of Authorization and Master Agreement for the expenditure of Metropolitan Planning (PL) funds. In order to expedite and simplify the process of executing the annual funding agreements, the Transportation and Mobility Planning Division is working directly with each MPO's office. The primary VDOT contact and project manager for all other urban planning activities will continue to be Mr. Donny Necessary of the Bristol District Planning Section. In order to ensure your PL funding is available for expenditures by July 1, 2017, we must ensure the agreement is executed by June 30, 2017.

As a reminder, master agreements are updated no less than every five years. The master agreement contains all of the federal and state regulatory provisions guiding the use of federal and state funds to support metropolitan planning in the Kingsport MPO area. Highlights of recent changes to the master agreements this year include:

- Updated sections of legal code(s), including the use of 2 CFR 200,
- Incorporates FOIA requirements,
- Provides additional details on appropriate billings eligible for reimbursement (receipts, cancelled check, etc.),
- Revises the traditional 30 day prompt payment reimbursement rule to reflect the federal statutory "15 business days" PL reimbursement rule (23 USC 104(d)(2)(B)),
- Revises the "ARTICLES" involving Civil Rights, DBEs and VA Fair Employment Contracting Act, including the sequence of two particular traditional ATTACHMENTS, and newly includes certain specifics on the ten key federal compliance requirements involved in 23 CFR 450.336 MPO related TIP certifications,
- Refers to 2 CFR 200.474 for travel related process

May 17, 2017  
Mr. William Albright  
Page Two

Please sign all documents and return them to my office by Friday, June 9, 2017, for execution by the Department. Upon execution, one copy of each will be returned to you for your records.

As a reminder, based on the implementing guidance of 2 CFR 200, MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. To be eligible to claim indirect costs, MPOs must develop and submit an Indirect Cost Allocation Plan (ICAP) proposal for review and approval of their indirect cost allocation rate. The cognizant agency is determined by the agency that provides the most grant funds to the entity, which can change from year to year. FHWA is VDOT's cognizant agency and has delegated the responsibility of ICAP reviews to VDOT. If VDOT is your cognizant agency, the ICAP proposal, Certificate of Indirect Costs, and required documentation, are to be submitted to the VDOT project manager who will forward to the VDOT Assurance and Compliance office for review.

The ICAP must be submitted to VDOT for approval annually unless a predetermined negotiated rate with a defined time period is used. MPOs using the 10% de minimis rate (2 CFR 200.414), must certify each year to VDOT that they still meet the minimum requirements. **MPOs that wish to use an established indirect cost allocation rate from VDOT or another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation planning projects where VDOT serves as the pass-through agency for reimbursement of federal funds. Otherwise, please provide documentation that supports the methodology used to determine the rate.** 2 CFR 200, Appendix VII outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

The Indirect Cost Certification Statement attachment for the FY-18 LOA has an area for you to provide the approved indirect cost rate you will be using. Please be sure this information is included when you return your LOA. Again, **please be sure to include a copy of the rate approval letter or documentation supporting the methodology used to determine the rate with your FY-18 LOA.** VDOT will need to provide this information to FHWA when the federal agreement is entered into FHWA's Fiscal Management Information System.

An annual financial audit is required in accordance with 2 CFR 200 Subpart F if the MPO expends \$750,000 or more in federal funds from all sources in its fiscal year. **If your MPO meets this criterion an audit must be submitted as per the Agreement.** Please note, the funds you are receiving through your FY-18 LOA are federal funds and should be included as part of your financial reporting process. VDOT's policy requires two copies of the audit report to be provided to the VDOT Project Manager within 60 days of the audit being completed.

As part of your annual financial audit, the accounting firm should review your indirect cost allocation plan and state in their findings whether or not there are any deficiencies with the plan. The final indirect cost rate based on this audit needs to be indicated in the audit report.

May 17, 2017  
Mr. William Albright  
Page Three

As per Article IX of the Agreement, draft reports must be submitted to VDOT for appropriate reviews and approvals prior to publication. The drafts should be submitted for review as soon as they are finalized; do not wait to submit them with the quarterly progress reports. Acknowledgment and disclaimer requirements for published reports are also covered by Article IX.

As a reminder, purchase of computer hardware or software with a unit cost of \$500 or more requires prior approval by VDOT. Such requests must be made in writing and include justifications.

We look forward to working with you, your staff and our local partners to address transportation planning needs within the urbanized areas of your region.

If you have any questions concerning the enclosed funding agreement, please contact Sam Curling of my staff at (804) 786-4216.

Sincerely,

A handwritten signature in black ink, reading "Marsha C Fiol". The signature is written in a cursive, flowing style.

Marsha C. Fiol  
State Transportation Planner

Enclosures

cc: Ms. Jessie Yung





# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, VIRGINIA 23219 2000

Charles A. Kilpatrick, P.E.  
Commissioner

May 17, 2017

Mr. William Albright  
Transportation Planning Manager  
City of Kingsport Tennessee  
201 West Market Street  
Kingsport, TN 37660

RE: FY-18 Letter of Authorization  
MPO PL, Federal and/or State Funding for Fiscal Year 2018  
Kingsport Urbanized Area  
CFDA 20.205, Highway Planning and Construction  
FY-18 Pass-Through Entity Identifying Number: UPC 000011124

Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2018 (July 1, 2017, to June 30, 2018).

These funds are to be used to finance the activities contained in the approved FY 2018 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2018 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-18	Local Match	Grand Total of Support for FY-18 UPWP Activities
PL	\$4,030	\$504	\$4,534	\$504	\$5,038

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.



Mr. William Albright  
Page Two  
May 17, 2017

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2017, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2018 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Marsha Fiol  
Transportation Mobility Planning  
Division Administrator

Date: \_\_\_\_\_

City of Kingsport on behalf of the Kingsport  
MPO

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

- Attachment 1 - Certifications
- Attachment 2 - Personnel and Salaries
- Attachment 3 - Indirect Cost Certification Statement
- Attachment 4 - DUNS Number and Place of Performance (POP) Information

ATTACHMENT 1

CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the Transportation Planning Manager of the City of Kingsport, TN, whose address is 201 West Market Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Transportation Mobility Planning  
Division Administrator

ATTACHMENT 2

PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN)

ATTACHMENT 3  
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. 2 CFR 200, Appendix VII outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

- ☒ - Do not charge indirect costs. (You have completed the form.)
- ☐ - Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

- ☐ - No change in indirect cost allocation plan previously submitted.
- ☐ - Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

- ☐ - There will be no significant change in the indirect cost rate \_\_\_\_\_% previously used. (Approved % rate must be provided here)
- Provide copy of rate approval (from VDOT or other cognizant agency)**
- ☐ - There will be a significant change in the indirect cost rate from that previously used. The proposed rate is \_\_\_\_\_%. (Proposed % rate must be provided here)
- (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

By: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 4

### DUNS Number & POP

As part of the federal award reporting process, VDOT is required to provide FHWA the DUNS Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

DUNS# 079027579

POP (area in which the project will be completed/performed)

City Kingsport Metropolitan Area

State Tennessee/Virginia

Zip Code +4 37660-4285

CITY OF KINGSPORT, TN

By: \_\_\_\_\_

Date: \_\_\_\_\_

**AN AGREEMENT FOR  
THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT  
METROPOLITAN PLANNING  
IN THE KINGSPORT AREA**

THIS AGREEMENT, effective July 1, 2017, is by and between the Commonwealth of Virginia Department of Transportation, hereinafter called the DEPARTMENT, and the City of Kingsport, Tennessee, hereinafter called the CITY, for the benefit of the Kingsport Metropolitan Transportation Planning Organization, hereinafter called the Metropolitan Planning Organization or MPO.

WHEREAS, the MPO has been designated by the Secretary of Transportation on behalf of the Governor of Virginia with the responsibility, together with the State and regional public transportation provider(s), for carrying out the Metropolitan Transportation Planning provisions of Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction); and

WHEREAS, the MPO has requested that the CITY act as fiscal agent to administer the Metropolitan Planning Funds (PL) funding, as well as any other federal or state funds used to support the MPO planning process for the Kingsport MPO area, as provided to the MPO under the provisions of Title 23 United States Code, Section 104(d);

NOW, THEREFORE, the DEPARTMENT and the CITY do hereby agree as follows:

**ARTICLE I - PURPOSE OF FUNDS**

Any federal or state funds made available under this AGREEMENT are to be used at the direction of the MPO which is responsible, in cooperation with the DEPARTMENT, for the Metropolitan Transportation Planning and Programming Process (Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction). An annual Unified Planning Work Program (UPWP) shall be prepared identifying the use of these funds in accordance with ARTICLE III of this AGREEMENT. Any significant modifications or additions to planning activities outlined in the UPWP during the fiscal year (FY) shall trigger the submission of a UPWP amendment by the MPO to the DEPARTMENT. The DEPARTMENT will submit the UPWP amendment to the Federal Highway Administration (FHWA) for review and approval. No reimbursements shall be made to the MPO for work activities conducted prior to FHWA's written approval of the UPWP or amendment.

Subject to annual budgetary appropriation, the DEPARTMENT shall transmit to the CITY, prior to July 1, each year an annual Letter of Authorization stipulating its share of the annual MPO budget. The cost allocation shall conform to the approved UPWP in accordance with the conditions of this AGREEMENT.

## ARTICLE II - SOURCE OF FUNDS

PL funds are apportioned to Virginia each fiscal year on the basis of the ratio which Virginia's total urbanized area population bears to the total urbanized area population of all states. PL funds apportioned to Virginia shall be allocated to the urbanized areas within Virginia as follows:

A portion of the PL funds shall be set aside annually for allocation to the air quality non-attainment/maintenance areas. The amount provided to an area shall be based on the severity of the air quality problem in that area (extreme/maintenance - \$30,000, severe/maintenance - \$25,000, serious - \$20,000, moderate/maintenance - \$15,000, or marginal/maintenance - \$10,000). When a non-attainment/maintenance area contains jurisdictions from more than one metropolitan study area, the allocation for air quality planning shall be proportioned to these study areas based on urbanized area population percentages for the non-attainment/maintenance jurisdictions only. Adjustments shall be made so that the minimum allocation of PL funds available for air quality consideration shall not be less than \$5,000.

The amount to be allocated annually from the remaining PL funds to each of the urbanized areas of the state shall be a base amount equal to \$50,000 times the percent that the area's urbanized population within Virginia is to its total urbanized area population, plus a proportionate share of the balance based on the ratio that each area's urbanized population within Virginia is to the total urbanized area population of the state. Adjustments to the allocations shall be made so that the minimum allocation of PL funds to an area shall not be less than \$50,000.

The PL funds, and the other federal and/or state funding sources used to carry out metropolitan transportation planning activities are subject to the provisions of this AGREEMENT as well as any applicable federal and state laws. These include, but are not limited to, the provisions and requirements of the Virginia Freedom of Information Act in the Code of Virginia at 2.2-3700, et sequel, as applicable to public bodies.

## ARTICLE III - STATEMENT OF WORK

Metropolitan transportation planning activities will be administered in accordance with the provisions of 23 CFR Part 420, Planning and Research Program Administration.

The activities eligible for reimbursement shall be outlined in the approved UPWP for the Kingsport area. The UPWP and any subsequent amendments must have written approval by the MPO, the DEPARTMENT, the FHWA, and other agencies as appropriate, including the Virginia Department of Rail and Public Transportation, and the Federal Transit Administration.

Any changes to an approved activity, reallocation of funds between activities, or any new activity to be performed with federal or state funds shall require an amendment to the

UPWP and approval by the MPO, the DEPARTMENT, and the FHWA. Requests for deprogramming of Federal Highway Administration transportation planning funds to the next fiscal year must be received by March 31 to allow ample time for processing and approval.

Written approvals by the DEPARTMENT and the FHWA and/or Department of Rail and Public Transportation (DRPT) and the Federal Transit Administration must be obtained for each study design for highway and/or public transit activities (respectively) that were included in, but not authorized by the initial, approved UPWP. These approvals must be obtained prior to initiating work activities for which the MPO will seek reimbursement.

Any approved UPWP work to be undertaken with federal or state funds by any party other than the CITY shall be the subject of a third-party agreement. Such agreements shall incorporate all provisions of this AGREEMENT. The scopes of service and agreements for such work must be submitted for written approval by the DEPARTMENT and FHWA prior to execution of the third-party agreement. It is recommended that any such third-party agreements be developed as soon as possible after the execution of this AGREEMENT.

There will be no reimbursement to third-parties for work performed prior to the execution date of such agreements. The administrative procedures contained in ATTACHMENT A of this AGREEMENT must be complied with if a consultant firm is to be engaged directly or under a pass-through agreement. If any federal or state funds are passed through to a local jurisdiction or consultant, the audit requirements in ATTACHMENT B are also applicable.

Those planning activities, description of work, and sources of funds documented in the approved Kingsport area UPWP and any subsequent amendments thereto as approved by the FHWA and the DEPARTMENT for funding are hereby subject to the conditions of this AGREEMENT.

Acquisition of equipment, as defined in 2 CFR 200 on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with federal or state funds shall be approved by FHWA and the DEPARTMENT prior to acquisition and shall be titled to the CITY. Procurement, property, and management standards shall be applicable to the acquisition, use, management, and disposition of such equipment.

#### ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the CITY eligible actual costs, as defined herein.

State and Federal funds are available solely for the reimbursement of the metropolitan transportation planning eligible, reasonable and necessary actual costs that have been incurred by the CITY. The reimbursement is available dependent upon appropriate billing of the actual costs incurred, that demonstrates-records that the approved UPWP



work activity has been satisfactorily performed and/or that a proper related expense has been paid (i.e.: receipt-of-payment or cancelled check for related work supplies or equipment.) In consideration of the fact that exact costs for each of the UPWP line items (i.e. separately budgeted tasks/subtasks) are difficult to estimate, the DEPARTMENT will allow a maximum of 10% overrun on the total funds budgeted for each UPWP line item with the following exceptions:

1. For line items for which the budget exceeds \$50,000, the maximum allowable cost overrun will be \$5,000.
2. For line items with a total budget of less than \$1,000, the maximum allowable overrun will be \$100.

It is understood that while such overruns will be allowed, in no case will the reimbursement for Federal or State funds exceed the total amount identified in the letter of authorization indicated in ARTICLE I of this AGREEMENT. These allowable line item overruns do not require an UPWP amendment.

Payments shall be made for billings rendered either monthly or quarterly for actual work completed. Billings for the first, second, and third quarters shall be submitted to the DEPARTMENT within 30 days after the end of each quarter. Acceptable billings shall be honored and paid to the CITY by the DEPARTMENT within 15 business days of their receipt. Payment for work performed during the final quarter of the year must be requested from the DEPARTMENT within 60 days after the end of the program year. All vouchers shall be supported by the progress reports specified in ARTICLE V of this AGREEMENT. Payment of the fourth quarter (final) billing for the given fiscal year will be made subject to acceptance by the DEPARTMENT of the work performed. The DEPARTMENT shall have the option to conduct a performance review at any time to ensure that the UPWP work tasks have been satisfactorily performed and are acceptable for final payment. The UPWP annual performance review shall be conducted as specified in ATTACHMENT D. All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 2 CFR 200.

The CITY shall be responsible for obtaining the audit coverage in accordance with the requirements set forth in 2 CFR 200 and the Federal Audit Guidelines provided by the DEPARTMENT, attached to this Agreement as ATTACHMENT C. Failure to comply with the requirements of 2 CFR 200 and the Federal Audit Guidelines provided by the DEPARTMENT shall result in the DEPARTMENT not entering into future Agreements with the CITY until auditing procedures are brought into compliance. The CITY will provide the DEPARTMENT with copies of the audit report as specified in ATTACHMENT C within 60 days of the audit being completed.

Any expenditure, work task or product that is questioned by the DEPARTMENT in the performance review of the UPWP will be discussed with the CITY's staff. In the event that agreement is reached that an improper expenditure or unauthorized work task has occurred, the DEPARTMENT will deduct the amount of the expenditure in question and

attach a copy of the exception to the CITY's copy of the final billing when paid. In the event that the performance review takes place after payment of the final bill, and an agreement is reached that the expenditure, work task or product is improper or unauthorized, the CITY will be billed in the amount of the expenditure in question, and the amount so billed will be promptly paid to the DEPARTMENT by the CITY.

Should there be disagreement between the DEPARTMENT and the CITY's staff, the exception will be transmitted in writing by the DEPARTMENT to the CITY's staff and opportunity afforded for review and comment. The Commissioner of Highways of the Virginia Department of Transportation, with assistance as needed from the FHWA, will rule on the exception. If the exception is ruled proper, the CITY will be billed in the amount of the exception and the amount so billed will be promptly paid to the DEPARTMENT by the CITY. The settlement of disputes not related to expenditures is covered by ARTICLE X of this AGREEMENT.

The CITY will complete a list of all personnel anticipated to charge time against activities covered by this AGREEMENT as described in the annual Letter of Authorization. This listing will identify personnel by payroll classification only (planner, technician, etc.) and their present actual payroll rate per hour or annual salary. The list shall be identified in and part of the Letter of Authorization.

Actual costs shall include direct salaries, payroll burden, indirect costs or overhead and direct non-salary costs. Such costs shall be maintained in the CITY'S records in accordance with generally accepted cost accounting procedures and recordation. Payroll burden and overhead costs shall be subject to the DEPARTMENT's review and approval. The CITY shall complete and sign an indirect cost certification as identified in and part of the annual Letter of Authorization.

Non-salary direct costs shall include purchase and rental of material, supplies, equipment, and services not normally included in the computation of overhead but necessary for the performance of work specified. Also included as direct non-salary costs shall be costs for certain communications and reproductions charged directly to the work specified plus necessary travel and per diem expenses. Travel costs should be in accordance with 2 CFR 200.474. Reimbursement for the cost of actual, reasonable and necessary mileage travelled on MPO business trips using CITY or personally owned automotive vehicles shall be according to the business mileage rates set out by the IRS. The currently applicable IRS mileage rates for reimbursement are found at the following website: <https://www.irs.gov/credits-deductions/individuals/standard-mileage-rates-glance>. Reimbursement for lodging and Meals and Incidental Travel Expense (M&IE) on MPO business trips shall be the actual, reasonable and necessary cost and within the per diem rates set out by the U.S. General Services Administration (GSA) and their travel cost guidance including 2 CFR 200.474. The currently applicable GSA reimbursement lodging and M&IE per diem rates are found at the following website, where the standard rate applies to destinations that are not specifically listed: <https://www.gsa.gov/portal/content/104877>.

Any travel performed in connection with planning activities for which expenses are estimated to exceed \$1,000 should be included in the MPO-approved UPWP and must have prior approval by the DEPARTMENT. The request shall include a brief explanation of the purpose for the travel, a cost estimate, and MPO concurrence. The appropriateness of costs incurred by the CITY shall be determined in accordance with the cost principles of 2 CFR 200.474.

Any computer or software purchases over \$500 needs prior approval by the DEPARTMENT. If the amount is \$5,000 or more, FHWA approval is required. These approvals require written documentation.

If work activities are to continue without interruption, this AGREEMENT must be executed prior to July 1, 2017. Any expenditure made or work performed by the CITY after this date and prior to the DEPARTMENT's execution of this AGREEMENT will not be eligible for reimbursement.

#### ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The CITY shall prepare quarterly progress schedules of the various phases of work and written progress reports based on such schedules outlining work accomplished during the quarter. The fourth quarter progress report shall address accomplishments for the entire year. Progress reports shall contain, as a minimum, the information required by 23 CFR Part 420. The schedules and reports shall be submitted to the DEPARTMENT with the billing vouchers as outlined in ARTICLE IV of this AGREEMENT.

#### ARTICLE VI - PERFORMANCE PERIOD

Activities identified in the UPWP shall be conducted on an annual basis, which shall extend from July 1 through June 30 and shall be renewed annually by a letter of authorization (LOA) from the DEPARTMENT to the CITY. The time of performance beyond the fiscal year may be extended by mutual agreement between the CITY and the DEPARTMENT subject to prior approval by the FHWA and/ or the FTA.

This AGREEMENT shall become effective when signed by all parties and shall be reviewed for consistency with all applicable laws and regulations annually but not less frequently than every five (5) years. All terms and conditions of this AGREEMENT shall remain in effect while undergoing the periodic review.

Authorized representatives of the DEPARTMENT and/or the Federal Highway Administration may inspect and review work in progress or completed during the period of this AGREEMENT.

#### ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from the Metropolitan Transportation Planning and Programming Process in the Kingsport MPO area.
2. Withdrawal of the 23 U.S.C. 134 designation to the MPO by the Governor.
3. Withdrawal of the MPO from the Metropolitan Transportation Planning and Programming Process.
4. By mutual agreement of the parties.
5. Cancellation of PL funds for the Metropolitan Transportation Planning and Programming Process by the Federal Government.

In the event of termination under provision 1, at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provisions 2, 3, 4 or 5, said termination shall be effective on the date of notification. Work completed up to the date of notification shall be eligible for compensation.

The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the CITY shall become the property of the DEPARTMENT.

#### ARTICLE VIII - RETENTION OF COST RECORDS

The CITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 2 CFR 200 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the CITY for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

#### ARTICLE IX - PUBLICATION PROVISIONS

The CITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT and the FHWA for review and approval prior to publication and distribution.

