



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, June 6, 2016, 4:30 p.m.
Kingsport Center for Higher Education, Auditorium
300 W. Market St.**

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

Leadership Team

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

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

1. Call to Order
2. Roll Call
3. KHRA Housing Redevelopment Plan – Maria Catron
4. Monthly Report of Sales Tax, Wellness Clinic, Safety and Projects Status – Jeff Fleming
5. Budget Review – Jeff Fleming
6. Review of Items on June 7, 2016 Business Meeting Agenda
7. Adjourn

Next Work Session, June 20, 2016: Library Facilities Update and Projects Status

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

BMA Report, June 6, 2016

Financial Comments, Judy Smith



Sales tax revenue was strong for the month of March. Total sales tax year to date is still strong at 4.77% above last year.

Sales for the month of March are realized in May.

The May monthly report indicates:

March 2015	\$1,424,090
March 2016	\$1,481,645
• \$79,771 above budget	+5.69%
• \$57,555 Above last year's actual	+4.04%
Year to Date 2015	\$12,576,311
Year to Date 2016	\$13,172,376
• \$498,027 above budget	+4.50%
• \$538,510 above last year	+4.77%

Kingsport Employee Wellness, Terri Evans

	01/01/2016 – 04/30/2016	05/01/2016 – 05/30/2016
Total Utilization	99.1%	93.1%
City – Active Employees	34.8%	29.7%
City – Dependents	19.9%	16.5%
City – Retirees	3.6%	4.2%
Schools – Active Employees	21.7%	23.9%
Schools – Dependents	11.9%	10.8%
Schools – Retirees	1.8%	1.6%
Extended-Patient Services/Other	1.4%	.5%
Work Comp	.2%	0
No Show	3.8%	5.9%

HRA Event/Wellness Screenings (City only):

January – April = 516

Worker's Compensation, Terri Evans

For the month of April 2016 the city had 3 recordable claims. Of the 3 claims, one involved lost time and restricted duty, and the other two involved restricted duty.

1. **Police Department:** date of injury 4/1/2016, Lost time of 3 days and restricted duty of 37 days.
What happened: During a SWAT team physical training workout involving bar “muscle ups”, which mimics climbing without the aid of one’s feet, the employee felt pain in a pectoral muscle.
Action taken: None noted. The employee was participating in organized and supervised training. There is little that can be done to prevent such injuries and still get the benefit of the training, other than using the proper technique.

2. **Grounds Maintenance:** date of injury 4/26/2016, has been on restricted duty since 4/26/2016.
What happened: Employee was mowing a median. He stopped to pick up a piece of metal. When he got off the mower his ankle gave way, and he fell to the ground. He put his arms out to catch himself, and hit his arms on the ground.
Action taken: Median was checked for obvious problems. None out of the ordinary could be found. Employee received counseling session. He was reminded to pay attention and to maintain 3 point contact when exiting vehicle. This point has also been re-emphasized.