All reports published by the CITY or Sub-Recipient shall contain the following:

- An acknowledgment, "Prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation."
- A disclaimer, "The contents of this report reflect the views of the Kingsport Metropolitan Transportation Planning Organization. The Kingsport Metropolitan Transportation Planning Organization is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration, the Virginia Department of Transportation, the Lenowisco Planning District Commission, or the City of Kingsport, Tennessee. This report does not constitute a standard, specification, or regulation."

The following additional disclaimer statement needs to be included in all reports which identify specific improvements/alternatives:

- "FHWA or VDOT acceptance of this report as evidence of fulfillment of the objectives of this planning study does not constitute endorsement/approval of the need for any recommended improvements nor does it constitute approval of their location and design or a commitment to fund any such improvements. Additional project level environmental impact assessments and/or studies of alternatives may be necessary."

#### ARTICLE X - SETTLEMENT OF DISPUTES

Any factual disputes in connection with the work not disposed of by mutual agreement between the DEPARTMENT and the CITY shall be transmitted in writing to the Commissioner of Highways of the Virginia Department of Transportation and a 60 day period provided for his review and decision. The Commissioner, with assistance as needed from the FHWA, will rule on the question and his decision shall be final.

Any legal disputes in connection with the work not disposed of by mutual agreement between the DEPARTMENT and the CITY shall be transmitted in writing to the Commissioner of Highways of the Virginia Department of Transportation and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the FHWA, will rule on the question and his decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

#### ARTICLE XI - LIABILITY FOR PLANNING PROCESS AND ADMINISTRATION OF FUNDS

Nothing within this AGREEMENT shall be deemed to waive the DEPARTMENT's defense of sovereign immunity applicable to any claims which might arise as a consequence of the planning process, and further provides that the CITY will be responsible for the proper administration of funds pursuant to this AGREEMENT, the CITY's liability being hereby expressly limited to the administrative function performed



by the CITY for the benefit of the MPO in accordance with the terms of this AGREEMENT.

ARTICLE XII- COMPLIANCE WITH TRANSPORTATION PLANNING, CLEAN AIR, TITLE VI CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE, NON-DISCRIMINATION AND OTHER APPLICABLE FEDERAL REQUIREMENTS

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of federal code and regulation related to transportation planning, clean air, Title VI civil rights, disadvantaged business enterprise, nondiscrimination and other applicable federal requirements. Concurrent with the submittal of the entire proposed Transportation Improvement Program to the FHWA and the FTA as part of the Statewide Transportation Improvement Program approval, the State and the MPO are federally required to provide certification at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements, including but not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303 and 23 CFR 450 Subpart C on transportation planning requirements;
2. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR Part 93);
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the FAST Act (Pub. L. 114-357) and 49 CFR Part 26 regarding the involvement of Disadvantaged Business Enterprises in DOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR Parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature with whom it may contract or make agreement, shall comply with the

provisions of Title VI of the Civil Rights Act of 1964 as set out in ATTACHMENT G, attached hereto, and made a part of this AGREEMENT by reference.

In connection with the performance of this AGREEMENT, the CITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The CITY shall follow the Virginia Department of Transportation's Disadvantaged Business Enterprise program and will use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with whom they may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, and set out in ATTACHMENT F attached hereto, and made part of this AGREEMENT by reference.

Further, the CITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

#### ARTICLE XIII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2- 4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in ATTACHMENT E, attached hereto and made part of this AGREEMENT.

#### ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the CITY after review and recommendation by the MPO.

#### ARTICLE XV - CERTIFICATIONS

The CITY and the DEPARTMENT in signing the attached certification statement as described in ATTACHMENT H shall acknowledge that neither the representative for the CITY nor the DEPARTMENT has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

By signing this AGREEMENT, the CITY also certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the MPO shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
3. The CITY 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 Sub-Recipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



THEREFORE, the DEPARTMENT and the CITY have executed this AGREEMENT on the day and year first above written.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
State Transportation Planner

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

CITY OF KINGSPORT, TENNESSEE

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

ATTACHMENT A - Administrative Procedures for PL Funded Consultant Contracts  
ATTACHMENT B - Federal Audit Requirements for Sub-Recipients  
ATTACHMENT C - Federal Audit Guidelines  
ATTACHMENT D - Annual Performance Review of the UPWP  
ATTACHMENT E - Virginia Fair Employment Contracting Act  
ATTACHMENT F - Disadvantaged and Women Owned Business Enterprises  
ATTACHMENT G - Title VI Civil Rights  
ATTACHMENT H - Certification Statement

## ATTACHMENT A

### ADMINISTRATIVE PROCEDURES FOR FEDERALLY FUNDED CONSULTANT CONTRACTS

#### **Work Program**

Include a brief statement of work to be performed by consultant and identify total funds needed with a breakdown by fiscal year.

#### **Procurement**

The CITY must insure that required federal and state procurement procedures are followed for all contracts and subcontracts.

#### **Statement of Work**

Submit draft RFP through VDOT to FHWA with request for approval of scope of service/statement of work. FHWA approval will include a request for copies of all executed contracts, subcontracts and addenda thereto. Any work performed prior to date of FHWA approval of scope/statement of work is not eligible for reimbursement.

#### **Consultant Contract**

Submit executed contract/agreement, consultant proposal and, if different from approved draft, RFP/statement of work. The executed agreement and proposal combined are considered to be the consultant contract. The contract does not need FHWA review and approval prior to execution, but must contain all provisions of 23 CFR Part 172.

#### **Subcontracts**

Subcontracts do not need prior FHWA approval if the work to be subcontracted is identified in the consultant proposal. If not identified in the proposal, subcontract work is considered to be a change in scope and needs to be processed accordingly. Subcontract work should be approved in writing by the state. A copy of the state approval letter, executed subcontracts, and scopes of work will need to be submitted to FHWA. All subcontracts shall contain all required provisions of the prime contract.

### **Contract Amendments**

All contract changes (including subcontract work not previously approved) involving changes in scope of work require prior approval by the DEPARTMENT and FHWA. Copies of executed amended/supplemental contract/work orders need to be submitted to FHWA.

### **Reports**

Progress reports need to be provided to FHWA when prepared. Draft interim/final reports must be submitted to FHWA with a request for approval prior to publication and distribution of final version unless the FHWA has waived the requirement for prior approval. All reports must contain an acknowledgment, "Prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and the Virginia Department of Transportation," and a disclaimer, "The contents of this report reflect the views of the author(s) who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration, the Virginia Department of Transportation, the Lenowisco Planning District Commission, or the City of Kingsport, Tennessee. This report does not constitute a standard, specification, or regulation." The following additional disclaimer statement needs to be included in all reports which identify specific improvements/alternatives: "FHWA or VDOT acceptance of this report as evidence of fulfillment of the objectives of this planning study does not constitute endorsement/approval of the need for any recommended improvements nor does it constitute approval of their location and design or a commitment to fund any such improvements. Additional project level environmental impact assessments and/or studies of alternatives may be necessary."

## **ATTACHMENT B**

### **Federal Audit Requirements for Sub-Recipients**

#### Local Jurisdictions/Commissions

Any local jurisdiction which expends more than \$750,000 in Federal funds from all sources combined is subject to the requirements of 2 CFR 200. If such a locality receives Federal funds, even if passed through to a consultant, the audit must cover these funds. A copy of the audit report must be provided by the locality within 30 days of completion of the audit, but no later than one year after the end of the audit period unless a longer period is agreed to with the Federal agency, to the CITY for submittal to the DEPARTMENT.

#### Consultants

Pre-award audits are required for all consultant contracts. These audits will be conducted by the DEPARTMENT at the time that the contracts are submitted for approval in accordance with ARTICLE IV of this Agreement. Supporting data used by the consultants to prepare cost proposals may be required for these audits. Securing this data will be the responsibility of the CITY.

Final financial audits are required for cost plus net fee contracts and are optional for lump sum contracts. These audits will be conducted by the DEPARTMENT at the conclusion and acceptance of the consultants' services. Consultant contracts, invoices, and supporting data will be required for these audits. It will be the responsibility of the CITY to secure and provide this data to the DEPARTMENT.

## **ATTACHMENT C**

### **Federal Audit Guidelines In Accordance with 2 CFR 200**

The financial audit should be in accordance with the requirements of 2 CFR 200. An annual financial audit is required if the CITY expends \$ 750,000 or more in federal funds from all sources in its fiscal year.

Additional guidance is as follows:

1. Eligibility of costs is stressed for expenditures made within the grants. 2 CFR 200 and/ or 2 CFR 1201 should be referenced and applied. Generally, some of the problems encountered are:
  - a. unacceptable or no cost allocation plan.
  - b. arbitrary allocation of costs.
  - c. the failure to maintain time and attendance records.
  - d. if employee spends time on more than one grant, the failure to keep actual time spent on each grant.
  - e. improper documentation.
2. The report should have sufficient schedules, either main or supplementary, that identify beginning balances, revenues, expenditures by line item and individual grant, and fund balances. VDOT grants should be separated (see attached Exhibit A). A schedule of ineligible costs should also be included if such costs are found. A schedule showing budgeted amounts and expenditures by Unified Transportation Planning Work Program task/activity must be included.
3. The report should present a schedule of indirect costs, and be presented in a manner that indicates the method of developing the costs (including fringe benefits). Indirect costs should be analyzed for eligibility of costs included (interest, taxes, etc.) (See the attached sample Exhibits B and C.)

4. Costs should be classified so as to identify those that are expenditures by the grantee in contrast to those disbursements that are actually passed through to other Sub-Recipients. In addition, the scope of the audit should include the expenditures made by the Sub-Recipients and be identified in the audit report. This would include local jurisdictions, consultants, sub-consultants, and any other recipient of pass through funds.
5. Generally speaking, the question of what constitutes materiality in selection of parameters in sample testing and recognition of errors is left up to the auditor's professional judgment. However, we suggest that the size of each individual grant in the entity be considered when selecting these parameters rather than total overall operation of the entity. (Refer to 2 CFR 200).

Audit reports shall be submitted by the CITY in accordance with the provisions of 2 CFR 200 to VDOT.

In addition two copies of the audit reports and two copies of the Assurance and Compliance Office's Review of the report are to be sent by the CITY to:

Virginia Department of Transportation  
Attention: Donny Necessary  
VDOT Bristol District Office  
870 Bonham Road  
Bristol, VA 24201

## Exhibit A

Changes in Fund Balances  
for the Year Ended June 30

	General Fund	FTA	VDOT Transit	VDOT SPR	VDOT PL	All Other Grants (in Detail)	Total
Support and Revenue:							
Support:							
Direct Federal Grants							
Pass-Through Federal Contributions							
State Grants							
Revenue:							
Fees and Assessments							
Investment Income							
Miscellaneous							
Total							
Expenses:							
Direct:							
Salaries							
Fringe Benefits - Schedule 1							
Total Direct Salaries & Fringe							
Benefits							
Travel							
Education and Training							
Printing and Reproduction							
Advertising							
Supplies							
Consultants/Contractual							
Project Inspection Fee							
Pass-through							
In-Kind							
Total Direct							
Indirect:							
Salaries							
Fringe Benefits - Schedule 1							
Other - Schedule 2							
Total Indirect							
Total Direct and Indirect							
Depreciation - Not Allocated							
Total Expenses							
Excess of Support and Revenue over Expenses							
Fund Balance - Beginning of Year							
Adjustments to Fund							
Annual Leave Accrual							
Fixed Assets							
Fund Balance - End of Year							

The accompanying notes are an integral  
part of these statements.

Exhibit B

Fringe Benefits  
For the Year Ended June 30

Employer Contributions - FICA

Employer Contributions - Health Insurance

Employer Contributions - Life & Disability Insurance

Employer Contributions - Retirement

Workmen's Compensation Insurance

Unemployment Compensation Insurance

TOTAL FRINGE BENEFITS

---

---

The accompanying notes are an integral part of these statements.



Exhibit C

Indirect Expenses  
For the Year Ended June 30

City's Compensation

Salaries

Employee Benefits

Office Supplies

Contractual Services

Office equipment rental & maintenance

Office rental

Insurance

Telephone

Travel

Postage

Recruitment

Rent

Special meetings

Moving expense

Dues, subs and membership

Copying costs

Auditing/Advertising

1) Legal Services

Miscellaneous

2) Interest Expense

TOTAL INDIRECT EXPENSE

1) Subject to approval

2) Ineligible cost

The accompanying notes are an integral part of these statements

## ATTACHMENT D

### ANNUAL PERFORMANCE REVIEW OF THE UNIFIED PLANNING WORK PROGRAM

An annual review of the work tasks in the United Planning Work Program (UPWP) shall be conducted to ensure that the work tasks have been satisfactorily performed. While a review of the UPWP and any tasks or work products identified therein may be undertaken at any time during the fiscal year, the annual performance review shall be conducted after the fourth quarter (final) billing is received - see ARTICLE IV of this AGREEMENT. The performance period is specified in ARTICLE VI of this AGREEMENT

The annual UPWP performance review shall be conducted by the DEPARTMENT (including the District Planning Manager and representatives from the Transportation and Mobility Planning Division), and shall include representatives of the CITY. Additional representatives may include the Department of Rail and Public Transportation (DRPT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) and any locality or local/regional agency that may have performed a work task in the UPWP.

The review shall include from the UPWP a description of the work task, scope of work and the end product that was anticipated when the UPWP was approved. The CITY staff shall provide any reports, work papers or other evidence of the work performed. Documentation shall be provided for any issues that may have affected the anticipated work process or performance. Documentation must also be provided for any changes in the work tasks, scope of work or end product. In cases where the work tasks could not be completed during the fiscal year, appropriate documentation shall be provided for a partial payment for the work as well as any requests that may have been made for carry-over of the work task into the next fiscal year. In cases where the work task may have been terminated, documentation shall be provided as to the reasons for the termination. Any adjustments to the payments for work tasks shall be in accordance with ARTICLE IV of this AGREEMENT.

The annual performance review shall be documented by the DEPARTMENT and forwarded to the CITY, the federal and state agencies and other participants in the UPWP performance review.

**ATTACHMENT E**  
**VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT**

Section 2.2-4201 Code of Virginia (1950) as amended

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over ten thousand dollars.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.

The contractor will include the provisions of the foregoing paragraphs 1 and 2 in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this chapter shall be deemed to empower any agency to require any contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth.

## **ATTACHMENT F**

### **PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS**

49 CFR Part 26, as amended

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The CITY agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the CITY shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The CITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The CITY agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the Virginia Department of Transportation (VDOT) or such remedy as the VDOT deems appropriate.

## ATTACHMENT G

### NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (49 CFR, Part 21 and Part 26 hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Attachment B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor shall be notified of the contractor's obligations under this contract.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Virginia Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Virginia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ATTACHMENT H

### CERTIFICATION OF CITY OF KINGSPORT, TENNESSEE

I hereby certify that I am the City Manager of the CITY OF KINGSPORT, TENNESSEE whose address is 225 West Center Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, regarding this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE

### CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the State Transportation Planner of the Virginia Department of Transportation of the Commonwealth of Virginia, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U.S Department Transportation, regarding this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
State Transportation Planner



## AGENDA ACTION FORM

### Adopt the Fee Resolution for FY 2018 Fees and Charges Provided for in the City Code

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

Action Form No.: AF-130-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Angie Marshall, Judy Smith  
 Presentation By: Jeff Fleming

#### Recommendation:

Approve the updated fee Resolution.

#### Executive Summary:

There have been no changes to the fee resolution that was set for fiscal year 2017 other than to update effective dates throughout the document. Staff recommends the BMA formally approve this resolution to set FY18 fees and charges accordingly.

#### Attachments:

1. Fee Resolution

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



## **RESOLUTION NO. 2017-**

### **A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES**

WHEREAS, a Code of Ordinances of the City of Kingsport, Tennessee, went into effect October 26, 2012; and

WHEREAS, various fees and charges provided for in said Code must be set by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport that the rates, fees, and charges as provided by the Kingsport City Code be approved as provided for in the following schedule.

## KINGSPORT CODE OF ORDINANCES

### SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2017- , JUNE 20, 2017

Effective July 1, 2017, unless otherwise stated herein

#### **Chapter 2 - Administration**

- A. Returned check handling charge ..... \$30.00
- B. Kingsport City Flag ..... Cost + \$5.00
- C. City Court costs (per case) ..... \$60.00
  - (a) State Litigation fee ..... \$13.75
  - (b) Local Litigation fee ..... \$13.75
- D. Public Records
  - 1. Code of Ordinances
    - (a) 2012 Code of Ordinances (hard copy) ..... \$188.00
    - (b) 2012 Code of Ordinances (hard copy in binder with tabs) ..... \$293.00
    - (c) Each Supplement to the 2012 Code of Ordinances (hard copy)..... \$63.81
    - (d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs)..... \$60.00
  - 2. Copy/Duplication
    - (a) Per page – black and white (more than 10 pages)..... \$0.15
    - (b) Per page – color (more than 10 pages) ..... \$0.50
    - (c) Audiotape ..... \$5.00
    - (d) Compact Disc ..... \$5.00
    - (e) Digital Video Disc ..... \$5.00
    - (f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.
- E. Credit and Debit Card Transactions and Convenience Fees .....
  - 1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods ..... \$3.00
    - (a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above ..... \$500.00
  - 2. Payment transactions made “face-to-face” ..... \$0.00
    - (a) Transaction Limit on Utility Payments made by Credit or Debit Cards “face-to-face” ..... \$2,500.00
  - 3. Payment transactions made via internet through Kingsport Public Library payment systems..... \$0.50
- F. Engineering
  - 1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).
    - (a) Construction plans, specifications, bid form and associated documents ..... \$50.00

## Chapter 6 - Alcoholic Beverages and Beer (all application filing fees are nonrefundable)

A. On-Premises and/or Off-Premises beer permit application filing fee .....	\$250.00
B. Special occasion/Multiple event beer application fee (calendar year fee) .....	\$50.00
C. Temporary beer application fee .....	\$50.00

## Chapter 14 - Animals

A. Picking Up Animal Carcasses from Veterinarians	
1. Up to 50 pounds .....	\$4.00
2. 51 - 99 pounds .....	\$6.00
3. Over 100 pounds .....	\$25.00

Livestock carcasses will be picked up only upon approval of the Chief of Police.  
The fee shall be determined on the basis of the cost for equipment and personnel.

## Chapter 22 - Building and Building Regulations

A. Electrical	
1. Permit fees	
(a) Minimum electrical inspection fee .....	\$20.00
(b) Outlets, each .....	\$0.50
(c) Incandescent fixtures, each .....	\$0.50
(d) Fluorescent fixtures, each .....	\$0.50
(e) Switches, each .....	\$0.50
(f) Motors	
(1) Fractional .....	\$1.00
(2) Each additional motor or horsepower or fraction thereof .....	\$1.00
(g) Services	
(1) Up to and including 100 amperes .....	\$20.00
(2) Each additional 100 amperes .....	\$10.00
(h) Temporary Service .....	\$20.00
(i) Water Heater .....	\$5.00
(j) Range .....	\$5.00
(k) Dryer .....	\$5.00
(l) Transformer, each KVA .....	\$0.50
(m) Heating System, per KW .....	\$1.00
(n) Additional inspections made necessary by insufficient or unacceptable work .....	\$20.00
2. Electricians	
(a) Examination fee .....	\$20.00
(b) Electric contractor annual licensing fee .....	\$50.00
3. Antenna Permit & Satellite Dish Permit .....	\$20.00
B. Gas	
1. Gas permit fees	
(a) Minimum gas inspection fee .....	\$20.00
(b) Conversion burners, heating boilers	
(1) Up to and including 1,200 square feet of steam or 1,800 square feet of water .....	\$20.00

	(2)	1,201 to 5,000 square feet of steam or over 1,800 square feet of water .....	\$25.00
	(3)	5,001 to 25,000 square feet of steam.....	\$35.00
	(4)	Over 25,000 square feet of steam.....	\$45.00
(c)		Conversion burners, power boilers	
	(1)	Up to and including 5 horsepower.....	\$20.00
	(2)	6 - 50 horsepower.....	\$25.00
	(3)	51 - 150 horsepower.....	\$35.00
	(4)	Over 150 horsepower .....	\$45.00
(d)		Furnaces	
	(1)	Up to and including 100,000 BTU .....	\$15.00
	(2)	Over 100,000 BTU.....	\$25.00
	(3)	Floor furnace (one) .....	\$15.00
	(4)	Each additional floor furnace (in same building).....	\$10.00
(e)		Conversion burners, furnaces	
	(1)	Up to and including 100,000 BTU .....	\$20.00
	(2)	100,001 to 200,000 BTU.....	\$25.00
	(3)	Over 200,000 BTU.....	\$45.00
(f)		Space heaters	
	(1)	Up to and including 30,000 BTU .....	\$20.00
	(2)	30,001 to 50,000 BTU.....	\$25.00
	(3)	Over 50,000 BTU.....	\$30.00
	(4)	Each additional space heater (in same building) .....	\$10.00
(g)		Unit heaters	
	(1)	50,000 - 200,000 BTU, each .....	\$20.00
	(2)	Over 200,000 BTU.....	\$25.00
(h)		Accessory gas equipment	
	(1)	Grills, dryers, ranges, fryers, logs, etc. ....	\$15.00
	(2)	Pool heater up to 100,000 BTU.....	\$15.00
	(3)	Pool heater and other equipment over 100,000 BTU ....	\$25.00
	(4)	Water heater up to and including 100,000 BTU.....	\$15.00
	(5)	Water heater over 100,000 BTU .....	\$25.00
(i)		Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):	
	(1)	20,000 - 200,000 BTU.....	\$20.00
	(2)	200,001 - 300,000 BTU.....	\$25.00
	(3)	300,001 - 1,000,000 BTU.....	\$30.00
	(4)	1,000,001 - 5,000,000 BTU.....	\$35.00
	(5)	Over 5,000,000 BTU .....	\$40.00
(k)		Pipe testing for gas installation	
		Minimum fee for testing gas pipe installation .....	\$20.00

2. Gas Fitters

(a)	Examination fee.....	\$20.00
(b)	Annual licensing fee .....	\$50.00
(c)	Additional inspections necessary due to insufficient or unacceptable work.....	\$20.00

C. Plumbing

1. Permit and inspection fees

(a)	Minimum fee for plumbing installations.....	20.00
(b)	Each fixture or opening into sewer line .....	\$5.00
(c)	Water heater opening fee .....	\$5.00

- (d) Additional inspections necessary due to insufficient or unacceptable work..... \$20.00
    - (e) Connection to the City sewer system..... \$20.00  
(new and replacement)
  - 2. Plumbers
    - (a) Examination fee..... \$20.00
    - (b) Annual license fee ..... \$50.00
    - (c) Working without a Permit (all types) ..... Double the permit fee
- D. Mechanical
  - 1. Permit fees
    - (a) Minimum mechanical permit issuance fee ..... \$20.00
    - (b) Fee for heating/ventilating duct, air conditioning and refrigeration systems ..... \$20.00 + \$5.00 per \$1,000.00 of job cost
    - (c) Fee for sprinkler and fire suppression systems .....  
..... \$20.00 + \$5.00 per \$1,000.00 of job cost
    - (d) Boilers based on BTU input
      - (1) 33,000 (1 BHP) - 165,000 BTU (5 BHP) ..... \$20.00
      - (2) 165,001 (5 BHP) - 330,000 BTU (10 BHP)..... \$25.00
      - (3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP) ..... \$30.00
      - (4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP) ..... \$35.00
      - (5) Over 3,300,000 BTU ..... \$45.00
- E. Building Permit Fees
  - 1. Total Valuation
    - (a) \$1.00 - \$2,000, minimum fee ..... \$20.00
    - (b) \$2,001 - \$50,000: \$20.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000
    - (c) \$50,001 - \$100,000: \$236.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000
    - (d) \$100,001 - \$500,000 - \$411.00 for the first \$100,000 plus \$2.50 for each additional thousand or fraction thereof, up to and including \$500,000
    - (e) \$500,001.00 and up - \$1,611 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof
    - (f) **Building without a Permit ..... Double the Permit Fee**
  - 2. Moving of any building or structure..... \$75.00
  - 3. Demolition
    - (a) Residential building or structure..... \$50.00
    - (b) Commercial structure ..... \$100.00
  - 4. Temporary structures, tents, banners, etc. (minimum fee) ..... \$20.00
    - (a) Tents, 30-day maximum
    - (b) Banners, 15-day maximum twice a year
  - 5. Sign permits, per square foot (minimum \$20 fee if less than 20 sq. ft.)..... \$1.00
- F. Plans Review
  - 1. Review Fee, Residential ..... No fee
  - 2. Review Fee, Commercial and Multi-family (3 or more units) based on construction value:
    - (a) Up to \$100,000 ..... \$25.00
    - (b) \$100,001 - \$200,000 ..... \$50.00

(c)	\$200,001 - \$300,000 .....	\$100.00
(d)	\$300,001 - \$400,000 .....	\$150.00
(e)	\$400,001 - \$500,000 .....	\$200.00
(f)	\$500,001 - \$1,000,000 .....	\$250.00
(g)	\$1,000,001 - \$2,000,000 .....	\$300.00
(h)	\$2,000,001 - \$3,000,000 .....	\$350.00
(i)	\$3,000,001 - \$4,000,000 .....	\$400.00
(j)	\$4,000,001 - \$5,000,000 .....	\$500.00
(k)	\$5,000,001 and above.....	Value X 0.0001

#### **Chapter 26 - Businesses**

A.	Massage parlor permit application fee (nonrefundable) .....	\$250.00
B.	Fortunetellers, Clairvoyants and Similar Pursuits Permit application fee .....	\$250.00
	<i>The permit shall remain valid for one year after issuance.</i>	

#### **Chapter 34 – Emergency Management and Services**

A.	Automatic Police or Fire Alarm Systems	
1.	Residential device permit .....	\$15.00
2.	Commercial device permit .....	\$25.00
3.	False alarm response charge, for each response .....	\$15.00
4.	Alarm monitoring fee, per month per alarm .....	\$12.50

#### **Chapter 54 – Library**

A.	Library User Fees	
1.	Non-resident fee, per year .....	No charge
2.	Overdue fines	
(a)	Charge per day, each book or other non-video/film circulating item (maximum \$2.00 each Adult item or Juvenile item).....	\$0.20
(b)	Charge per day each video/DVD (max. \$5.00 each video/DVD).....	\$1.00
(c)	Charge per hour each non-circulating item.....	\$0.25
(d)	Charge per day each MP3 Player (max. \$10.00 each player).....	\$2.00
(e)	Charge per day each Storytelling Kit (max. \$20.00 each kit).....	\$2.00
(f)	Charge per day each Nook .....	\$5.00
(g)	Charge if color Nook is more than 25 days overdue (replacement) .....	\$249.00
(h)	Charge if black & white Nook is more than 25 days overdue (replacement) .....	\$139.00
(i)	Charge for Nook returned in drop box .....	\$25.00
(j)	Charge if Nook charger is returned uncharged .....	\$2.00
(k)	Charge per day each Playaway View .....	\$5.00
(l)	Charge if Playaway View is returned anywhere but to Library staff .....	\$5.00
(m)	Charge if Playaway View is returned uncharged .....	\$2.00
3.	Lost material fees	
(a)	Collection materials, plus replacement cost.....	\$10.00
(b)	Library Card replacement .....	\$1.00
(c)	Color Nook.....	\$249.00
(d)	Black & White Nook .....	\$139.00
(e)	Cover for Nook (depending on type) .....	\$24.95/\$29.95
(f)	Playaway View .....	\$99.00



	(g) Charging cord replacement for Playaway View .....	\$14.00
4.	Duplication fee	
	(a) Photocopying or printing per page.....	\$0.15
	(b) Microfilm or microfiche copying per page .....	\$0.15
	(c) Color Copy per page .....	\$0.50
5.	Auditorium use, per hour (3-hour minimum).....	\$10.00
6.	Board Room, per hour (3-hour minimum).....	\$5.00
7.	Kitchen, per use.....	\$15.00
8.	Television/DVD Player, per use .....	\$15.00
9.	Slide Projector, per use.....	\$15.00
10.	Overhead Projector, per use .....	\$15.00
11.	3D Printer	
	(a) Per Gram of PLA, nGen filament.....	\$0.10
	(b) Per Gram of XT Filament .....	\$0.15
	(c) Per Print Request.....	\$1.00

**B. Archives User Fees**

1.	Publication (print, electronic, video or film) use fee, images	
	(a) For profit corporations, partnerships, businesses or individuals	
	(1) Editorial (i.e. within a published work).....	\$20.00
	(2) News organizations .....	\$20.00
	(3) Non-editorial (i.e. posters, brochures, etc.) .....	\$100.00
	(b) Non-profit corporations, organizations, government agencies or individuals	
	(1) Editorial, educational, personal.....	\$10.00
	(2) Non-editorial.....	\$10.00
2.	Publication use fee, audio/video, for profit only	
	(a) For profit corporations	
	(1) Audio recording, per minute.....	\$50.00
	(2) Video recording, per minute.....	\$50.00
	(b) For non-profit corporations	
	(1) Audio recording, per minute.....	\$25.00
	(2) Video recording, per minute.....	\$25.00
3.	Exhibition use fee	
	(a) For profit .....	\$25.00
	(b) Non-profit .....	\$10.00
4.	Videotaping or filming onsite fee	
	(a) For profit set up.....	No charge
	(b) For profit pull fee per item .....	No charge
	(c) Non-profit, set up fee only .....	No charge
5.	Duplication fee, photocopying	
	(a) 8" x 10 " or 11" x 14" paper per page.....	\$0.15
	(b) 11" x 17" paper per page.....	\$0.15
6.	Duplication fee, scanning	
	Per image (\$10.00 minimum includes first image cost) .....	\$1.00
7.	Duplication fee, audio recordings	
	(a) Tapes each .....	\$3.00
	(b) CD, each.....	\$5.00
	(c) Staff time per hour (½-hour minimum).....	\$8.00
8.	Duplication fee, video recordings	
	(a) Tapes each .....	\$5.00
	(b) Staff time per hour (min. ½ hour).....	\$8.00
9.	Duplication fee, slides	

- (a) For profit per group of 10 slides, plus offsite duplication cost ..... \$25.00
- (b) Non-profit per group of 10 slides, plus offsite duplication cost ..... \$5.00
- 10. Faxing fee per group of 10 pages, plus duplication cost..... \$2.00
- 11. Postage and handling fee
  - (a) Total order cost of \$10.00 or less ..... \$2.00
  - (b) Total order cost between \$10.00 and \$20.00 ..... \$3.00
  - (c) Total order cost of \$20.00 or more ..... \$4.00
  - (d) Certified mail (large orders)..... \$7.00
- C. Reservation of Study Space and Media Center- for up to four hours at a time
  - 1. Study Space
    - (a) Non-commercial/Non profit.....\$0.00
    - (b) Commercial use.....\$5.00
  - 2. Media Center
    - (a) Non-commercial/Non profit.....\$0.00
    - (b) Commercial use.....\$15.00

## Chapter 58 - Manufactured Homes and Trailers

- A. Permit Application Fee (each space or proposed space) ..... \$1.00  
*The permit shall expire at the end of each calendar year.*
- B. Permit Transfer (each space) ..... \$1.00

## Chapter 62 – Offenses and Nuisances

### State Law References:

- (a) Tennessee Sexual Offender and Violent Sexual Offender Registration Verification and Tracking Act of 2004
- (b) Tennessee Code Annotated Title 40 Chapter 39 Section 204

- A. Sexual offender registration fee..... \$150.00
- B. Violent sexual offender registration fee..... \$150.00

## Chapter 66 – Parks and Recreation

**NOTE:** Facility fees for the Cultural Arts *and* Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Leadership Kingsport
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport Tomorrow

### CULTURAL ARTS EVENTS/FACILITIES:

- A. Cultural Arts Fees for Special Events
  - 1. Concerts/Theatre Performances ..... \$5.00 - \$30.00  
 (cost per adult, senior and student ticket will be determined on each event basis)
  - 2. "Christmas Connection" - Annual arts and crafts



(Admission fee to be determined on event basis)

Festival fee per exhibitor's space ..... \$100.00 - \$125.00  
(based on hours of operation)

3. Carousel Fine Arts & Crafts Show Festival Fee.....\$80.00 - \$130.00  
(based on hours of operation)

**B. Kingsport Renaissance Center**

Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

1. Room Rentals. Room rentals shall be subject to the following conditions:

(1) Fees are per hour.

(2) 3-hour minimum rental. Plus base fee = 1 hour rental.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$13.00
230	Meeting Room	23 x 30	\$13.00
231	Gallery	23 x 30	\$13.00
232	Gallery	23 x 30	\$13.00
239	Exhibit/Meeting	23 x 46	\$20.00
302	Dance Studio	23 x 45	\$20.00
310	Rehearsal Hall	36 x 54	\$22.00

2. Specialty Areas

(a) Gymnasium, per hour (2 hour minimum) ..... \$20.00

(b) Theatre, per hour (3-hour minimum)..... \$25.00

Theater rentals shall be subject to the following conditions:

(1) Rental of the theater includes use of the house lights only.

(2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.

(c) First Floor Courtyard (3-hour minimum)..... \$20.00

(d) Second and Third Floor Atriums (3-hour minimum) ..... \$20.00

(1) Rental must be in conjunction with another room rental

(2) Certain activities may be restricted.

(e) Dining Room, per hour (3-hour minimum)..... \$20.00

3. Equipment Rentals

(a) Piano rental, per use ..... \$25.00

4. Marquee, 3-day minimum per side ..... \$30.00

The City Manager or his designee has the authority to reduce any of the above fees for special promotions or events.

**PARK AND RECREATION EVENTS/FACILITIES:**

**A. Civic Auditorium Rental Fees**

NOTE: Damage Deposit – 50% of rental fee may apply at the discretion of the Civic Auditorium Management

1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)
  - (a) With Building Access ..... \$300.00
  - (b) With Building Access, event with Sales/Tickets ..... \$340.00
  - (c) Without Building Access ..... \$130.00
  - (d) Without Building Access, event with Sales/Tickets ..... \$145.00
  - (e) Equipment Fees
    - (1) Tables - each per day ..... \$4.00
    - (2) Chairs - each per day ..... \$2.00
2. Main Auditorium
  - (a) Inside City rentals, per day (8-hour maximum)
    - (Includes tables & chairs) ..... \$300.00
    - (1) Set up day (8-hour maximum) ..... \$150.00
  - (b) Inside City rentals, per day, event with Sales/Tickets
    - (8-hr. maximum) ..... \$340.00
  - (c) Outside City rentals, per day (8-hour maximum)
    - (Includes tables & chairs) ..... \$360.00
    - (1) Set up day (8-hour maximum) ..... \$165.00
  - (d) Outside City rentals, per day, event with Sales/Tickets
    - (8-hour maximum) ..... \$400.00
  - (e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs]
    - (1) Set-up day (not open to public) ..... \$240.00
    - (2) Sales/open dates (per day) ..... \$540.00
  - (f) Volleyball/Basketball/Tennis, per hour (2-hour minimum) .... \$30.00
    - (1) Vendor fee, event with Sales/Tickets ..... \$15.00
  - (g) Stage only rental, per hour (2-hour minimum) ..... \$22.00
  - (h) Empty Auditorium rental, per hour (2-hour minimum) ..... \$30.00
  - (i) Main Auditorium rentals limited to 8-hour blocks
    - (1) Regular rental/additional time, per hour ..... \$40.00
    - (2) Exhibit rental/additional time, per hour ..... \$70.00
3. Meeting/Party Rooms\*
 

\*All rooms are rented for a minimum of three (3) hours at a time. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Civic Auditorium.

\*\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

  - (a) Room 3 per hour each ..... \$7.00
  - (b) Room 3 per hour each event with Sales/Tickets ..... \$8.00
  - (c) Room 4 per hour each ..... \$6.00
  - (d) Room 4 per hour each event with Sales/Tickets ..... \$7.00
  - (e) Rooms 3 and 4 together, per hour ..... \$8.00
  - (f) Rooms 3 and 4 together, per hour event with Sales/Tickets .. \$9.00
  - (g) Conference Room, per hour ..... \$13.00
  - (h) Conference Room, per hour event with Sales/Tickets ..... \$15.00
  - (i) Fun Fest, History, West and East Rooms, per hour each .... \$12.00
  - (j) Fun Fest, History, West and East Rooms, per hour each
    - event with Sales/Tickets ..... \$14.00
  - (k) All meeting/party rooms, per day (8-hour maximum)
    - with rental of the Main Auditorium ..... \$300.00
    - (Any additional time, per hour/per room, at regular rate)
  - (l) Exhibits, per room/per hour, room rate plus 80%.
4. Equipment rental

- (a) Tables – each per day ..... \$1.50
  - (b) Chairs – each per day ..... \$0.75
  - (c) Marquee - per day (includes both panels) ..... \$10.00
  - (d) Piano ..... (Must pay fee to have piano tuned)
  - (e) Risers, each, per day..... \$3.00
  - (f) TV/VCR/DVD, (each, per event) ..... \$20.00
  - (g) Flip Chart, per event..... \$20.00
  - (h) White Board, per event..... \$10.00
  - (i) Overhead Projector, per event..... \$15.00
  - (j) LCD Projector and Screen, per event ..... \$40.00
  - (k) Wi-Fi connection, per day.....\$50.00
  - Maximum charge per event..... \$100.00
- 5. Equipment rental off-site
  - (a) Tables, per day each ..... \$8.00
  - (b) Risers, per day each..... \$11.00
  - (c) Chairs (plastic), per day each ..... \$1.50
  - Renters must pick up and return or pay delivery charge.
  - Minimum Delivery Charge per truckload..... \$50.00
  - (Truckload is up to 100 chairs & 20 tables)
- 6. Tennis Session Fee (1 ½ -hour blocks)..... \$20.00
- B. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees
  - 1. Douglas Room – (Includes Tables and Chairs)
    - (a) City residents, individual & groups,  
per hour (2-hour minimum)..... \$25.00
    - (b) City residents, individual & groups, per hour, event  
with Sales/Tickets (2 hour minimum) ..... \$28.00
    - (c) Non-City residents, individual & groups,  
per hour (2-hour minimum) ..... \$40.00
    - (d) Non-City residents, individual & groups, per hour, event  
with Sales/Tickets (2 hour minimum) ..... \$45.00
    - (e) Equipment Fees  
LCD Projector and Screen, per event..... \$40.00
    - (f) Catering Kitchen
      - (1) Use w/Douglass Room **no** food preparation, per event... \$25.00
      - (2) Use w/Douglass Room **for** food preparation, per event ... \$40.00
    - (g) Damage Deposit – 50% of rental fee may apply at the discretion of the Landlord
  - 2. Computer/Learning Lab Rental Fees
    - (a) Computer/Learning Lab use for training purposes per hour. \$16.00
  - 3. Eastman Foundation Conference Rm. per hour (2-hour minimum) . \$13.00
    - (a) Eastman Foundation Conference Room per hour  
Event with Sales/Tickets (2 hour minimum) ..... \$15.00
    - (b) Equipment fees
      - (1) LCD projector and screen, per event..... \$40.00
  - 4. Gym #1 Rental – (Excludes Concession Rights)
    - (a) Gymnasium Usage, per hour (2-hour minimum) ..... \$30.00
    - (b) Use of Locker Room/Showers (per day for event) ..... \$20.00
    - (c) Gymnasium Rental Deposit (per day of use) ..... \$50.00
  - 5. Gym #2 Rental – (Excludes Concession Rights)
    - (a) Gymnasium Usage, per hour (2-hour minimum) ..... \$40.00
    - (b) Use of Locker Room/Showers (per day for event) ..... \$20.00
    - (c) Gymnasium Rental Deposit (per day of use)..... \$50.00

6. Vendor Fee, Gyms 1 and 2 per event with Sales/Tickets.....\$30.00
7. Equipment Fees
  - (a) Tables, each per day ..... \$5.00
  - (b) Chairs, each per day ..... \$2.00
  - (c) Speaker Phone, per event..... \$50.00
  - (d) Overhead, per event..... \$15.00
  - (e) TV/VCR/DVD, per event..... \$20.00
  - (f) LCD Projector, per event..... \$40.00
  - (g) Microphone and Sound Equipment, per day ..... \$40.00
  - (h) Wi-Fi connection, per day ..... \$50.00
  - Maximum charge per event.....\$100.00
8. Field Rental
  - (a) Per Hour (3-hour minimum) ..... \$20.00
  - (b) Per Hour (3-hour minimum) event with Sales/Tickets ..... \$22.00
  - (c) Use of Lights, per day ..... \$10.00
9. Parking Lot without Gym/Bathroom Access (*Does not include tables and chairs*)
  - (a) 8-hour minimum.....\$100.00
  - (b) Additional time, per hour.....\$20.00
  - (c) Parking Lot with Bathroom Access.....\$125.00

C. Park Rentals

1. Borden Park

- (a) Shelters 1, 2 and 5\* (3-hour minimum)
  - (1) Shelter Fee – City residents, individual & groups,  
Per hour, per shelter each ..... \$8.00
  - (2) Shelter Fee – City residents, individual & groups, per hour,  
Per shelter each, event with Sales/Tickets..... \$9.00
  - (3) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, ..... \$15.00
  - (4) Shelter Fee – Non-City resident, individuals and groups, per hour,  
Per shelter each, event with Sales/Tickets ..... \$17.00
- (b) Shelters 3, 4, 6 and 7\* (3-hour minimum)
  - (1) Shelter Fee – City resident, individual & groups,  
Per hour, per shelter each ..... \$6.00
  - (2) Shelter Fee – City Resident, individual & groups, per hour  
Per shelter each, event with Sales/Tickets..... \$7.00
  - (3) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, .....\$12.00
  - (4) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, event with Sales/Tickets .... \$14.00
- (c) Borden Park Disc Golf Course Tournament
  - (1) Entry Fee, per person ..... \$2.00
  - (2) Vendor Fee, event with Sales/Tickets ..... \$20.00
- (d) Community Center (3-hour minimum)
  - (1) City resident, individuals and groups,  
Per hour..... \$20.00
  - (2) City resident, individuals and groups,  
Per hour, event with Sales/Tickets..... \$22.00
  - (3) Non-City resident, individuals and groups,  
Per hour..... \$25.00
  - (4) Non-City resident, individuals and groups,  
Per hour, event with Sales/Tickets..... \$27.00

2. Scott Adams Skatepark Shelter\* (3-hour minimum)
    - (1) City resident, per hour, per shelter each ..... \$6.00
    - (2) City resident, per hour, per shelter each, event with Sales/Tickets ..... \$7.00
    - (3) Non-City resident, per hour, per shelter each ..... \$12.00
    - (4) Non-City resident, per hour, per shelter each, event with Sales/Tickets ..... \$14.00
  3. Riverview Splashpad Shelter\* (3-hour minimum)
    - (1) City resident, per hour, per shelter each ..... \$10.00
    - (2) City resident, per hour, per shelter each, event with Sales/Tickets ..... \$11.00
    - (3) Non-City resident, per hour, per shelter each ..... \$17.00
    - (4) Non-City resident, per hour, per shelter each, event with Sales/Tickets ..... \$19.00
  4. Riverfront Park Shelter\* (3-hour minimum)
    - (1) City resident, per hour, per shelter each ..... \$5.00
    - (2) City resident, per hour, per shelter each with Sales/Tickets ..... \$6.00
    - (3) Non-City resident, per hour, per shelter each ..... \$12.00
    - (4) Non-City resident, per hour, per shelter each with Sales/Tickets ..... \$14.00
  5. Glen Bruce Park Gazebo\* (3-hour minimum)
    - (1) City resident, per hour, per shelter each ..... \$5.00
    - (2) City resident, per hour, per shelter each with Sales/Tickets ..... \$6.00
    - (3) Non-City resident, per hour, per shelter each ..... \$12.00
    - (4) Non-City resident, per hour, per shelter each with Sales/Tickets ..... \$14.00
  6. Memorial Gardens Park\* (3-hour minimum)
    - (1) Per hour ..... \$10.00
    - (2) Per hour, event with Sales/Tickets ..... \$12.00
    - (3) Exhibit rental, per hour ..... \$20.00
  7. Riverwalk/Greenbelt Shelter
    - (1) City resident, per hour, per shelter each ..... \$8.00
    - (2) City resident per hour, per shelter each, event with Sales/Tickets ..... \$9.00
    - (3) Non-City resident, per hour, per shelter each ..... \$15.00
    - (4) Non-City resident, per hour, per shelter each with Sales/Tickets ..... \$17.00
  8. Park permit for commercial operation/use, per month ..... \$25.00-\$100.00
  9. Special event permit, per event ..... \$25.00-\$75.00
- \*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

D. Summer Playground Program

1. City resident fee, per child ..... \$ 30.00-\$80.00
2. Non-City resident fee, per child ..... \$50.00-\$100.00
3. Extended hours programming site fee per child ..... \$20.00-\$50.00
4. Special event/activity fee, per child ..... \$30.00-\$50.00

At mid-point of the Summer Playground Program, there will be a 50% discount.