3. **Parks and Recreation:** date of injury 4/29/2016, has been on restricted duty since 5/2/2016.
What happened: Putting temporary fence out, felt pain in his back.
Action taken: None. The employee was team lifting the fencing with other employees and was using proper lifting technique.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,537,873.00	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Drill Tech is 530' into the main tunnel. The tunnel is approximately 140' beneath John B. Dennis.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	City signed contract submitted to TDOT on 4/22/16. Awaiting fully executed contract from TDOT.
\$5,600,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	6/30/2017	Adv. 4/17/16. Pre Bid 5/11/16. Bid 6/8/16.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Survey and Design underway.
\$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Installing sewer on Beechwood Dr. and Foothills. Installing fire hydrants on De Lee and Grove.
\$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/ WA1502	12/10/2016	Preconstruction meeting in June.
\$2,609,000.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 1	WA1601	7/5/2016	Testing lines - Ft. Robinson, Stagecoach Rd., Brookridge Dr. Long services on Orebank Rd. Work to start Preston Dr.
\$2,500,000.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Easements being aquired.
\$2,400,000.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	6/15/2017	100% Design documents have been submitted for review.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Work to start on or around June 8, 2016.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Received Notice to proceed with Environmental Phase 5/25/2016. Awaiting fully executed contract from TDOT.
\$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	12/24/2016	Work to start on or around June 20, 2016.
\$1,076,018.00	Ronnie Hammonds	Robbins, Steve	Demolition Landfill Clay Liner	DL 1500	7/31/2016	The project is 75% complete. Work was restarted in early April.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Survey, design, and property descriptions continue. Project status meeting scheduled for June 3.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	12/31/2016	Advertise 6/5/16. Pre Bid 6/14/16. Bid 6/28/16.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Environmental Document completed 5/20/16. Advertised for Survey & Design Services 5/22/16. Awaiting TDOT notice to proceed with Design Phase work.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	11/1/2016	Appraisal and review appraisal completed. Offer made and accepted by property owner pending BMA approval.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	12/31/2016	District Attorney has sent request to State Attorney General for an opinion.
\$550,000.00	Michael Thompson	Grieb, Jacob	Enterprise Place Roadway Improvements	GP1611	12/31/2016	ARAP and SWPPP have been submitted. Awaiting approval.
\$500,000.00	Michael Thompson	Clabaugh, Hank	2016 Citywide Sidewalk Extension	GP1403	12/31/2016	The contractor - Summers Taylor - expects to start construction on the Clinchfield/Stone Drive/Bloomingtondale portion in early June.
\$500,000.00	Niki Ensor	Niki Ensor	WWTP Blower (175,000 CTEG Grant)	SW1507	6/30/2016	Electricians will be hooking up blower and scheduling start up.
\$450,000.00	Chad Austin	Chad Austin	Border Regions Areas 1, 2 & 3 - Water	TBD	2/17/2017	Currently in FY18 CIP.
\$438,000.00	Hank Clabaugh	Mason, David	130 Shelby St. - Engineering Bldg. Renovation	GP1514	8/31/2016	Walls have first coat of paint. Ceiling grid and light fixtures in progress.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	Appraisal underway.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	M&C working on Environmental Document
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	7/1/2016	Proposed agreement has been prepared and will be presented to the BMA on April 5, 2016.
\$96,775.00	David Quillen	Gilmer, Pamela	Police Seize Car Lot - Landfill	GP1609	8/31/2016	Will advertise on June 5, 2016.
\$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	8/31/2016	Pre-engineered building is in production.
\$90,000.00	Chad Austin	Hank Clabaugh	Kingsport South Annexation - Water	TBD	4/3/2017	Lebanon Road hydrant will be installed with CH I I Sewer Project.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	The final construction documents have been completed. We are still awaiting the final property donation/acquisition.
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	7/26/2016	Awarded the base-bid only for the new barge landing and boathouse. Construction to begin 6/6/16.
\$75,000.00	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	7/31/2016	The Riverbend Road "B" project has been closed. Funds will be reallocated to the Cliffside Force Main project.
\$63,635.00	Kitty Frazier	Mason, David	Civic Auditorium Floor Replacement	GP1511		Purchasing is executing the contract documents.
\$60,000.00	Kitty Frazier	Mason, David	V.O. Dobbins Field Lighting	GP1214	8/19/2016	Project underway. Old poles are down.

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\$20,000.00	Chad Austin	Chris Alley	Robindale Subdivison Water Service	Operating	6/30/2016	All customers have established accounts, and meter installation is ongoing.
\$18,000.00	Chad Austin	Chris Alley	Sullivan County Agriculture Center Waterline Extension	Operating	8/31/2016	ARAP received. Coordinating easement with property owner.
\$15,000.00	Chad Austin	Harvey Page	Centennial Park sewer line replacement - Main St.	Operations	9/1/2016	Final review completed. Hank to send for TDEC review.
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/WA1404	12/29/2017	Project is in design phase.
	Morris Baker	Mason, David	Carousel Carving Studio	GP1608		Advertising for bids on June 5th. Bid Opening on June 21st.

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\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Received Notice to proceed with Environmental Phase 5/25/2016. Awaiting fully executed contract from TDOT.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, June 7, 2016

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by New Vision Youth

II.B. INVOCATION – Minister Phip Sams, First Christian Church

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Kingsport Mets Season Opener (Alderman Olterman)

V. APPROVAL OF MINUTES

1. Work Session – May 16, 2016
2. Business Meeting – May 17, 2016

3. Called Business Meeting – May 27, 2016

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing and Consideration of an Ordinance to Adopt the FY16-17 Budget (AF: 131-2016) (Jeff Fleming)
 - Public Hearing
 - Ordinance – First Reading
2. Public Hearing and Consideration of an Ordinance to Adopt the FY16-17 Water Fund Budget (AF: 132-2016) (Ryan McReynolds)
 - Public Hearing
 - Ordinance – First Reading
3. Public Hearing and Consideration of an Ordinance to Adopt the FY16-17 Sewer Fund Budget (AF: 133-2016) (Ryan McReynolds)
 - Public Hearing
 - Ordinance – First Reading