E. Home School Physical Education Class

1. Fee, per session, per student ..... \$15.00 to \$25.00



- F. Community Center Class and Program Fees
1. Skilled classes, per class/session, per student..... \$2.00-\$30.00
  2. Day Camps, per session, per student ..... \$5.00-\$40.00
  3. Specialty Camps, per session, per student ..... \$20.00
  4. Special Program fee, per participant..... \$5.00 to \$30.00
- G. Athletics
1. Adult Basketball and Softball League Programs.....\$300.00 to \$350.00
    - Non-Resident fee per person ..... \$10.00
    - Maximum Non-Resident fee per team ..... \$50.00
  2. Youth Baseball and Softball League Programs.....\$250.00 to \$300.00
    - Non-Resident fee per person ..... \$10.00
    - Maximum Non-Resident fee per team ..... \$50.00
  3. Tournaments Fee, per youth team.....\$75.00 to \$100.00
  4. Basketball, 3 on 3 leagues
    - (a) Entry Fee, per team..... \$75.00
    - (b) Non-City resident fee, per person ..... \$2.00
  5. Volleyball
    - (a) Leagues - Indoor, per team ..... \$100.00
      - Non-City resident fee, per person ..... \$2.00
    - (b) Outdoor Leagues and Tournaments
      - a. Triples ..... \$45.00
      - b. Doubles ..... \$30.00
      - c. Quads..... \$60.00
    - Non-resident fee per person for leagues.....\$2.00
  6. Adult Soccer
    - (a) Entry fee, per person ..... \$30.00
    - (b) Non-City resident fee, per person ..... \$5.00
  7. Adult Flag Football
    - (a) Entry fee, per team ..... \$300-\$350
    - (b) Non-City resident fee, per team ..... \$10.00
  8. Adult Dodgeball
    - (a) Entry fee, per team ..... \$85.00
    - (b) Non-City resident fee, per team ..... \$10.00
  9. Tennis Instruction
    - (a) Adults (19 and over), per session .....\$30.00 to \$100.00
      - Non-City resident fee, per session..... \$5.00
    - (b) Children/teens (under 19), per session.....\$20.00 to \$80.00
      - Non-City resident fee, per session..... \$5.00
    - (c) Youth Tennis League Program.....\$15.00 to \$60.00
      - Non-City resident fee..... \$5.00
  10. Tennis Tournament
    - (a) Entry fee, singles.....\$10.00 to \$20.00
    - (b) Entry fee, doubles .....\$16.00 to \$24.00
  11. Tennis Courts
    - (a) Individually per 1½ hour ..... \$18.00
    - (b) 2 courts per 4-hour block, Monday-Friday ..... \$50.00
    - (c) 2 courts per 8 to 12-hour block, Saturday-Sunday..... \$65.00
    - (d) 4 courts per 4-hour block, Monday-Friday ..... \$70.00
    - (e) 4 courts per 8 to 12-hour block, Saturday-Sunday..... \$85.00
    - (f) Vendor Fee for events with Sales/Tickets..... \$15.00

12. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee).....\$250.00 to \$300.00
13. Athletic Field Rental and Equipment
 

**Note:** Damage Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Athletic Department

  - (a) Softball/Baseball field rental, per day per field (excludes concession rights)(12-hour maximum)..... \$85.00
    - (1) Each additional hour after 12..... \$15.00
    - (2) Use of lights, per day per field ..... \$15.00
  - (b) Soccer field rental, per day per field (excludes concession rights)(12-hour maximum) ..... \$50.00
    - (1) Each additional hour after 12) ..... \$15.00
    - (2) Use of lights, per day per field ..... \$15.00
    - (3) Fee, per team (tournaments, scrimmages, practices) ..... \$15.00
  - (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)
    - (1) Per hour, per field (excludes concession rights) ..... \$15.00
    - (2) Use of lights, per day per field ..... \$ 5.00
  - (d) Use of Parking Lot at Athletic Facilities for Special Events (Use of restroom facilities included)..... \$100.00
  - (e) Hunter W. Wright Stadium field rental, per hour..... \$50.00 (excludes concession rights)
    - Use of lights, per hour ..... \$50.00
  - (f) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer.....\$50.00
  - (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum) .....\$15.00
  - (h) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament ..... \$50.00
  - (i) Rental of portable mounds per field, per tournament ..... \$75.00
  - (j) Rental of green/white portable fencing per field, per tournament \$75.00
  - (k) Rental of chain link portable fencing per field, per tournament.. \$100.00
  - (l) Rental of white portable fencing (price per piece)..... \$15.00
  - (m) Delivery charge for white fencing ..... \$25.00
  - (n) Set-up fee for white fencing (price per piece) .....\$20.00
  - (o) Vendor selling fee, per tournament/event with Sales/Tickets ..... \$100.00
14. Youth Registration Fee
  - (a) Youth registration fee per sport.....\$20.00
  - (b) Late registration fee (after deadline) ..... \$5.00

**\*\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.**

H. Allandale (*NOTE: Seasonable rates may apply to some Allandale Rental Fees*)

Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the Curator.

1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
  - (a) 0-50 people, Monday-Friday, 8 AM – 5 PM..... \$110.00
  - (b) 0-50 people, Monday-Friday, 8 AM – 5 PM event with Sales/Tickets ..... \$125.00
  - (c) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight..... \$265.00
  - (d) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight With Sales/Tickets ..... \$300.00
  - (e) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight..... \$550.00
  - (f) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight event with Sales/Tickets ..... \$650.00
  - (g) 0-100 people, Saturday 8 AM – 12 Midnight ..... \$600.00
  - (h) 0-100 people, Saturday 8 AM – 12 Midnight event with Sales/Tickets.....\$700.00

*Add \$1.00 for each person over event maximum.*  
*Does not include use of the Mansion Herron Dome (see Section H.4.).*
2. Mansion and Garden Wedding and/or Wedding Reception Rental Fees
  - (a) 0-50 people, Monday – Friday, 8 AM – 5 PM ..... \$185.00
  - (b) 0-100 people, Monday – Thursday, 5 PM – 12 Midnight ..... \$320.00
  - (c) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight..... \$700.00
  - (d) 0-100 people, Saturday 8 AM – 12 Midnight ..... \$750.00

*Add \$1.00 for each person over event maximum.*  
*Does not include use of the Mansion Herron Dome (see Section H.4.).*
3. Mansion Meeting Rental Fees (includes use of kitchen)
  - (a) 0-50 people, Monday – Thursday, 8 AM – 3 PM ..... \$80.00
  - (b) 0-50 people, Monday – Thursday, 8 AM – 3 PM Event with Sales/Tickets..... \$110.00
  - (c) 51-100 people, Monday – Thursday, 8 AM – 3 PM ..... \$110.00
  - (d) 51-100 people, Monday – Thursday, 8 AM – 3 PM Event with Sales/Tickets ..... \$125.00
4. Mansion Herron Dome Rental Fees – Appropriate Mansion rental may apply
  - (a) Monday – Thursday, 8 AM – 12 Midnight..... \$150.00
  - (b) Monday – Thursday, 8 AM – 12 Midnight, event with Sales/Tickets..... \$170.00
  - (c) Friday 5PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight .. \$200.00
  - (d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight..... event with Sales/Tickets ..... \$250.00
  - (e) Saturday 8 AM – 12 PM Midnight ..... \$200.00
  - (f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. \$250.00
5. Mansion Tour Fees
  - (a) Group tours, Monday – Friday, 8 AM – 4 PM ... \$25.00 + \$2.00/person
  - (b) Individual tours ..... \$3.00/person
6. Rehearsal Fees (all facilities and grounds)
  - (a) Monday – Thursday, 8 AM – 4 PM..... No Charge
  - (b) Monday – Thursday, 4 PM – 12 Midnight (per hour) ..... \$50.00
7. Barn Rental Fees (April – October Only)
  - (a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight ..... \$275.00
  - (b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight, event



- With Sales/Tickets ..... \$310.00
- (c) 0-100 people, Friday 5 PM – 12 PM Midnight, .....  
 Sunday 8 AM – 12 PM Midnight..... \$350.00
- (d) 0-100 people, Friday 5 PM – 12 PM Midnight, .....  
 Sunday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. \$400.00
- (e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... \$400.00
- (f) 0-100 people, Saturday 8 AM – 12 PM Midnight, Event.....  
 with Sales/Tickets ..... \$450.00
- Add \$1.00 for each person over event maximum.*
8. Barn Gazebo Rental Fees
- (a) Monday – Thursday, 8 AM – 12 Midnight..... \$150.00
- (b) Monday – Thursday, 8 AM – 12 Midnight, event with  
 Sales/Tickets ..... \$170.00
- (c) Friday 5 PM–12 PM Midnight, Sunday 8 AM–12 PM Midnight \$200.00
- (d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 PM Midnight, .....  
 Event with Sales/Tickets ..... \$250.00
- (e) Saturday 8 AM – 12 PM Midnight ..... \$200.00
- (f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. \$250.00
- \*\*(includes use of Barn restrooms; does not include use of Barn)*
9. Picnic Pavilion Rental Fees (April – October Only)
- (a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight ..... \$210.00
- (b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight  
 Event with Sales/Tickets ..... \$235.00
- (c) 0-100 people, Friday 5 PM – 12 PM Midnight, .....  
 Sunday 8 AM – 12 PM Midnight..... \$250.00
- (d) 0-100 people, Friday 5 PM – 12 PM Midnight, .....  
 Sunday 8AM – 12 Midnight, Event with Sales/Tickets..... \$300.00
- (e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... \$300.00
- (f) 0-100 people, Saturday 8 AM – 12 PM Midnight,  
 Event with Sales/Tickets ..... \$350.00
- Add \$1.00 for each person over event maximum.*
10. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
- (a) Monday-Thursday, 8 AM-12 Midnight.....\$200.00
- (b) Monday-Thursday, 8 AM-12 Midnight Event with Sales/Tickets.... \$230.00
- (c) Friday 5PM-12 Midnight and Sunday 8 AM-12 Midnight ..... \$250.00
- (d) Friday 5PM-12 Midnight and Sunday 8AM-12 Midnight  
 Event with Sales/Tickets..... \$300.00
- (e) Saturday 8 AM-12 Midnight..... \$300.00
- (f) Saturday 8 AM-12 Midnight, Event with Sales/Tickets ..... \$350.00  
*(Includes use of Amphitheater dressing rooms. Does not include use  
 of Mansion, Mansion gardens or Herron Dome.)*
11. Facility Charges for events lasting more than the designated  
 time block (all facilities & grounds) ..... \$75.00/hour
12. Auxiliary Personnel: An off-duty City of Kingsport Firefighter or Police Officer may be  
 required at certain events. Auxiliary personnel are used at the discretion of the Allandale  
 Curator. The renter will be responsible for paying auxiliary personnel.
13. Photography Fees
- (a) Mansion Renters (use of house, gardens, grounds)  
 Monday – Thursday, 8 AM – 4 PM (2-hour maximum) ..... No Charge
- (b) Mansion Renters (use of house, gardens, grounds)  
 Monday – Thursday, 4 PM – 9 PM (2-hour minimum)..... \$50.00/hour

- (c) Non-Renters (use of house, gardens, grounds)  
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) ..... \$75.00/hour
  - (d) Non-Renters (OUTDOORS ONLY/garden, grounds)  
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) ..... \$50.00/hour
- 14. Equipment Fees
  - (a) Folding Chairs, each ..... \$1.50
  - (b) Chivari Chairs, each ..... \$3.00
  - (c) Tables, each ..... \$6.00
  - (d) TV/VCR/DVD, per event ..... \$20.00
  - (e) Piano and Disklavier, per event ..... \$50.00
  - (f) Telephone Hookup for Local or "800" computer hookup, per event ..... \$35.00
  - (g) Speaker Phone, per event ..... \$50.00
  - (h) Flip Chart, per event ..... \$20.00
  - (i) White Board, per event ..... \$10.00
  - (j) Overhead, per event ..... \$15.00
  - (k) LCD Projector and Screen, per event ..... \$40.00
  - (l) Wi-Fi connection, per day ..... \$50.00
  - Maximum charge per event ..... \$100.00
- 15. Promotional Fees
  - (a) Eighteen free bookings, per year, to be used at the discretion of the Curator.
- 16. Friends of Allandale
  - (a) Patron – 10% discount on one (1) party per year
  - (b) Business – 10% discount on one (1) party per year
  - (c) Benefactor – 15% discount on one (1) party per year
  - (d) Brooks Fellow – 25% discount on one (1) party per year

I. Dog Park

- 1. Registration
  - (a) City resident, first dog (annual fee) ..... \$20.00
  - (b) City resident, per additional dog (annual fee) ..... \$10.00
  - (c) Non-resident, first dog (annual fee) ..... \$25.00
  - (d) Non-resident, per additional dog (annual fee) ..... \$15.00
  - (e) Spring registration (April, May, June only) First dog ..... \$10.00
  - Per additional dog ..... \$5.00
- 2. Key Cards and Tags
  - (a) Key card replacement, per card ..... \$10.00
  - (b) Dog Park tag replacement, per tag ..... \$5.00
- 3. Application Processing fee ..... \$1.00

J. Bays Mountain Park

- 1. Entrance/Parking
  - (a) Per car ..... \$5.00
  - (b) Per bus ..... \$15.00
- 2. Natural history and planetarium programs
  - (a) Individual rates
    - (1) Planetarium ..... \$5.00
    - (15 or more, group rate) per person ..... \$4.00
    - (2) Nature show ..... \$3.00
    - (15 or more, group rate) per person ..... \$2.00
    - (3) Barge ride ..... \$4.00 to \$6.00
    - (4) Extended Nature Program (2 hours) ..... \$6.00
    - (5) Association Members ..... Free Passes

- (b) Schools – scheduled during normal school hours  
Out of county students – per student/per program ..... \$2.00  
(Sullivan, Hawkins Counties and Kingsport, Bristol students) FREE
  - (c) Special programs
    - (1) Planetarium (other than regularly scheduled times)..... \$250.00
    - (2) Barge rides (other than regularly scheduled times)  
(maximum of 25 persons) .....\$150.00 to \$200.00
    - (3) Association life members get one free barge ride during  
June, July and August after 6:00 p.m. *Must be pre-scheduled.*
- 3. Other Programming
  - (a) Low Ropes Course (minimum of 8, maximum of 40 people) staff  
led programming.....\$5.00 per person
  - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.) \$25.00 per person
  - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person
  - (d) Team Building – Half Day (minimum of 8 people, maximum of 24  
people) includes Low Course or Hawks Nest, Icebreaker games  
and Zipline (weight limit 275 lbs.).....\$35.00 per person
  - (e) Team Building – Full Day (minimum of 8, maximum of 24 people)  
includes Low Course, Hawks Nest, Icebreaker Games and Zipline  
(weight limit 275 lbs.).....\$60.00 per person
  - (f) Zip Party (scheduled during park hours) (weight limit 275 lbs.)
    - (1) 1-10 people..... \$125.00
    - (2) 11-19 people.....\$175.00
    - (3) 20+ people.....\$225.00
  - (g) Zip Party (schedule during park hours) (weight limit 275 lbs) with use  
of Farmstead for one hour
    - (1) 1-10 people.....\$160.00
    - (2) 11-19 people.....\$210.00
    - (3) 20+ people.....\$260.00
  - (h) Special Twilight Zip: (maximum of 20 people).....\$25.00 per person
- 4. Facilities rental
  - (a) Building/Rooms (per hour-2 hour minimum)
    - (1) Library (15 people maximum)..... \$20.00
    - (2) Classroom (80 people maximum) ..... \$35.00
    - (3) Farmstead (maximum 100 people) ..... \$100.00
    - (4) Nature Center (maximum 150 people) ..... \$200.00
    - (5) Amphitheater (after hours) (maximum 300 people) \$20.00
    - (6) Cabin/meeting room (maximum 25 people)..... \$50.00
    - (7) Overnight camping (maximum 15 people)  
(per group/per night) ..... \$30.00
    - (8) Zip line school..... \$5.00
    - (9) High Ropes course – School..... \$15.00
    - (10) ½ Day Course School ..... \$20.00
    - (11) Full Day School..... \$25.00
- 5. Park grounds
  - (a) Before hours (2-hour minimum) ..... \$150.00
  - (b) After hours (2-hour minimum)..... \$150.00
- 6. Tour Groups
  - (a) KCVB Tours – includes entrance fee/choose two activities from:  
Barge Ride, Planetarium Show, Wolf Howling, Nature Program...  
.....\$7.00 per person
  - (b) Other Tours – includes entrance fee/choose two activities from:

Barge Ride, Planetarium Show, Wolf Howling, Nature Program...  
 ..... \$10.00 per person

K. Senior Citizens Programs

1. Activity fee
  - (a) Resident ..... \$25.00
  - (b) Non-City, Sullivan County Resident ..... \$45.00
  - (c) Other ..... \$70.00
2. Ceramic/Clay, yearly usage fee ..... \$10.00
3. Craft fee ..... *Cost of materials and instructor used in project*
4. Special Class Fee
  - (a) Skilled classes, per semester ..... \$30.00-\$400.00  
 (i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
  - (b) Instructors' Salaries ..... 60% maximum class fees or hourly rate
  - (c) Other Senior Center class fees are determined by the Senior  
 Center Director with approval from the Senior Center Advisory  
 Council
5. Non-service day trips, per person/per trip
  - (a) Local ..... \$5.00
  - (b) Non-local ..... \$13.00
  - (c) Extended travel (administrative fee) ..... \$25.00
6. Locker Fee ..... \$2.00
7. Newsletter
  - (a) Annually ..... \$6.00
  - (b) Per copy ..... \$0.50
8. Copies, per page ..... \$0.25

L. Lynn View Community Center

1. Gym Rental, per hour (2-hour minimum) ..... \$30.00
  - (a) Vendor Fee for events with Sales/Tickets ..... \$15.00
2. Cafeteria Rental, per hour (3-hour minimum) ..... \$20.00
3. Cafeteria Rental per hour, event with Sales/Tickets  
 (3 hour minimum) ..... \$22.00
4. Multipurpose Room Rental, per hour (3-hour minimum) ..... \$10.00-\$15.00
5. Multipurpose Room Rental, per hour (3-hour minimum) .....  
 Event with Sales/Tickets ..... \$7.00-\$12.00
6. Auditorium Rental per hour (3-hour minimum) ..... \$30.00
7. Auditorium Rental per hour (3 hour minimum), event with  
 Sales/Tickets ..... \$32.00
8. Football Field Rental, per hour ..... \$30.00
  - (a) Vendor Fee for events with Sales/Tickets ..... \$35.00
  - (b) Light fee for event ..... \$15.00
9. Lower Baseball Field Rental, per hour ..... \$20.00
  - (a) Vendor Fee for events with Sales/Tickets ..... \$15.00
10. Equipment Rental
  - (a) TV/VCR/DVD, per event ..... \$15.00
  - (b) Flip Chart, per event ..... \$20.00
  - (c) White Board, per event ..... \$10.00
  - (d) Overhead, per event ..... \$15.00
  - (e) LCD Projector and Screen, per event ..... \$40.00
  - (f) Wi-Fi connection, per day ..... \$50.00
  - Maximum charge per event ..... \$100.00

M. Farmer's Market Rental

1. Monday–Sunday, 8AM–12 Midnight (up to 8 hours considered ½ day rental).....\$250.00
2. Monday–Sunday, 8AM–12 Midnight (considered full day rental).....\$450.00/day
- \*\*\* Prep/Take Down in addition to a full day .....\$80.00
3. Facility charges for events lasting more than the designated time block  
(all facilities and grounds).....\$75.00/hour
4. Deposit due at time of confirmed reservation, applicable to the total  
amount due.....\$100.00

\*The City Manager or his designee has the authority to reduce the fee if the proposed event, including setup, is less than half the time of the rental.

\*\*Renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Farmer's Market.

\*\*\*Tables and chairs may be rented from the Kingsport Parks and Recreation Department.

\*\*\*\*Auxiliary Personnel – Off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the City of Kingsport. The renter will be responsible for paying auxiliary personnel.

\*\*\*\*\* Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the facility manager.

N. Kingsport Carousel

1. Tokens for Rides.....\$1.00
2. Special Events, non public hours, \$100 per hour, minimum of 2 hours
3. Birthday Parties, includes 50 Tokens.....\$150.00

O. Kingsport Aquatic Center Events/Facilities

1. Daily Fees
  - (a) Ages 2 & under.....Free w/ paying adult
  - (b) Under 48".....\$6.00
  - (c) 48" and above.....\$8.00
  - (d) Ages 55 & over.....\$6.00
  - (e) Group (more than 10 people).....\$4.00 each
  - (f) After 7 pm on Indoor Pool during School Year:
    - (1) Under 48".....\$3.00
    - (2) 48" and above.....\$4.00
    - (3) Ages 55 & over .....\$3.00
2. Waterpark Passes (Summer Operational Season)
  - (a) Under 48".....\$75.00
  - (b) 48" and above.....\$100.00
  - (c) Ages 55 & over.....\$75.00
  - (d) Family (2 adults and 2 youth).....\$200.00
    - (1) Additional person .....\$15.00
3. Annual Memberships (includes member rates on classes and a 10% discount on facility rentals and concessions)
  - (a) Under 48".....\$230.00
  - (b) 48" and above .....\$300.00
  - (c) Ages 55 & over.....\$230.00
  - (d) Couple (2 individuals sharing same household).....\$360.00
  - (e) Family (2 adults and 2 youth).....\$475.00



- (1) Additional person ..... \$50.00
  - (f) City Pass (includes an annual Aquatic membership, one Cattails discount card and an individual or family Bays Mountain Park Association annual membership)
    - (1) Ages 22-54 ..... \$425.00
    - (2) Ages 55 & over ..... \$350.00
    - (3) Family (2 adults and 2 youth) ..... \$600.00
- 4. Monthly Memberships
  - (a) Under 48" ..... \$30.00
  - (b) 48" and above ..... \$35.00
  - (c) Ages 55 & over ..... \$30.00
  - (d) Family (2 adults & 2 youth) ..... \$70.00
    - (1) Additional person ..... \$5.00
- 5. Rentals
  - (a) Room (includes tables and chairs) ..... \$40.00/hr
  - (b) Indoor Facility (minimum of 2 hrs)
    - (1) 1-100 people ..... \$200.00/hr
    - (2) 101-250 people ..... \$300.00/hr
    - (3) 251-400 / Commercial ..... \$400.00/hr
  - (c) Outdoor Facility (minimum of 2 hrs)
    - (1) 1-100 people ..... \$300.00/hr
    - (2) 101-250 people ..... \$400.00/hr
    - (3) 251-400 / Commercial ..... \$500.00/hr
  - (d) Lap Lane
    - (1) Short course (maximum of 8 swimmers/lane) ..... \$8.00/hr
    - (2) Long course (maximum of 16 swimmers/lane) ..... \$16.00/hr
  - (e) Swim Meet
    - (1) Full day (up to 12 hrs with an additional charge of \$100.00/hr if the meet lasts more than 12 hours) ..... \$1000.00
    - (2) Half day (5 hours or less) ..... \$600.00
- 6. Swim Lessons
  - (a) Group (8 classes w/ sibling discount of \$5/additional child)
    - (1) Member ..... \$50.00/session
    - (2) Non-member ..... \$60.00/session
  - (b) Private (1 x 30 minute class or 6 x 30 minute classes)
    - (1) Member ..... \$25.00/ \$140.00
    - (2) Non-Member ..... \$35.00/ \$160.00
  - (c) Semiprivate (6 x 30 minute classes for 2 students)
    - (1) Member ..... \$170.00
    - (2) Non-Member ..... \$185.00
- 7. Water Exercise Classes (60 minutes in length)
  - (a) Single Class
    - (1) Member ..... \$5.00
    - (2) Non-Member ..... \$7.00
  - (b) Monthly Pass (unlimited exercise classes during month)
    - (1) Member ..... \$40.00
    - (2) Non-Member ..... \$45.00
- 8. Masters Swim Team
  - (a) Member (monthly) ..... \$25.00
  - (b) Non-member (monthly) ..... \$30.00
  - (c) Member (Quarterly) ..... \$75.00
  - (d) Non-Member (Quarterly) ..... \$90.00

9. Summer League Swim Team
  - (a) Member ..... \$125.00
  - (b) Non-Member..... \$175.00
10. Training Courses (instructional courses for certification)
  - (a) Lifeguard Training
    - (1) Member.....\$175.00
    - (2) Non-member.....\$200.00
  - (b) Water Safety Instructor
    - (1) Member.....\$175.00
    - (2) Non-member.....\$200.00
  - (c) Instructional classes lasting less than 5 hours
    - (1) Member.....\$25.00
    - (2) Non-member.....\$30.00
11. Special Events (varies by event).....\$3.00-\$10.00
12. Birthday Party Packages (party packages include admission for up to 15 guests, party room rental for 2 hours, a party host, and a birthday child favor bag.)
  - (a) Package A (basic package).....\$175.00
  - (b) Package B (includes package A plus ¼ sheet cake, drinks & 15 party favor bags).....\$235.00
  - (c) Package C (includes B plus 2 Large 1 topping pizzas).... \$260.00
13. Members of the Kingsport Senior Center receive a discount of 20% for all aquatic classes
14. Seasonal Fees – Memorial Day Weekend thru Labor Day
  - (a) Ages 2 & under.....Free w/ paying adult
  - (b) Under 48".....8.00
  - (c) 48" and above .....\$10.00
  - (d) Ages 55 and over.....\$8.00
  - (e) Group (more than 10 people).....(each) \$4.00
  - (f) After 4 pm on outdoor pool:
    - (1) Under 48".....\$4.00
    - (2) 48" and above.....\$5.00
    - (3) Ages 55 and over.....\$4.00
    - (4) Group (more than 10 people).....(each) \$2.00

Facility fees for the Kingsport Aquatic Center will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport City Schools

The City Manager or his designee has the authority to reduce any of the above fees for special promotions or events.

The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

## Chapter 70 – Peddlers and Solicitors

- A. Street Vendors Permit application fee..... \$50.00  
(The permit shall remain valid for one year after issuance.)

## Chapter 82 - Signs

- A. Inspection Fees  
1. Unlighted ..... \$ 8.00  
2. Lighted ..... \$10.00

## Chapter 86 - Solid Waste

- A. Removal of Garbage, Trash and Recycling  
1. Multi-family Residential and Mobile Home Park Developments  
collected from 96-gallon carts, per month ..... \$12.00  
2. Business and Professional Complex collected  
(a) From 96-gallon carts, per month, per business, per cart ..... \$15.00  
(b) From dumpster boxes  
KHRA & Kingsport City Schools dumpster pickup..... \$12.00  
Commercial & Industrial dumpster pickup..... \$20.00  
3. Construction waste material, per ton ..... \$82.00  
This fee will be assessed to the property owner for any construction waste placed along the right-of-way.  
4. Move out excessive material fee..... \$100.00  
5. County residential waste collection  
(a) 1 Cart..... \$15.00  
(b) 2 Carts ..... \$24.00  
6. Purchase or Replacement of 96-gallon Cart ..... \$60.00  
7. Purchase or Replacement of 32-gallon Cart ..... \$60.00  
8. Purchase of 80-gallon Compost bin ..... \$60.00  
Note: This service shall be available to single family occupied homes or residences.  
9. Appliance, per pickup ..... Free  
10. Carpet, per pickup ..... \$25.00  
11. Discarded furniture, per pickup ..... Free  
12. Backyard Garbage pickup, annual fee to be billed monthly.  
(July 1 through June 30) ..... \$264.00

The annual backyard garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee's Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

<u>Annual Household Income</u>	<u>Annual Fee</u>
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee



Over 87.50% to 100.00% of Income Limit 80% of Fee  
Over 100.00 % of Income Limit 100% of Fee

13. Roll Off Containers

- (a) A tipping fee per ton (Sullivan County rates) .....\$37.28
- (b) Rental fee, per month.....\$80.00
- (c) Pull fee, per trip (minimum of one per month).....\$100.00

B. Demolition Landfill Fee and Charges

A tipping fee shall be charged for all waste deposited in the City's Demolition landfill as follows:

1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twice per year (July 1 through June 30). This applies to City residents performing work at their primary residence.

2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs \$16.00

3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more calculated on a per ton basis at a rate of (per ton) \$32.00

4. Tires

- (a) 4 or less, each .....\$1.00
- (b) More than 10, per ton .....\$140.00

C. Contract collectors and haulers of solid waste annual application and permit fee .....\$750.00

*The annual fee must be submitted with the application. The fee is nonrefundable.*

Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30<sup>th</sup> day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application; and the permit if granted, shall expire on the next 30<sup>th</sup> day of April following issuance.

## Chapter 90 – Streets, Sidewalks and Other Public Places

- A. Sidewalk Dining Facilities Permit application fee ..... \$50.00  
(The permit shall remain valid for one year after issuance.)

## Chapter 98 - Traffic and Vehicles

**Parking Fees (effective January 1, 2003):** A parking fee structure is not in effect for parking lots owned by the City of Kingsport. These lots are commonly referred to as the Commerce Street Parking Lot, the Farmers Market Parking Lot, the Shelby Street Parking Lot, the Library Parking Lot and the Five Points Parking Lot. Parking in these lots is allowed on a first come, first served basis unless posted otherwise for a special-use event authorized in writing by the City Manager.

## Chapter 102 – Utilities

- A. Unmetered Non-commercial Customers - Monthly rate ..... \$20.52
- B. Water Connection Service Fee and Deposits
  - 1. Inside City ..... \$30.00

2.	Outside City .....	\$40.00
3.	Deposit for all new and certain former residential customers.....	\$50.00
C.	Temporary connection of 2 inch meter to fire hydrant	
1.	Inside City .....	\$200.00
2.	Outside City .....	\$250.00
D.	Water Usage Rates	
1.	Minimum gallons per month by meter size	
	<u>Size of Meter</u>	<u>Gallons (Inside City)      Gallons (Outside City)</u>
	5/8 inch	2,000      1,400
	1 inch	4,000      4,000
	1½ inch	8,000      8,000
	2 inch	14,000      14,000
	3 inch	44,000      44,000
	4 inch	111,000      111,000
	6 inch	271,000      271,000
	8 inch	388,000      388,000
	10 inch	676,000      676,000
	12 inch	1,200,000      1,200,000
2.	<u>Usage rate schedule</u>	
	Meter inside City.....	<u>Gallons      per 1,000 gallons</u>
		First 2,000      \$3.95
		Next 13,000      3.17
		Next 55,000      2.45
		All Over 70,000      1.75
	Meter outside City.....	<u>Gallons      per 1,000 gallons</u>
		First 2,000      \$11.67
		Next 13,000      7.07
		Next 35,000      6.39
		Next 70,000      5.93
		Next 70,000      4.85
		All over 190,000      4.56

**NOTE:** The water usage rates set out in paragraphs D.1 and D.2 above shall be applicable effective for billing on or after July 1, 2017.

E.	Disconnection, Reconnection of Service	
1.	Reconnection/Nonpayment fee	
	(a) City water customers (before 5PM on work days) .....	\$25.00
	(b) City water customers (after 5PM, weekends, holidays) .....	\$50.00
	(c) Bloomingdale Utility District water customers .....	BUD Current Rate
2.	Meter removal or locking fee .....	\$50.00
3.	Obstruction removal fee .....	\$50.00
F.	Service Call Charges	
		<u>Inside City      Outside City</u>
1.	Raise/lower water meter at the request of the user...	\$70.00      \$95.00
2.	Leak detection/line locating services (provided on private property) per hour.....	\$60.00      \$75.00
3.	Backflow Prevention Devices Testing Fee	

- (a) Initial Test..... Free
- (b) Annual Test..... Free
- (c) Retesting Fee, per test (if device fails on initial or annual test)..... \$50.00
- 4. Service Fee
  - (a) Initial Call..... Free
  - (b) Recurring Service Calls, each ..... \$25.00

G. Tapping Fees (Including Fire Services / Meter Relocation Fee / Fire Service Relocation Fee)

Size of Connection (Meter or Fire Service)	Inside City	Outside City
5/8 inch	\$ 635.00	\$ 1,100.00
1 inch	865.00	1,370.00
1 1/2 inch	1,035.00	1,670.00
2 inch	1,240.00	2,030.00
3 inch	3,700.00	4,900.00
4 inch	4,000.00	5,400.00
6 inch	6,900.00	9,000.00
8 inch	8,700.00	11,000.00
10 inch	12,100.00	14,900.00

**NOTE:** Tapping fees, relocation fees and fire service fees for meters of 6 inches and larger shall be subject to additional charges calculated on an individual basis, based on the cost to connect the meter to the City's main water line.

H. Private Fire Service Connection (Monthly Charge - Plus usage rates found in Section D.2)

Size of Connection Furnished by City	Inside City	Outside City
4 inches and below	\$ 15.00	\$ 31.00
6 inches	20.00	42.00
8 inches	30.00	62.00
10 inches	40.00	82.00
12 inches	60.00	142.00

I. Fire Hydrants

- 1. Fire hydrant installation  
(inside or outside City) ..... \$2,500.00
- 2. Hydrant relocation fee  
(inside or outside City when performed  
at the request of any interested party)..... \$2,500.00

J. Water Line Extension

- 1. Cost estimation (refundable only if extension is approved) ..... \$50.00
- 2. Extension cost (per foot)
 

Size	Cost per Lineal Foot
2-inch PVC .....	\$7.00
4-inch PVC .....	\$10.00
6-inch ductile iron .....	\$30.00
8-inch ductile iron .....	\$40.00

**NOTE:** On extensions of 6 and 8-inch ductile iron pipe there will be an additional charge of \$1,000 per 500 feet for fire hydrant connection plus the hydrant fee stated above.

K. Sewers and Sewage Disposal

1. Tap-on fees
  - (a) Residences, single family - cluster homes, condominiums, townhouses, duplexes, row houses etc. per living unit (existing structures and new construction) served by sanitary facilities
    - (1) Inside City ..... \$1,950.00<sup>1</sup>
    - (2) Outside City ..... \$2,250.00<sup>1</sup>
  - (b) Additional units on same tap..... \$200.00
  - (c) Additional units requiring additional tap  
OR, additional tap on same property  
OR, relocation of existing lateral
    - (1) Inside City ..... \$1,950.00<sup>1</sup>
    - (2) Outside City ..... \$2,250.00<sup>1</sup>
  - (d) Car wash (existing structures and new construction)
    - (1) First bay
      - (i) Inside City ..... \$1,950.00
      - (ii) Outside City..... \$2,925.00
    - (2) Each additional bay
      - (i) Inside City ..... \$500.00
      - (ii) Outside City..... \$750.00
  - (e) Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks (existing structures and new construction)
    - (1) First rental unit/room
      - (i) Inside City ..... \$1,950.00
      - (ii) Outside City..... \$2,925.00
    - (2) Each additional unit
      - (i) Inside City ..... \$200.00
      - (ii) Outside City..... \$300.00
  - (f) Large and small commercial users, factories and shopping centers (existing structures and new construction)
    - (1) First 10,000 sq. ft. (or each additional lateral)
      - (i) Inside City ..... \$1,950.00
      - (ii) Outside City..... \$2,925.00
    - (2) Each additional 10,000 sq. ft.
      - (i) Inside City ..... \$300.00
      - (ii) Outside City..... \$450.00
  - (g) Low Pressure Tap Fees  
On-site Individual Pump (requires evaluation, Public Works Director's written approval and written agreement with property owner)
    - (1) New Structures
      - (i) Inside City ..... \$5,000.00
      - (ii) Outside City ..... \$5,300.00
    - (2) Existing Structures
      - (i) Inside City ..... \$1,950.00
      - (ii) Outside City ..... \$5,300.00
  - (h) Sewer connection fee (fee charged to developer when City crews tap  
or connect developer installed collector lines to existing City trunklines)..... \$1,000.00

<sup>1</sup>Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. Also, the property owner shall owe a lateral construction fee in addition to the current tap fee if the lateral is not in place at the time of connection.

2. Interest rate, per annum..... 9.5%  
Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.
3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.
4. Definitions
  - (a) Financing:  
Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.  
Owners of the following classes of property:
    - Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
    - Existing additional unitsmay finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest charged at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.  
In the event an outside property owner financing a tap fee is annexed he/she shall be given a pro rata credit to their outstanding principal balance in the month following the effective date of annexation equal to the difference between an outside tap fee and an inside tap fee in effect at the time the promissory note was



initially entered into. The pro rata amount to be credited against the property owner's account will be determined by allocating the difference between an outside tap fee and an inside tap fee on a monthly basis over the term of the promissory note and applying the monthly amount to the number of installments remaining to be billed over the term of the promissory note as of the effective date of the annexation. The amount calculated by applying the monthly amount to the number of unbilled installments as the effective date of annexation will be applied as a credit against the property owner's outstanding principal balance.

Financing shall not be available to owners of the following class of property:

- New residences located in subdivisions in which sewer mains and laterals have been installed by developers

Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

(b) Categories of Uses

- (1) Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
- (2) Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
- (3) Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
- (4) Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
- (5) Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building

located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.

- (6) Multi-family Complex: Usually consists of one building with direct access from building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
- (7) Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
- (8) Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
- (9) Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 26-124 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

5. Monthly sewer service charges

- (a) Class I sewerage inside City
  - per 1,000 gallons per month .....\$7.67
  - Minimum charge (2,000 gallons).....\$15.34
- (b) Class I sewerage outside City
  - per 1,000 gallons per month .....\$11.53
  - Minimum charge (2,000 gallons).....\$23.06
- (c) Class II sewerage surcharge fees
  - (1) BOD per lb.....\$0.204
  - (2) TSS per lb.....\$0.102
- (d) Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Public Works Director as receiving septic tank pumping and waste hauling services provided by the City of Kingsport shall be subject to the sewer user fee for Class I customers as set out in (a) above. Tap fee applicable to property served shall be paid before such service begins.

**NOTE:** The sewer usage rates set out in paragraph K.5 above shall be applicable effective for billing on or after July 1, 2017.

- 6. A sewer cap shall be established for all residential customers as follows:
  - (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated

by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.

- (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
- (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
- (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
- (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.

7. Wastewater discharge permit fees

(a) Non-domestic permit application

- (1) Original application
  - (i) Inside City ..... \$50.00
  - (ii) Outside City ..... \$60.00
- (2) Renewal application
  - (i) Inside City ..... \$25.00
  - (ii) Outside City ..... \$30.00

Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.

- (b) Non-domestic permits (annual fee)
  - (i) Inside City ..... \$200.00
  - (ii) Outside City ..... \$240.00

Permits are issued for annual periods not to exceed a 5-year time limit.

Fees are based on an annual rate.

- (c) Transfer permit ..... \$100.00

8. Waste Water Appeals Board fee ..... \$250.00

9. Water/Sewer Monitoring, inspection and surveillance fees

- (a) Lateral inspection
  - (1) Inside City (per foot) ..... \$2.00
  - (2) Outside City (per foot) ..... \$3.00
  - (3) Minimum charge ..... \$50.00
- (b) Dye/Smoke test
  - (1) Inside City ..... \$50.00
  - (2) Outside City ..... \$75.00
- (c) Investigation of odor
  - (1) Inside City ..... \$50.00
  - (2) Outside City ..... \$75.00
- (d) Pretreatment inspection ..... \$50.00
- (e) Sample collection/composite
  - (1) City provides equipment ..... \$50.00
  - (2) Industry provides equipment ..... \$30.00
- (f) Sample collection/grab ..... \$50.00
- (g) Flow monitoring (per day) ..... \$50.00
- (h) 5-day BOD ..... \$25.00



	(i)	Total Coliform/E-Coli .....	\$35.00
	(j)	Total suspended solids .....	\$15.00
	(k)	Dissolved oxygen .....	\$10.00
	(l)	Ammonia .....	\$20.00
	(m)	pH .....	\$10.00
	(n)	Temperature .....	\$10.00
	(o)	Oil and grease .....	\$50.00
10.		Waste hauler permit fee (annual) .....	\$50.00
11.		Hauled waste disposal	
	(a)	Domestic (per load up to 2,000 gallons) .....	\$75.00
	(b)	Non-domestic (per 1,000 gallons)	
	(1)	Inside City .....	\$150.00
	(2)	Outside City (in 201 area) .....	\$250.00
	(3)	Outside City (out of 201 area) .....	\$400.00
12.		Application exception .....	\$500.00
		(temporary exception to waste water discharge restrictions)	
		1 per year not to exceed 180 days	
13.		Lateral cleaning	
	(a)	Inside City .....	\$100.00
	(b)	Outside City .....	\$150.00
14.		Relocation of residential pump	
	(a)	Inside City .....	\$3,000.00
	(b)	Outside City .....	\$4,500.00
15.		UST discharge permit fee (per tank) .....	\$100.00
16.		Groundwater discharge permit fee .....	\$250.00
		(annual fee, per location)	
17.		Manhole adjustment fee (per foot adjusted) .....	\$200.00
18.		Lateral location fee	
	(a)	Inside City .....	\$150.00
	(b)	Outside City .....	\$200.00

#### L. Stormwater User's Fee Rates

The terms used in this subsection L shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility.