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. Materials Agreement with Danny Karst Related to Edinburgh Phase 9 Development and an Ordinance to Appropriate the Funds (AF: 128-2016) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
2. Amendment the FY 2016 Budgets for Department of Education Active Employees Health Insurance and Department of Education Retiree Health Insurance (AF: 130-2016) (David Frye)
 - Ordinance – First Reading
3. Amend the FY 2016 General Purpose School Fund Budget (AF: 129-2016) (David Frye)
 - Ordinance – First Reading
4. Amend the FY 2016 Schools Federal Projects Fund Budget (AF: 147-2016) (David Frye)
 - Ordinance – First Reading
5. Amend the FY 2016 School Special Projects Fund Budget (AF: 148-2016) (David Frye)
 - Ordinance – First Reading

6. Adopt the FY16-17 Urban Mass Transit Budget (AF: 134-2016) (Chris McCartt)
 - Ordinance – First Reading
7. Adopt the FY16-17 Metropolitan Planning Project Grant Budget (AF: 135-2016) (Ryan McReynolds)
 - Ordinance – First Reading
8. Adopt the FY16-17 School Public Law 93-380 Grant Project Fund Budget (AF: 136-2016) (Jeff Fleming, David Frye)
 - Ordinance – First Reading
9. Adopt the FY16-17 Special Schools Projects Grant Fund Budget (AF: 137-2016) (Jeff Fleming, David Frye)
 - Ordinance – First Reading
10. Ordinance Providing for the FY17 Community Development Block Grant Budget (AF: 138-2016) (Lynn Tully)
 - Ordinance – First Reading
11. Ordinance Providing for the FY17 Emergency Solutions Grant Budget (AF: 139-2016) (Lynn Tully)
 - Ordinance – First Reading
12. Amending the Code of Ordinances for the City of Kingsport which upon Approval will Prohibit Smoking Anywhere on the Property of the Kingsport Aquatic Center (AF: 163-2016) (Chris McCartt)
 - Ordinance – First Reading
13. Amending the Code of Ordinances for the City of Kingsport In Order to Add a Section Prohibiting the Use of Electronic Smoking Devices in Any Building Controlled by the City of Kingsport (AF: 164-2016) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Annex/Adopt Plan of Service for the Westbrook Drive Annexation and Amend Zoning (AF: 111-2016) (Jessica Harmon)
 - Ordinance – **Second Reading and Final Adoption**
2. Amend Zoning Code to Add Indoor Climate-Controlled Storage as a Principal Use for Existing Buildings Only in the B-1 Zone (AF: 110-2016) (Ken Weems)
 - Ordinance - **Second Reading and Final Adoption**
3. Budget Cleanup Ordinance for FY16 (AF: 118-2016) (Jeff Fleming)
 - Ordinance - **Second Reading and Final Adoption**

4. Award Contract and Budget Ordinance to Transfer Funds and for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 3 Project (AF: 121-2016) (Ryan McReynolds, Chad Austin)
 - Ordinance - **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase II Section 1A (AF: 119-2016) (Ryan McReynolds)
 - Resolution
2. Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase 2 Section 2 (AF: 120-2016) (Ryan McReynolds)
 - Resolution
3. Approve the Rental House Agreement (AF: 154-2016) (David Frye)
 - Resolution
4. Approving an Offer, Approving Tennessee Department of Transportation's Agreement of Sale (AF: 140-2016) (Ryan McReynolds)
 - Resolution

E. APPOINTMENTS

1. Appointment to the Historic Zoning Commission (AF: 125-2016) (Mayor Clark)
 - Appointment
2. Appointment to the Public Art Committee (AF: 116-2016) (Mayor Clark)
 - Appointment
3. Appointment to the Kingsport Regional Planning Commission (AF: 161-2016) (Mayor Clark)
 - Appointment

VII. CONSENT AGENDA

1. Approval of Easements and Rights-of-Way for SR 75 Water Line Replacement Project (AF: 124-2016) (Ryan McReynolds)
 - Approve Offer
2. Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library (AF: 127-2016) (Morris Baker)
 - Resolution
3. Amendment to the Contract between the City Of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 122-2016) (Ryan McReynolds)
 - Resolution

4. Awarding the Bid for the Purchase of Unleaded Gasoline to Mansfield Oil Co. of Gainesville (AF: 142-2016) (Chris McCartt, Steve Hightower)
 