The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user's fees is \$3.50 per month per SFU.

For the other developed property classification in the chart below the number of single-family units is determined by dividing the total square footage of impervious surface area of the property by the single-family unit (SFU) rounded to the nearest tenth. The minimum value shall not be less than one single-family unit.

The stormwater user's fee rate for non-exempt single-family residential property, non-single family residential property, and other developed property classifications are shown in the following chart:

Classification	% SFU	Stormwater User's Fee Monthly Rate
<b>Single-Family Residential Property</b>		
Tier (square footage of impervious surface)		
0 to 1,912	70	\$2.45 per month
1,913 to 6,269	100	\$3.50 per month
6,270 and beyond	140	\$4.90 per month
<b>Non-Single Family Residential Property</b> – Duplexes, townhouses, apartments, condominiums, mobile homes, etc.		
Charge Per Each Dwelling Unit	60	\$2.10 per month
<b>Other Developed Property –</b> Commercial, industrial, institutional, recreational, cultural, churches, parking lots, etc.	Variable, depending on amount of impervious surface area	\$3.50 per SFU per month with a minimum fee of no less than \$3.50 per month

The stormwater user's fee shall be effective beginning February 1, 2012. The fee will become due at the end of the month in which it is charged, and it will be payable in the following month.

**M. Payment Processing Posting Priority**

Payments for services billed on City utility statements will be processed, posted and applied to the accounts receivable in the following order of priority:

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10.....	Bankruptcy
11.....	Balance Forward
12.....	Payment Correction Transfer Balance
13.....	Returned Check Fee
14.....	Service Charges
15.....	Returned Check Transfer Balance
16.....	Declined Credit Card IVR Fee
17.....	Non-Payment Fee
18.....	Final Bill
19.....	Installation Fees
20.....	Water Tap Fees
21.....	Lines Extension Estimate
22.....	Utility Deposit
23.....	Finance Department Adjustment
30.....	Stormwater Penalty
31.....	Stormwater Fees
40.....	Residential Garbage – Backdoor
41.....	Residential Garbage – Curbside
42.....	Multi-Family/Business/Professional Complex Garbage
60.....	Miscellaneous Charge
61.....	Deposit Interest
62.....	Census Survey
78.....	Sewer Penalties
79.....	Sewer Sales
87.....	State Sales Tax

- 88..... Water Penalties
- 89..... Water Sales

**N. Bulk Sale of Residential Water and Sewer Taps – Bundled (Taps purchased as a bundle and assigned to an existing address)**

If the account is not activated within the first year, minimum usage rates will begin one year from the date of purchase.

- 1. 10-19 taps purchased as a bundle
  - (a) Inside City.....25% discount
  - (b) Outside City.....20% discount
- 2. 20 or more taps purchased as a bundle
  - (a) Inside City.....50% discount
  - (b) Outside City.....40% discount

**Chapter 110 - Vehicles for Hire**

**A. Charter Bus Fees**

- 1. Per hour (subject to a three (3) hour minimum charge) ..... \$40.00
- 2. Private Charter of 24-passenger Mini-Bus (first 2 hours) ..... \$150.00
  - (a) (per hour thereafter) ..... \$100.00
- 3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
  - (a) (First two hours) ..... \$125.00
  - (b) (per hour thereafter) ..... \$80.00

[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]

**B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)**

- Side Panel (each) ..... \$7,000.00
- Back Panel ..... \$4,000.00
- Both Sides and Back Panel ..... \$15,000.00

**PUBLIC TRANSPORTATION**

**A. KATS Fixed-Route Service Fares**

- 1. Regular fare ..... \$1.00
- 2. 65 and over ..... \$0.50
- 3. Handicapped ..... \$0.50
- 4. Monthly Pass ..... \$20.00
- 5. City Employees/Students with valid ID/Children under age 18 ..... Free
- 6. Military Veterans with Valid ID ..... \$0.50

**B. KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.)**

- 1. Zone 1, ADA/Paratransit trips within Blue Zone  
(one-way trip) ..... \$2.00
- 2. Zone 2, ADA/Paratransit trips within Green Zone  
(one-way trip) ..... \$4.00
- 3. Zone 3, ADA/Paratransit trips within Yellow Zone  
(one-way trip) ..... \$5.00

- C. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip) ..... \$3.00
  2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip) ..... \$4.00
  3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip) ..... \$5.00

## Chapter 114 - Zoning

- A. Planning and Zoning Fees
1. Rezoning application fees:
    - (a) Any downsizing (from higher to lower density)..... \$200.00
    - (b) Any rezoning less than 20 acres..... \$400.00
    - (c) Any rezoning over 20 acres..... \$450.00
  2. Each case filed with the Board of Zoning Appeals ..... \$50.00
  3. Historic Zoning Commission
    - (a) Case filed for hearing at HZC Meeting ..... \$50.00
    - (b) Case filed for In-House Approval with HZC ..... No charge
  4. Each case filed with the Gateway Review Committee..... \$50.00
  5. Planned Developments (including condominiums)..... \$20.00 per unit
  6. Site Plan (ZDP-PD-M1-R-MX):
    - (a) Preliminary ..... \$100.00
    - (b) Final..... \$50.00
- B. Subdivision fees
1. Preliminary Plat ..... \$200.00
  2. Construction Plans..... (to be determined by Engineering)
  3. Final Plat (including minor subdivisions) ..... \$25.00 per lot
  4. Bond Recording Fee (per page) ..... \$4.00
- C. Right-of-Way Vacating application fee ..... \$75.00
- D. Off-Premise Signs, Per Face (annual) ..... \$100.00
- E. Zoning Verification Letter..... \$20.00
- F. Geographic Information Services (GIS) Fees:
1. Map Products
    - (a) Staff time, per hour..... \$23.00
    - (b) Hard copy maps, standard sizes
      - (1) 48" x 36" ..... \$30.00  
(includes Kingsport Street Index Map and all Map Books)
      - (2) 36" x 24" ..... \$25.00
      - (3) 8.5" x 11" ..... \$10.00
    - (c) Hard copy maps, custom sizes (per inch, by longest side).....\$0.63
    - (d) Tax maps, 911 maps, and subdivision plats (per copy) ..... \$5.00
  2. Standard GIS Reports (street dictionary, etc., per page) ..... \$0.10
  3. Geographic Data for commercial users ..... 5%  
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)
- [Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the fees, rates, and charges set out in this resolution shall be in effect from and after its date of adoption unless otherwise stated herein, or until and unless any fee, rate, or charge is changed by subsequent resolution.

Adopted this 20<sup>th</sup> day of June, 2017.

ATTEST:

\_\_\_\_\_  
JOHN CLARK, Mayor

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney



## AGENDA ACTION FORM

### **Accept the Donation of Time and Services for the Construction of Picnic Shelters at Borden Park from the Kingsport Rotary Club**

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

Action Form No.: AF-158-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Kitty Frazier  
 Presentation By: Chris McCart/Kitty Frazier

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Kingsport Rotary Club is seeking to enhance the quality of life in Kingsport by partnering with the City to construct two new picnic shelters in Borden Park. These new structures will replace two shelters in the park that are in bad condition. The Rotary Club has previously contributed a picnic shelter, disc golf baskets and a restroom facility to the park. The proposed 2017 club shelter project is a celebration of the city centennial and demonstrates the Rotary commitment of "Service above Self". These new shelters will complement and enhance other Borden Park improvements being done through the TN Department of Health, Diabetes Grant.

In partnership, the City of Kingsport will purchase the shelter kits and the Kingsport Rotary Club will contribute various installation materials, construction manpower/labor and supervision of the project.

#### **Attachments:**

1. Resolution
2. Shelter Concept

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING A DONATION OF TIME AND SERVICES FOR THE CONSTRUCTION OF TWO PICNIC SHELTERS FOR BORDEN PARK BY THE ROTARY CLUB OF KINGSFORT

WHEREAS, the Rotary Club of Kingsport would like to enhance the quality of life in Kingsport by partnering with the city to construct two new picnic shelters in Borden Park; and

WHEREAS these new structures will replace two shelters in the park that are in poor condition; and

WHEREAS, the project is a celebration of the city centennial and will complement and enhance other Borden Park improvements; and

WHEREAS, the city will purchase the shelter kits at an amount of \$33,000.00, and the Kingsport Rotary Club will contribute various installation materials, construction manpower/labor and supervision of the project; and

WHEREAS, funding for the project is available in GP1713.

Now therefore,

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

SECTION I. That the donation to the city from the Rotary Club of Kingsport of time and services for the construction of two shelters for Borden Park is accepted.

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY









## AGENDA ACTION FORM

### Change Order No. 1 for the Centennial Park Project

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

Action Form No.: AF-179-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: D. Mason  
 Presentation By: C. McCart

### **Recommendation:**

Approve the Resolution.

### **Executive Summary:**

On November 1, 2016 the Board approved entering a contract with Armstrong Construction for the construction of Centennial Park.

In order to facilitate construction of the park, several overhead utility lines needed to be removed and relocated underground. A combination of existing underground utilities, and changes to the number and sizes of cables that Century Link needed to install, required adding a manhole box, additional conduits, and re-routing the conduits down the street instead of outside the curb line.

This change order in the amount of \$20,965.00 is to provide for the additional scope of work to provide an additional manhole and conduits to accommodate the changes to the Century Link cables. Funding for this change order is available from private donations that are in project GP1627.

Additional costs associated with re-routing the conduits due to conflicts with existing utilities will be covered by project contingency funds.

### **Attachments:**

1. Change Order Resolution

Funding source appropriate and funds are available:

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH ARMSTRONG CONSTRUCTION COMPANY, INC. FOR CENTENNIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the city entered a contract with Armstrong Construction Company, Inc. on November 3, 2016, for the construction of Centennial Park; and

WHEREAS, the project called for removing overhead utilities and relocating them underground in the project area; and

WHEREAS, changes made by Century Link to the number and size of cables to be installed underground necessitates the installation of more conduits and an additional manhole; and

WHEREAS, a change order to the contract is necessary to provide for the cost of an additional manhole and conduits in the amount of \$20,965.00 to complete the project; and

WHEREAS, funding is available in Project GP1627.

Now therefore,

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

SECTION I. That change order #1 to the contract with Armstrong Construction for Centennial Park, to provide for an additional manhole and conduits in the amount of \$20,965.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, change order #1 to the contract for Centennial Park and all other documents necessary and proper to effectuate the purpose of the contract as shown below:

**CHANGE ORDER**

Date 6 / 20 / 2 0 17

OWNER'S Project No. GP1627

ENGINEER'S Project No.

Project Centennial Park

CONTRACTOR Armstrong Construction

Contract For Park Construction

Contract Date 11/3/2016

To: Armstrong Construction

Contractor

You are directed to make the changes noted below in the subject Contract:

Nature of the Changes

Provide an additional manhole and 350' of underground conduit for installation of Century Link cables by others.

Enclosures

These changes result in the following adjustment of Contract Price and Time:

Contract price prior to this change order:	\$1,275,938.95
Net Increase Resulting from this Change Order:	\$20,965.00
Current Contract Price Including This Change Order:	\$1,296,903.95
Contract Time Prior to this Change Order:	210 Days
Days Net Increase Resulting from this Change Order:	53 Days
Current Contract Date Including this Change Order:	8/25/2017 Days or Date

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 20<sup>th</sup> day of June, 2017.

---

JOHN CLARK, MAYOR

ATTEST:

---

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Change Order No. 1 for Borden Park Phase 1 Improvements

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

Action Form No.: AF-180-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: D. Mason  
 Presentation By: C. McCart

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

On April 18, 2017 the Board approved entering a contract with Duco Construction for the construction of Borden Park – Phase I Improvements.

The contract consists of a base bid for the expansion of the trail system, which is partially funded by grant money, and two parking lot expansions that were bid as alternates in order to administratively separate them from the grant funded portion of the project.

The project also included a 6% contingency fund which was anticipated to be used for removing and replacing unsuitable soils due to the low lying topography of the park. The base bid portion of the contract is nearly complete and has expended about 60% of the contingency funds.

Work is now underway on the parking lot expansions and proof-rolling of the areas has identified additional areas of unsuitable soil that will exceed the amount of remaining contingency. This change order is to increase the contract amount by \$14,610.00 for removing and replacing unsuitable soils beyond the amount of available contingency funds.

Funds for this change order are available in project GP1713.

#### Attachments:

1. Resolution
2. Change Order

Funding source appropriate and funds are available: 

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH DUCO CONSTRUCTION LLC FOR BORDEN PARK – PHASE I IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the City of Kingsport entered a contract with Duco Construction, LLC on April 19, 2017, for the construction of Borden Park – Phase I Improvements; and

WHEREAS, the project consists of expanding the trail system as a base bid, and two parking lot expansions as alternate bids; and

WHEREAS, a 6% contingency fund was included in the project which was anticipated to be partially used for removing and replacing unsuitable soils as needed; and

WHEREAS, the base bid portion of the project is nearly complete and has expended approximately 60% of the contingency funds; and

WHEREAS, preliminary work on the parking lot expansions has identified additional areas of unsuitable soils that will exceed the remaining contingency funds; and

WHEREAS, a change order to the contract is necessary to provide for the cost of removing and replacing unsuitable soils beyond the available contingency funds in the amount of \$14,610.00 to complete the project; and

WHEREAS, funding is available in Project GP1713.

Now therefore,

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

SECTION I. That change order #1 to the contract with Duco Construction for Borden Park – Phase I Improvements, to provide for removing and replacing unsuitable soils in the amount of \$14,610.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, change order #1 to the contract for Borden Park – Phase I Improvements and all other documents necessary and proper to effectuate the purpose of the contract as shown below:

CHANGE ORDER

Date 6 / 20 / 20 17

OWNER'S Project No. GP1510/1700/1713

ENGINEER'S Project No.

Project Borden Park – Phase I Improvements

CONTRACTOR Duco Construction

ContractFor Park Improvements

Contract Date 4/19/2017

To: Duco Construction

Contractor

You are directed to make the changes noted below in the subject Contract:

Nature of the Changes

Remove and replace unsuitable soils in the parking lot areas

Enclosures

These changes result in the following adjustment of Contract Price and Time:

Contract price prior to this change order: \$533,011.97

Net Increase Resulting from this Change Order: \$14,610.00

Current Contract Price Including This Change Order: \$547,621.97

Contract Time Prior to this Change Order: 150 Days

Days Net Increase Resulting from this Change Order: 0 Days

Current Contract Date Including this Change Order: 9/21/2017 Days or Date

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 20<sup>th</sup> day of June, 2017.

---

JOHN CLARK, MAYOR

ATTEST:

---

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

No. 1**CHANGE ORDER**Date 6/20/2017

OWNER'S Project No. GP1510/1700/1713 ENGINEER'S Project No. \_\_\_\_\_  
Project Borden Park - Phase I Improvements

CONTRACTOR Duco Construction  
Contract For Park Improvements Contract Date 4/19/2017

To: Duco Construction  
Contractor

You are directed to make the changes noted below in the subject Contract:

ATTEST:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY OF KINGSPORT  
OWNER

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
MAYOR OF KINGSPORT

Dated: \_\_\_\_\_

Nature of the Changes

Remove and replace unsuitable soils in the parking lot areas

Enclosures

These changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	\$ <u>533,011.97</u>
Net <u>Increase</u> Resulting from this Change Order	\$ <u>14,610.00</u>
Current Contract Price Including This Change Order	\$ <u>547,621.97</u>

Contract Time Prior to This Change Order	150	Days
Net <u>Increase</u> Resulting from this Change Order	0	Days
Current Contract Date Including This Change Order	9/21/2017	Days or Date

The Above Changes Are Approved

\_\_\_\_\_  
Project Manager

By: \_\_\_\_\_ David Mason

Date: \_\_\_\_\_

The Above Changes Are Accepted

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Routing

1. Board of Mayor and Aldermen for approval and authorization for the Mayor to sign on behalf of the City
2. Project Manager
3. Contractor
4. City Attorney
5. Mayor
6. City Recorder

Distribution by City Recorder

1. Original executed change order to contract file
2. Copy to Contractor
3. Copy to Project Manager
4. Copy to Purchasing Director





## AGENDA ACTION FORM

### Enter into a Professional Service Agreement with CDM Smith for Water and Wastewater Facilities SCADA Design and Master Plan Implementation

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

Action Form No.: AF-188-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:** Approve the Resolution.

#### **Executive Summary:**

The water and wastewater facilities utilize Supervisory Control and Data Acquisition Systems (SCADA) to monitor and control equipment at the w/ww plants and remotely at tanks and pump stations. It is a computer system for continuously gathering and analyzing real time data allowing staff to make operational decisions that affect the quantity and quality of water. The information gathered is required to maintain compliance and submitted to state and federal agencies.

Kingsport water/wastewater facilities utilize four separate SCADA systems (water plant, water remote sites, wastewater plant and sewer lift stations) each utilizing different hardware, software and means of communication. The sewer lift stations (SLS) system communicated on the 800 MHz trunking system owned and operated by the state. In 2015, due to the amount of data transmitted and to free up space for emergency services the department was prohibited from using the trunking system for communication leaving the SLS with no remote monitoring capabilities. During this time, staff was developing preliminary plans to upgrade the water SCADA system due to hardware and software that is no longer supported. As a result, staff initiated a master planning process with CDM Smith to evaluate and standardize communication infrastructure, software platforms, hardware and reporting software for all w/ww facilities SCADA systems. Due to the number of components utilized across the four systems, standardizing on hardware, software and associated equipment will allow staff to maintain and upgrade the system more cost effectively and efficiently. The master plan was completed earlier this year and will be used to facilitate design.

The request provides for final SCADA design for water treatment plant and remote sites (\$170,000.00), wastewater treatment plant (\$130,000.00), sewer lift stations (\$200,000.00). Total amount for this request is \$500,000. Funding is available in WA1700, SW1700 and SW1603.

#### **Attachments:**

1. Resolution
2. CDM Smith Proposal

Funding source appropriate and funds are available: js

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH CDM SMITH AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, currently the city water and wastewater facilities utilize four different SCADA (Supervisory Control and Data Acquisition) systems, each utilizing different hardware, software and means of communicating with each other; and

WHEREAS, CDM Smith has come up with a master plan to integrate the same SCADA program for the water treatment plant, the sewer lift stations, the wastewater treatment plant and the water remote sites; and

WHEREAS, the total amount of the agreement will be \$500,000.00, and the funding is available in WA1700, SW1700 and SW1603.

Now therefore,

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

SECTION I. That an agreement with CDM Smith for an integrated SCADA system master plan for the water treatment plant, the sewer lift stations, the wastewater treatment plant and the water remote sites, 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 CDM Smith for an integrated SCADA system master plan for the water treatment plant, the sewer lift stations, the wastewater treatment plant and the water remote sites and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 20th day of June, 2017.

---

JOHN CLARK, MAYOR

ATTEST:

---

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

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



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

April 19, 2017

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

Subject: Proposal to Provide Professional Services for SCADA Master Plan Implementation  
for the City of Kingsport Water and Wastewater Systems

Dear Niki:

The City of Kingsport (City) owns and operates the City of Kingsport water and wastewater treatment plants and their remote sites. The City has requested that CDM Smith prepare contract documents suitable for public bidding to procure a water and wastewater system-wide SCADA system consistent with the recommendations of the March 2017 Final SCADA Master Plan. Specific features of the comprehensive SCADA system are described in Section 2-Executive Summary of the referenced report. The contract documents will be prepared for implementation in two separate projects.

CDM Smith will utilize information from the completed Master Plan document, as the base starting point for this project. The plans and specification will be developed based on this information and new information provided by the City staff. The Master Plan document will be modified at the end of construction (of all facilities) to align with the new design, as constructed.

## **Scope of Services**

CDM Smith will provide the following scope of services:

### **Task 1 – Project Management and Administration**

#### **1.1 General Project Coordination**

This task includes project planning and workplan preparation, schedule management, budget management, project implementation planning assistance, and related services.

#### **1.2 QA/QC**

CDM Smith will complete all QA/QC reviews and maintain related documentation in accordance with our established procedures.



**1.3 Progress Meetings with the City (2)**

Two progress meetings in Kingsport are anticipated. These meetings are in addition to a project kick-off meeting and deliverable review meetings.

**1.4 Miscellaneous Project Administration/Invoicing**

Monthly invoices will be prepared and submitted with progress reports.

**1.5 Project Closeout and Documentation**

Project records will be compiled, files will be reviewed for completeness and all documentation will be prepared for use during project implementation.

**Task 2 – Design Definition**

**2.1 Kick-Off Meeting/Site Visits**

A project kick-off meeting will be conducted to finalize the project workplan and schedule, sequence of work, communication procedures and related matters.

**2.2 Review Existing Drawings/Documentation**

Existing drawings and related information will be obtained and reviewed.

**2.3 Interview Management and Operations Staff**

Additional interviews will be conducted to confirm SCADA system features, reporting requirements, and other critical system criteria.

**2.4 Code Review**

SCADA workstation locations at the WWTP and WTP will be reviewed to identify any code issues that should be addressed.

**Task 3 – Conceptual Design**

**3.1 Radio Path Study Procurement Assistance**

CDM Smith will provide scoping and procurement assistance for a systems integrator to perform software and radio path study. The radio study will consist of software path studies and field work with a detailed report. CDM Smith will prepare a scope of work for a contractor to perform the actual study and provide documentation. CDM Smith is familiar with several firms in the industry that have provided these services in the past, and will assist the City with procurement of a contractor, and review and approval contractor's final report. These services will be provided for both water and sewer.

**3.2 System Architecture Development**

System architecture drawings will be developed for both the water system and the wastewater system.

**3.3 Preliminary Riser Diagrams for WTP and WWTP – Preliminary Riser**

Diagrams will be developed and additional required information will be identified and requested.

**Task 4 – Preliminary Design**

**4.1 Preliminary Design – Electrical Upgrades**

Preliminary drawings (30%) will be developed for the WTP and WWTP. Typical drawings will be prepared for remote sites.

**4.2 Preliminary Design – SCADA**

Preliminary drawings (30%) will be developed for the WTP and WWTP. Typical drawings will be developed for remote sites.

**4.3 Control Narratives**

Preliminary control narratives will be developed using existing control narratives provided by the City and related information such as previous project work or existing O&M manuals. It is assumed that up to 15 percent of the existing narratives will require modifications due to improvements in control as identified by City staff or CDM Smith automation professionals. A conference call will be facilitated by the CDM Smith Project Manager along with automation staff and City Operations staff to discuss areas of control improvements.

**4.4 OPCC Update**

An Opinion of Probable Construction Cost (OPCC) for each of the four project components will be developed.

**4.5 Preliminary Design Report and Review Meeting**

A preliminary design report documenting Task 2, 3 and 4 will be delivered to the City for review, followed by a meeting to discuss review comments.

**Task 5 – Design Development**

**5.1 Develop Contract Documents to 60%**

Contract documents will be developed to 60 percent complete.

**5.2 OPCC Update**

The OPCC will be updated based on the 60 percent complete documents.

**5.3 60% Deliverable and Review Meeting with City**

The 60% complete documents and OPCC will be delivered to the City for review, followed by a meeting to discuss comments and to develop final project implementation plan.

## **Task 6 – Pre-Final Design**

### **6.1    *Develop Contract Documents to 90%***

Contract documents will be developed to 90 percent complete.

### **6.2    *OPCC Update***

The OPCC will be updated based on the 90 percent complete documents and the implementation plan.

### **6.3    *90% Deliverable and Review Meeting with City***

The 90percent documents and OPCC will be delivered to the City for review, followed by a meeting to discuss comments.

## **Task 7 – Final Design**

### **7.1    *Complete Front End Specs***

City of Kingsport standard documents will be obtained and modified for use with the contract documents.

### **7.2    *Complete Contract Documents***

Final contract documents will be developed. One PDF on a flash drive and five hard copies will be delivered.

## **Preliminary Drawing and Specification Lists**

Preliminary drawing and specification lists are provided below:

### **General Drawings**

Cover Sheet (2 Sheets)

Index/Note Sheets (2 Sheets)

Site Location Plan (2 Sheets)

### **Water Treatment Plant SCADA Drawings**

I-1:    Instrumentation Symbols

I-2:    Instrumentation Legend

I-3:    Overall SCADA Network Architecture

I-4:    Water Treatment Plant System Architecture

I-5:    Raw Water Pump Station P&ID

I-6:    Clarifiers P&ID

I-7:    High Service Pump Station P&ID

I-8:    Raw Water Intake P&ID

I-9:    Filters P&ID (Typical of No. 1 – 10)

I-10:    Filters (Typical of No. 11A/11B & 12A/12B)



Niki Ensor, P.E.  
April 19, 2017  
Page 5

- I-11: Electrical System P&ID
- I-12: Instrumentation Installation Details – I
- I-13: Instrumentation Installation Details – II
- I-14: Instrumentation Installation Details – III
- E-1: Electrical Symbols & Abbreviations I
- E-2: Electrical Symbols & Abbreviations II
- E-3: Overall Site Plan
- E-4: Electrical One Line Diagram Modifications
- E-5: Electrical Instrumentation & Control Riser Diagrams
- E-6: Electrical Plan Views I
- E-7: Electrical Plan Views II
- E-8: Electrical Details I
- E-9: Electrical Details II

#### **Wastewater Treatment Plant SCADA Drawings**

- I-1: Instrumentation Symbols
- I-2: Instrumentation Legend
- I-3: Overall SCADA Network Architecture (Referenced from the WTP Set of Drawings)
- I-4: Wastewater Treatment Plant System Architecture
- I-5: Raw Water Pump Station P&ID
- I-6: Grit Tank P&ID
- I-7: Primary Clarifiers P&ID
- I-8: Trickling Filters P&ID
- I-9: Intermediate Basins P&ID
- I-10: Aeration Basins P&ID
- I-11: Final Clarifiers P&ID
- I-12: Chlorine Contact Tanks
- I-13: Gas Chlorine & Sulfur Dioxide Feed Systems P&ID
- I-14: Gravity Thickeners P&ID
- I-15: Digesters No. 1 & No. 2 P&ID
- I-16: Digester No. 3 P&ID
- I-17: Boiler System P&ID
- I-18: Dewatering Building P&ID
- I-19: Waste Pump Station P&ID
- I-20: UV Disinfection P&ID
- I-21: Electrical System P&ID
- I-22: MCC-1A and MCC-1B P&ID
- I-23: Instrumentation Installation Details – I
- I-24: Instrumentation Installation Details – II
- I-25: Instrumentation Installation Details – III
- E-1: Electrical Symbols & Abbreviations I





Niki Ensor, P.E.

April 19, 2017

Page 6

- E-2: Electrical Symbols & Abbreviations II
- E-3: Overall Site Plan
- E-4: Electrical Site Plan Rail Side
- E-5: Electrical Site Plan Road Side
- E-6: Electrical One Line Diagram Modifications
- E-7: Electrical Instrumentation & Control Riser Diagrams
- E-8: Electrical Plan Views I
- E-9: Electrical Plan Views II
- E-10: Electrical Plan Views III
- E-11: Electrical Plan Views IV
- E-12: Electrical Panelboard Schedules
- E-13: Electrical Details I
- E-14: Electrical Details II

### **Water Remote Site Telemetry Drawings**

- I-1: Instrumentation Symbols
- I-2: Instrumentation Legend
- I-3: Water Remote Sites Site Plan Layout (Google Maps marked-up)
- I-4: Water Remote Site Communication Overview
- I-5: Booster PS P&ID (Typical)
- I-6: Ground Storage Tank P&ID (Typical)
- I-7: Elevated Storage Tank P&ID (Typical)
- I-8: Elevated Storage Tank & Altitude Valve P&ID (Typical)
- I-8: Booster PS, Ground Storage Tank & Generator P&ID (Typical)
- I-9: Booster PS, Ground Storage Tank & Altitude Valve P&ID (Typical)
- I-10: Water Remote Sites Panel Layout Typical
- I-11: Instrumentation Installation Details – I
- I-12: Instrumentation Installation Details – II
- I-13: Instrumentation Installation Details – III
- E-1: Electrical Symbols & Abbreviations I
- E-2: Typical Electrical Riser Diagram and Typical Plan View
- E-3: Electrical Details I
- E-4: Electrical Details II

### **Wastewater Remote Site Telemetry Drawings**

- I-1: Instrumentation Symbols
- I-2: Instrumentation Legend
- I-3: Wastewater Remote Sites Site Plan Layout (Google Maps marked-up)
- I-4: Wastewater Remote Site Communication Overview
- I-5: Lift Station (Building) with Dry Pit, Flooded Suction & Generator P&ID (Typical)
- I-6: Standard Two Pump Lift Station P&ID (Typical)



Niki Ensor, P.E.  
April 19, 2017  
Page 7

- I-7: Standard S&L Lift Station with Dry Prime Pump Backup P&ID (Typical)
- I-8: Wastewater Remote Sites Panel Layout Typical
- I-9: Instrumentation Installation Details – I
- I-10: Instrumentation Installation Details – II
- I-11: Instrumentation Installation Details – III
- E-1: Electrical Symbols & Abbreviations I
- E-3: Typical Electrical Riser Diagram and Typical Plan View
- E-3: Electrical Details I
- E-4: Electrical Details II

### **Specifications (Typical for each design package)**

- 13300 – General Conditions
- 13302 – Testing
- 13303 – Training
- 13305 – Control Narratives
- 13306 – Application Engineering Services
- 13310 – Computer Hardware
- 13311 – PLC Hardware and Software 13320 – Control and Data Network Equipment
- 13330 – Control Panels and Panel Mounted Equipment
- 13335 – UPS / Battery Backup

### **Additional Specifications (Specific to each design package)**

- 13315 – HMI Software (only included in the 1st Design Package)
- 13321 – Fiber Optic Cabling
- 13322 – Cellular Telemetry System
- 13323 – Radio Telemetry System

### **Electrical Specifications**

- 16000 – General Electrical Requirements
- 16110 – Raceways, Conduits, Fittings and Supports
- 16120 – Wires and Cables
- 16191 – Miscellaneous Electrical Materials
- 16600 – Underground System
- 16660 – Grounding System

### **Assumptions**

The above described engineering services have been based upon the following assumptions:

1. City will coordinate access for CDM Smith automation and electrical engineer(s) to evaluate all components specified in the scope.



2. City will provide record P&ID and single line drawings for the WTP and WWTP.
3. City will provide As-built drawings for the facilities requiring modification.
4. City shall procure systems integrator to perform software and physical radio path study.

### Deliverables

CDM Smith will provide the following deliverables to the City:

1. Meeting agendas and summaries.
2. Preliminary design documents (30%).
3. Design development documents (60%).
4. Pre-final design documents (90%).
5. Final documents (100%), suitable for public bidding (as two separate projects).

### Time of Completion

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

Task Description	Completion Date
1. Preliminary Design Documents (30%)	4 months from NTP
2. Design Development Documents (60%)	7 months from NTP
3. Pre-Final Design Documents (90%)	10 months from NTP
4. Final Design Documents (100%)	12 months from NTP

### Payment and Compensation

The City of Kingsport shall compensate CDM Smith 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 for the components provided below. A status report will accompany each progress invoice.

Project Component	Lump Sum Cost
Water Treatment Plant	\$100,000
Water Remote Sites	\$70,000
Wastewater Treatment Plant	\$130,000
Wastewater Remote Sites	\$200,000
Total Lump Sum Cost	\$500,000



Niki Ensor, P.E.  
April 19, 2017  
Page 9

The project total upper limit shall not exceed \$500,000 without written amendment to this authorization.

CDM Smith looks forward to working with the City of Kingsport for the implementation of the SCADA Master Plan project. Should you have any questions or require additional information, please do not hesitate to contact me at 865-963-4373.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Bernie Maloy', written over a faint, larger signature.

Bernie Maloy, P.E., BCEE  
Vice President  
CDM Smith

cc: David Ubert





## AGENDA ACTION FORM

### Authorizing the Purchase of Dell Latitude E5570 Laptops from FireFly Computers for Teachers in the Kingsport City School System

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

Action Form No.: AF-185-2017  
Work Session: June 19, 2017  
First Reading: N/A

Final Adoption: June 20, 2017  
Staff Work By: Committee  
Presentation By: D. Frye/S. Pierce

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Kingsport City Schools recommend purchasing 157 Dell Latitude E5570 for Teachers in the Kingsport City School system at \$1,028.00 each (includes docking station) for a total cost of \$161,396.00.

The pricing offered is based upon the contract award to FireFly Computers through the National Cooperative Purchasing Alliance (NCPA) Contract 01-43. NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

With NCPA, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from NCPA have been competitively solicited by a lead agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will come from account number 141-7161-711.07-22 (FY 2016-2017 Budget).

#### Attachments:

1. Resolution
2. Recommendation
3. Quote

Funding source appropriate and funds are available:                     

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR  
157 DELL LATITUDE E5570 LAPTOPS COMPUTERS FOR USE BY  
TEACHERS AT KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City Schools administration recommends the purchase of 157 Dell Latitude E5570 for teachers in the Kingsport City School system; and

WHEREAS, the cost is \$1,028.00 for each computer, which includes docking stations, for a total cost of \$161,396.00; and

WHEREAS, the city is a member National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, FireFly Computers has a contract with NCPA; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to FireFly Computers, in the amount of \$161,396.00.00; and

WHEREAS, funding for this equipment is available in schools account number 141-7161-711-07-22.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to FireFly Computers, for the purchase of 157 Dell Latitude E5570 for teachers in the Kingsport City School system in the amount of \$161,396.00.00.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MEMORANDUM**

**TO:** Board of Education and the Board of Mayor and Aldermen  
Dr. Lyle Ailshie

**FROM:** Scott Pierce, Director of Technology

**DATE:** June 20, 2017

**SUBJECT:** Dell Latitude E5570 Laptop Purchase

We have received quotes to purchase Laptops for the KCS Teachers utilizing budget funds from FY16-17. Approximately 157 Dell Latitude E5570 laptop devices with docking stations will be purchased.

The Dell laptops will be purchased utilizing the National Cooperative Purchasing Alliance (NCPA) (Contract 01-43) through FireFly Computers as the partner vendor. Each Dell Latitude E5570 will cost \$899.00 with additional \$129.00 for docking station, for a total cost of \$161,396.00.

It is recommended the Board approve the purchase of the Dell Latitude E5570 laptop devices for KCS Teachers.

<b>Vendor</b>	<b>Model</b>	<b>Unit Cost</b>	<b>Docking Station</b>	<b>Total Cost</b>
CDW-G	Dell Latitude E5570	\$936.80	\$135.00	\$168,272.60
FireFly	Dell Latitude E5570	<b>\$899.00</b>	<b>\$129.00</b>	<b>\$161,396.00</b>
Insight	Dell Latitude E5570	\$935.48	\$143.34	\$169,374.74



1271 Red Fox Road  
Saint Paul, MN 55112  
www.fireflycomputers.com

## Quotation

**Quote# 632540**

Valid Until: 06/04/2017

## Terms

Net 30 Days

### Customer

**Kingsport City Schools**  
**Jennifer Brotherton**  
Phone: 423-378-2154  
Email: jbrotherton@k12k.com

### Account Manager

**Philip Crawford**  
Phone: 866-950-8868 x 121  
Fax: 612-392-2155  
Email: philip@fireflycomputers.com

Product Details	Quantity	Unit Price	Extended Price
<b>Laptop</b>	157	\$899.00	\$141,143.00
Dell Latitude E5570 15.6" Display Core i7 Processor 8 GB RAM 256 GB SSD Wireless Windows 7 Professional 4-Cell Battery 3-Year Warranty			
<b>Docking Station</b>	157	\$129.00	\$20,253.00
Dell E-Port Replicator Docking Station			
<b>Sub Total</b>			<b>\$161,396.00</b>
Tax			\$0.00
Shipping			\$0.00
<b>Grand Total</b>			<b>\$161,396.00</b>

Please fax purchase orders to 612-392-2155 or email to [orders@fireflycomputers.com](mailto:orders@fireflycomputers.com)

### Special Offers / Notes

- Freight Included
- Price valid while supplies last
- NCPA Contract: 01-43

### Browse and Shop Our Online Store

[www.fireflyadvantage.com](http://www.fireflyadvantage.com)

Notice: This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is strictly prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to your organization. Prices and availability may change without notice prior to the quote expiration date.





## AGENDA ACTION FORM

### **Authorizing the Purchase of Chromebooks from FireFly Computers for 4th and 9th Grade Students in the Kingsport City School System**

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

Action Form No.: AF-186-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: D. Frye/S. Pierce

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Kingsport City Schools recommend purchasing 1,300 Acer N7 Chromebooks for the FY17-18 4th and 9th grade students in the Kingsport City School system at \$233.99 each for a total cost of \$304,187.00.

The pricing offered is based upon the contract award to FireFly Computers through the National Cooperative Purchasing Alliance (NCPA) Contract 01-43. NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

With NCPA, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from NCPA have been competitively solicited by a lead agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will come from account number 141-7161-711.07-22 (FY 2017-2018).

#### **Attachments:**

1. Resolution
2. Recommendation
3. Quote

Funding source appropriate and funds are available: 

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR  
1,300 ACER N7 CHROMEBOOKS FOR USE BY STUDENTS AT  
KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City School administration recommends the purchase of 1,300 Acer N7 Chromebooks for the FY18 4<sup>th</sup> and 9<sup>th</sup> grade students in the Kingsport City School system; and

WHEREAS, the cost is \$233.99 for each Chromebook for a total cost of \$304,187.00; and

WHEREAS, the city is a member National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, FireFly Computers has a contract with NCPA; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to FireFly Computers, in the amount of \$304,187.00; and

WHEREAS, funding for this equipment is available in schools account number 141-7161-711-07-22.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to FireFly Computers, for the purchase of 1,300 Acer N7 Chromebooks for use by Kingsport City Schools in the amount of \$304,187.00.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# MEMORANDUM

TO: Board of Education and the Board of Mayor and Aldermen  
Dr. Lyle Ailshie

FROM: Scott Pierce, Director of Technology

DATE: June 20, 2017

SUBJECT: Chromebooks Purchase

We have received quotes to purchase Chromebooks for the fourth, and ninth grade students utilizing the KCS budget. Approximately 1,300 devices will be purchased for this 1:1 computer program. Students will be allowed to take the Chromebook home to complete assignments, conduct research and extend the school day.

It is recommended the Board approve the purchase of the Acer N7 Chromebooks as the device chosen for the program. The laptops will be purchased utilizing the National Cooperative Purchasing Alliance (NCPA) (Contract 01-43). through FireFly Computers as the partner vendor. The Chromebook will cost \$233.99, which includes the computer, Chrome license, service fees and carrying case for a total cost of \$304,187.00

Vendor	Model	Unit Cost	Total Cost
CDW-G	Acer N7 (Non-Touch)	\$244.77	\$318,201.00
FireFly	Acer N7 (Non-Touch)	\$233.99	\$304,187.00
Insight	Acer N7 (Non-Touch)	\$238.36	\$309,868.00



1271 Red Fox Road  
Saint Paul, MN 55112  
[www.fireflycomputers.com](http://www.fireflycomputers.com)

## Quotation

**Quote# 633463**

Valid Until: 07/07/2017

## Terms

Net 30 Days

### Customer

**Kingsport City Schools**  
**Scott Pierce**  
Phone: 423-378-2145  
Email: [spierce@k12k.com](mailto:spierce@k12k.com)

### Account Manager

**Philip Crawford**  
Phone: 866-950-8868 x 121  
Fax: 612-392-2155  
Email: [philip@fireflycomputers.com](mailto:philip@fireflycomputers.com)

Product Details	Quantity	Unit Price	Extended Price
<b>Chromebook</b> Acer C731-C8VE 11.6" LCD Chromebook Intel Celeron N3060 Dual-core (2 Core) 1.60 GHz 4 GB LPDDR3 16 GB Flash Memory Chrome OS 1366 x 768 ComfyView Intel HD Graphics 400 LPDDR3 Front Camera/Webcam IEEE 802.11a/b/g/n/ac Wireless + BT HDMI - 2 x USB 3.0 Ports	1300	\$173.99	\$226,187.00
<b>Chrome Management Console</b>	1300	\$25.00	\$32,500.00
<b>White Glove Service</b> Preconfigured wireless access settings Pre-enrolled in Google Apps® domain Chrome OS® updates installed Custom themes and settings applied Hardware functionality check Google Console OU management	1300	\$0.00	\$0.00
<b>Asset Tagging (Minimum qty 100)</b> If asset tags are provided by Kingsport City Schools, FireFly computers will apply them at no cost if White Glove Service is purchased.	1300	\$0.00	\$0.00
<b>Mobile Device Case</b> Targus TKC004 Carrying Case (Messenger) for 11.6" Notebook - Black Drop Resistant, Skid Resistant Base, Impact Resistant, Scratch Resistant - Polyester - Shoulder Strap - 12.5" Height x 9" Width	1300	\$35.00	\$45,500.00
<b>Sub Total</b>			<b>\$304,187.00</b>
Tax			\$0.00
Shipping			\$0.00
<b>Grand Total</b>			<b>\$304,187.00</b>

Please fax purchase orders to 612-392-2155 or email to [orders@fireflycomputers.com](mailto:orders@fireflycomputers.com)

### Special Offers / Notes

- Freight Included
- NCPA Contract: 01-43

**Browse and Shop Our Online Store**

[www.fireflyadvantage.com](http://www.fireflyadvantage.com)

Notice: This quote is confidential and is to be reviewed solely by individuals within the organization to which it is addressed. Unauthorized distribution or disclosure of the contents of this quote is strictly prohibited. If you are not from the organization addressed, please notify us immediately so we can revoke a quote specific to your organization. Prices and availability may change without notice prior to the quote expiration date.



## AGENDA ACTION FORM

### Authorizing the Purchase of College and Career Readiness Software Platform for Kingsport City Schools

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

Action Form No.: AF-187-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Committee  
 Presentation By: D. Frye/B. Cinnamon

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Proposals were opened from two vendors (Hobson's Naviance and Career Cruise) on May 30, 2017 for the College and Career Readiness Software Platform RFP. The proposals were reviewed by the committee and a recommendation will be presented to the Board of Education on June 20, 2017. Contingent upon Board of Education approval of the recommendation, Kingsport City Schools is requesting BMA Approval to purchase Hobson's Naviance Software Platform for the amount of \$185,567.00 (Total 5Yr Investment)

This will be funded from account number 141-7154-711.04-29 (2017-2018 Budget).

#### **Attachments:**

1. Resolution
2. Bid Minutes
3. Memo of Recommendation

Funding source appropriate and funds are available:

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE PURCHASE OF COLLEGE  
AND CAREER READINESS SOFTWARE FOR THE KINGSPORT  
CITY SCHOOL SYSTEM AND AUTHORIZING THE MAYOR TO  
EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO  
EFFECTUATE SAME

WHEREAS, proposals were opened May 30, 2017, for the purchase of college and career readiness software platforms for the Kingsport City School System; and

WHEREAS, upon review of the proposals, it is recommended to purchase Hobson's, Inc. Naviance Software Platform in the amount of \$185,567.00, for five years; and

WHEREAS, final approval is contingent on the approval by the Kingsport Board of Education at its June 20, 2017, meeting; and

WHEREAS, funding is identified in account number 141-7154-711.04-29.

Now therefore,

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

SECTION I. That the purchase of Hobson's, Inc. Naviance Software Platform, at a total purchase cost of \$185,567.00, contingent on board of education approval, 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 Hobson's, Inc. Naviance Software Platform and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 20th day of June, 2017.

---

JOHN CLARK, MAYOR

ATTEST:

---

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 30, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

RFP – COLLEGE AND CAREER READINESS SOFTWARE PLATFORM	
Vendor:	
Hobsons, Inc.	
Career Cruising	

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



## MEMORANDUM

TO: Board of Education and the Board of Mayor and Aldermen  
Dr. Lyle Ailshie

FROM: Brian Cinnamon, Chief Academic Officer-Secondary  
David Frye, Chief Finance Officer

DATE: June 20, 2017

SUBJECT: College and Career Readiness Software Platform RFP

On May 10, 2017, Kingsport City Schools posted a Request for Proposal (RFP) for College and Career Readiness Software Platform to assist students in achieving post-secondary goals and provide school staff with data to support student goals. Kingsport City Schools was seeking a platform that would offer comprehensive K-12 college and career planning solutions that enhance school counselor productivity and support efficient tracking of results for school and district administrators to use in personalized district wide-planning.

On May 30, 2017, proposals were received from two vendors: Career Cruising and Hobson's Naviance. The proposals were reviewed by a committee of representatives from the school district. Although both Career Cruising and Hobson's Naviance provide comprehensive solutions, the Naviance platform offers schools and the district the flexibility to customize the platform for K-12 solutions and will integrate with our existing student information platform. The Naviance platform offers customizable solutions which include: the Naviance College and Career Readiness Curriculum; Adaptive Test Preparation for ACT, SAT and Advanced Placement exams; Electronic Transcript and Document Exchange; Course Planning and Alumni Tracking.

Upon completing their review, the committee agreed that the Naviance platform offers the solution that best aligns with Kingsport City Schools K-12 College and Career Readiness focus and efforts. Kingsport City Schools recommends the board approve the purchase of Hobson's Naviance Software Platform in the amount of \$185,567.00. (5yr Investment- See Fee Structure Below).

<b>Hobson's Naviance Platform</b>	
<b>Fee Structure (Software Solutions and Professional Services)</b>	
<b>Total 1<sup>st</sup> Year Investment</b>	<b>\$49,111.00</b>
<b>Total 2<sup>nd</sup> Year Investment</b>	<b>\$39,289.00</b>
<b>Total 3<sup>rd</sup> Year Investment</b>	<b>\$32,389.00</b>
<b>Total 4<sup>th</sup> Year Investment</b>	<b>\$32,389.00</b>
<b>Total 5<sup>th</sup> Year Investment</b>	<b>\$32,389.00</b>
	<b>\$185,567.00</b>



## AGENDA ACTION FORM

### Apply for the AARP Community Challenge Grant

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

Action Form No.: AF-183-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Robin DiMona  
 Presentation By: Chris McCart

### Recommendation:

Approve the Resolution.

### Executive Summary:

The City of Kingsport Parks and Recreation is committed to providing safe places, outdoor spaces, and opportunities for work and play and the availability of needed services no matter a person's age or lifestyle. Borden Park will be the focus for building relationships with neighbors and friends to develop communication platforms to promote livable communities. Funding for this project is a non-match grant and if approved would provide equipment and services to encourage healthy eating and exercise for Kingsport residents and surrounding community. 30 minutes of daily physical activity is recommended for adults age 65 and older. With this grant application we would like to request an adult outdoor exercise gym system that would be installed under shelters, and designed for innovative workouts for older adults. The grant would also support a community garden. Grant request for this project is \$50,000.

### Attachments:

1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A COMMUNITY CHALLENGE GRANT FROM AARP, INC.

WHEREAS, the city, through the parks and recreation department, would like to apply for a grant from AARP, that will provide funds for equipment and services to encourage healthy eating and exercise for Kingsport residents and surrounding community; and

WHEREAS, the funds would to be used for an adult outdoor exercise gym system that would be installed under shelters, and designed for innovative workouts for older adults, and to support a community garden; and

WHEREAS, the maximum amount of the grant award is \$50,000.00, and the grant requires no match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Community Challenge grant funds from AARP, Inc. in the amount of \$50,000.00, which requires no match.

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

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### **Authorizing the Kingsport Chamber Foundation to Construct the Gold Star Memorial Monument in J. Fred Johnson Park**

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

Action Form No.: AF-136-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Chris McCartt  
 Presentation By: Chris McCartt

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Kingsport Chamber Foundation has successfully raised over \$80,000 from private citizens and local businesses in order to have a Gold Star Memorial in Kingsport. The memorial will be erected in J. Fred Johnson Park adjacent to the existing Veterans Memorial. The Chamber Foundation intends to contract with GRC Construction for this project. The memorial as well as its placement has been approved by the Park and Recreation Advisory Board. BMA approval is necessary to allow the Chamber Foundation to erect the memorial on City property. The memorial will be dedicated on September 24, 2017.

#### **Attachments:**

1. Resolution
2. Supplemental Information

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE KINGSPORT CHAMBER FOUNDATION TO CONSTRUCT THE GOLD STAR MEMORIAL MONUMENT IN J. FRED JOHNSON PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Kingsport Chamber Foundation has collected private donations in order to have a Gold Star Memorial in Kingsport; and

WHEREAS, the Kingsport Chamber Foundation would like to have the Gold Star Memorial adjacent to the Veterans Memorial in J. Fred Johnson Park; and

Now therefore,

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

SECTION I. That the Kingsport Chamber Foundation's request to build the Gold Star Memorial in J. Fred Johnson Park adjacent to the Veterans Memorial Park 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, the any, and all documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# Gold Star Families Monument in Kingsport Project



**The purpose of the Gold Star Families Memorial Monument is to honor *Gold Star Families*\*, preserve the memory of the fallen, and stand as a stark reminder that Freedom is not free.**

A seed was planted. As a young boy on a dairy farm in West Virginia, Hershel "Woody" Williams could never have imagined that a passion and vision would begin to develop because of the experiences he had as a young man. As a cab driver, his duties were to deliver Western Union telegram death notices to families that had lost a loved one in battle. This experience weighed heavy on Woody's heart through the years, while his dreams began to take shape. Now, years later, Woody's vision of honoring and paying tribute to these Gold Star Families "for their sacrifice of one of their loved ones has become a reality".

The goals and objectives of the Hershel "Woody" Williams Medal of Honor Foundation are to continue to nurture the seed that Woody has planted and bring his full vision to fruition through this project. Hershel "Woody" Williams, (USMC, Ret.), is a recipient of The Medal of Honor due to his conspicuous gallantry and intrepidity at the risk of his life above and beyond the call of duty in World War II - The Battle of Iwo Jima

---

## ***\*What is a Gold Star Family Member?***

*A wife, husband, mother, father, stepmother, stepfather, parent through adoption, foster parents who stood in place of parents, children, stepchildren, children through adoption, brothers, sisters, half brothers, half sisters, aunts, uncles, cousins, nephews, nieces, grandchildren and grandparents of a member of the Armed Forces of the United States that sacrificed their life for our way of life, while serving in the United States Military.*



## AGENDA ACTION FORM

### Agreement with FC Dallas Tri Soccer Organization

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

Action Form No.: AF-157-2017  
 Work Session: June 19, 2017  
 First Reading: N/A

Final Adoption: June 20, 2017  
 Staff Work By: Jason Wilburn, Kitty Frazier,  
 Presentation By: Chris McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

For the past several years, FC Dallas Tri has worked with the City to organize and operate both the competitive and recreational soccer leagues within Kingsport. FC Dallas Tri is the organization that took over after the merger of the Holston Valley Football Club. City Parks and Recreation Staff work with the FC Dallas Tri organization to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion regulations, and league operations. FC Dallas Tri has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the high standard that the City requires.

The Agreements allows FC Dallas Tri to utilize the Eastman Park at Horse Creek soccer complex during their spring and fall seasons to continue to provide quality services to the citizens of Kingsport.

### Attachments:

1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AGREEMENTS WITH FC DALLAS TRI, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, for the parks and recreation department, would like to enter into an agreement with FC Dallas Tri, a soccer organization, to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion, and league operations at the Eastman Park at Horse Creek soccer complex during their spring and fall seasons; and

WHEREAS, FC Dallas Tri has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the standard the city requires; and

WHEREAS, the city would also like to enter into a Concession Lease Agreement with FC Dallas Tri for concession sales at the Eastman Park at Horse Creek soccer complex during the spring and fall seasons;

Now therefore,

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

SECTION I. That an agreement with FC Dallas Tri soccer organization is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with FC Dallas Tri soccer organization 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, TENNESSEE  
AND  
FC Dallas Tri

THIS AGREEMENT made by and entered into as of this 1<sup>st</sup> day of July, 2017, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the FC DALLAS TRI, hereinafter called "FCDT".

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of KINGSPORT; and

WHEREAS, the Eastman Park at Horse Creek is the premiere soccer facility in Northeast Tennessee; and

WHEREAS, FCDT, a non-profit organization is organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, FCDT has been formed through a merger of the Holston Valley Futbol Club, the East Tennessee Soccer Foundation, Vitesse, and Fusion;

WHEREAS, a special Oversight Committee has been created by this Agreement to work with the newly formed FCDT; and



WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, and hereafter referred to as the "Facilities"; and

WHEREAS, FCDT and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by FCDT and the respective obligations contained herein;

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

#### **I. Term**

This Agreement shall be for a term of one (1) year beginning on the date of the execution hereof. However, this Agreement may be terminated with or without cause by either party by giving ninety (90) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

#### **II. Oversight Committee**

Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing guidance, direction, and control for the soccer program that is conducted at the Facilities. The committee will be composed of the following members.

- a. Parks and Recreation Advisory Committee member
  - b. Athletic Advisory Committee member
  - c. Recreation Coordinator for FCDT
  - d. Eastman Park at Horse Creek Site Coordinator for Recreation Soccer or Facility Chair
  - e. Program Coordinator for Parks and Recreation Department
- The individual appointed to fill the position of (c) or (d) must be a City of Kingsport resident. These 5 positions must be 5 different persons.

The Oversight Committee will continuously review the operations of the soccer program and insure that the Agreement between CITY and FCDT is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following;

- Review of Residency issues;
- Changes to by-laws and procedures of FCDT;
- Benchmarks set by CITY;
- Scheduling and summer program operations; and
- Items in Section III.2 pertaining to items that FCDT provides to CITY

Items that CITY receives from FCDT are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

#### **III. Option to Renew**

This Agreement may be renewed for one additional term at the option but not the obligation of the parties, for an additional term of one year, conditioned upon the following:

1. If not in violation of any obligation hereunder, FCDT, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If FCDT, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.

2. That FCDT shall provide the information as outlined on the checklist (See Attachment A of this Agreement):

In the event the checklist items are not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

3. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of FCDT in order to measure the success of the Agreement. This is to insure that the service to the citizens of Kingsport and the emphasis of the Recreation Soccer program has remained the primary focus.

#### **IV. Use of Facilities**

1. FCDT will be the primary youth soccer provider for CITY. Thus, during the period of July 1, 2017 to June 30, 2018 FCDT, shall have the primary right to use the Facilities, as assigned by CITY, during FCDT regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Recreational Soccer Program must maintain 51% or more CITY residents each season. The first priority for field use is for the Recreational Soccer Program. At any time the soccer facilities are not being used by FCDT, CITY may assign such facilities to other associations or parties.

*To qualify as a CITY resident, a participant must meet one of the following criteria:*

- *Lives inside the city limits of Kingsport;*
- *Parent/Legal Guardian pays city of Kingsport property tax; or*
- *Participant attends a school operated by the City of Kingsport School System.*

The percentage requirement is to be followed on a per season basis.

CITY encourages the formation of a Recreational Soccer program that takes place during the summer. FCDT should work together with the Oversight Committee to work on the timing of such program, so as to not hinder other youth sports in the area. FCDT will pay CITY 5% of gross revenues brought in through summer registrations. Payment will be made by September 15 of each year.

2. The second priority for use of the Facilities is by the FCDT Academy programs that have 51% or more CITY residents. These age divisions of play may be scheduled after the Recreational Soccer program has been given the appropriate amount of play.

3. The third priority for use of the Facilities is the FCDT Academy programs that have less than 51% CITY residents.

4. "Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a FCDT team based at the Facilities.

5. FCDT may use the conference room located at Facilities for official FCDT use during the term of this Agreement. Space is not to be used as an office.

6. FCDT regular Fall and Spring recreational seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring FCDT recreational soccer seasons, CITY may resume the primary right to designate use of the Facilities for up to three consecutive days. This interruption may not occur more than once during each recreational season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to FCDT recreational programs. The conditions described in the concession lease with FCDT will continue to apply during these designated periods.

7. FCDT may not make any additions and/or alterations to the Facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

8. FCDT understands and agrees that at times weather, scheduled maintenance and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

9. CITY shall at all times have the right to inspect the Facilities being used by FCDT and all FCDT sponsored activities related to the use of Facilities.

10. If FCDT should desire to use Facilities for additional tournaments or special events or programs, FCDT shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written Agreement between the parties.

#### **V. Obligations of CITY**

CITY agrees to:

1. Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities.

- Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.

- Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.

- Maintain all bleachers in a safe and secure condition.

- Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.

- Maintain structural integrity of concession stands, restrooms, and storage areas including repair or replacement of damaged roofs, doors, and windows.

- Maintain all building and field lighting systems. Repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.

- Maintain all scoreboards and control systems.

- Maintain field irrigation system and watering schedules of turf areas.

- Communicate with FCDT field mowing, fertilization and irrigation schedules. Inform FCDT of any other required maintenance on the fields that would alter playing schedules.

- Provide FCDT with contact information for after-hour and everyday needs.

- Maintain and repair all parking areas to include gates.

- Maintain all trails within the Facilities.
- Establish key control and Musco control link access.
- Provide custodial supplies to be stocked in appropriate areas by FCDT. CITY will provide toilet paper and cleaning supplies to be used. FCDT will put supplies in place and continuously reload holders and use cleaning supplies as necessary.
- Determine all rental fees and rules for usage of facility.
- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- Establish policy for field lighting usage and access to computer codes.
- Provide a plan for and approve all capital improvements with input from FCDT.
- Provide for insurance on buildings.
- Provide field paint for use by FCDT, within reason, to be determined prior to the start of the regular season. This amount will be determined by CITY staff.
- Line fields as needed for events and activities assigned to user groups other than FCDT.

CITY reserves the right to utilize the Facilities when FCDT league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

2. Assist FCDT with distribution of information and refer interested parties to FCDT, when necessary.

It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to FCDT for any monetary damages.

#### **VI. Obligations of FCDT**

FCDT agrees to:

1. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Recreation Soccer program must have the advanced approval of CITY. FCDT must also have the recommendation of the Oversight Committee.
2. Provide a scholarship program for the underprivileged.
3. Meet the following benchmarks for the Recreation Program:
  - a. Increase overall participation in the Recreation Program annually. The benchmark goal is to increase by 10%.
  - b. Perform a Customer Satisfaction survey after each season of both Recreation and Academy participants, and analyze and implement changes based on the results of each survey.
  - c. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web based trainings, printed materials, etc).
  - d. Host two tournaments each year to create a positive economic impact on the Kingsport community.
  - e. Submit a marketing and promotion plan to the Program Coordinator prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
4. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as possible for the youth participants. Volunteer applicants who have a past history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.
5. At no expense to CITY, provide the following maintenance and repair:
  - Maintain soccer goals, nets, cables and net clips.
  - FCDT shall be responsible for daily game day policing of all litter at Facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
  - Line all fields for FCDT recreation league, academy, and tournament play.
  - Monitor restroom facility and stock supplies to be provided by CITY.
  - Adhere to CITY rules that pertain to field usage and provide input on overuse.
6. Furnish to the CITY Parks and Recreation Department calendar of events twice annually (August and March) for Fall and Spring seasons respectively. The schedule may be updated in mid spring and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the CITY Parks and Recreation Department.
7. Refer all groups requesting use of the Facilities to the Program Coordinator of Kingsport Parks and Recreation. FCDT is not authorized to schedule the fields for anyone other than FCDT practices and/or games. This includes all school systems in the area.

8. Schedule and meet with the CITY Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.

9. Provide CITY with completed accident and incident reports pertaining to FCDT's use of Facilities.

10. Report any facility maintenance problems to CITY designated personnel.

11. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and FCDT agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.

12. Post no advertising or signage at the Facilities. Special request for signage or promotional items must be made to the CITY Parks and Recreation office and may not conflict with existing facility sponsors and/or naming.

13. FCDT agrees to pay CITY a \$10 per participant non-resident fee per season for all participants in the Recreation program, 12 and Under Academies based at Facilities, and all 13 and Over Academies.

The non-resident fee shall be made by cash/check or be substituted by an equivalent value of materials and/or equipment, as mutually agreed upon by CITY and FCDT. These fees must be calculated and reconciled per season.

A minimum payment of \$4,000 for non-resident fees is required.

These fees are based on usage estimates provided by FCDT in the merger document. Field use over what was outlined in the document could include additional fees. Normal usages outlined include the following for the recreation program and academies:

- 2 practices per week
- 5-7 league days during season
- 1 local festival per season
- 2-3 friendlies per season
- 1-2 level appropriate tournaments per season

Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

14. Provide a responsible adult to be on-site at each and every activity scheduled at Facilities.

15. Not make any permanent changes to Facilities or fields without the expressed prior written permission of CITY.

16. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

17. Follow all Park rules that have been established by the CITY Parks and Recreation Department.

18. Pay CITY for the use of sports field lighting directly related to FCDT usage. Payments shall be made by cash/check or in equivalent value of in-kind volunteer labor as mutually agreed upon by CITY and FCDT. These fees must be calculated and reconciled per season.

19. Assist CITY in moving and relocating soccer goals in the Facilities. FCDT is responsible to ensure goals are properly anchored. The goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:

- Auger-style anchors that are screwed into the ground;
- Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.

20. Allow ex-officio representation by CITY Parks and Recreation on FCDT Recreation Board and the Board of the Merged Club.

21. Conduct only FCDT sanctioned and organized events and activities under the terms of this Agreement. Personal use of the Facilities by FCDT members is outside the scope of this Agreement.

22. Hold CITY harmless from all damage or loss to FCDT equipment located at the Facilities unless specifically caused by the sole negligence of CITY.

23. Provide CITY Parks and Recreation statistical data pertaining to participation and attendance at Facilities on a monthly basis.

24. Host the AFF Tournament each Fall Season.

25. Include Photo & Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that our City offers and become the City's sole property. The City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on the City's website and social media.

26. Abide by and comply with the requirements of Tenn. Code Ann & 68-55-503 "Sports Concussion Law" and T.C.A. 68-54-100 "Sudden Cardiac Arrest Prevention Act"

**VII. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of FCDT only and may not be assigned in whole or part by FCDT to any other person or entity. Both parties understand that FCDT use of the Facilities is nonexclusive.

**VIII. Insurance and Indemnification**

FCDT will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, FCDT will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by FCDT of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of FCDT. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. FCDT shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. FCDT also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, FCDT shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, FCDT shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

FCDT shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by FCDT or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of FCDT as set forth in this Agreement.

**IX. Miscellaneous Provisions:**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the FCDT and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

[Acknowledgements deleted for inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter

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

SECTION IV. That a Concession Lease Agreement with FC Dallas Tri is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Concession Lease Agreement with FC Dallas Tri 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:

#### CONCESSION LEASE AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of July 2017, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, AND FC Dallas Tri, hereinafter called CONCESSIONAIRE.

##### W-I-T-N-E-S-S-E-T-H

That for and in consideration of seventeen percent (17%) of the monthly sales, to be paid seasonally, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2017, through June 30, 2018, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times, and shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights or assign this agreement.

LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.

LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such, and will not do anything that would violate such pouring rights, including concessions or advertising.

CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.

It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this agreement shall work a forfeiture of this agreement, and the City may take possession on a twenty-four (24) hour notice.

CONCESSIONAIRE may voluntarily terminate the agreement upon five (5) days written notice to the City.

CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

CONCESSIONAIRE shall indemnify, defend and hold harmless LESSOR, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

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

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

ADOPTED this the 20th day of June, 2017.

---

JOHN CLARK, MAYOR

ATTEST:

---

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY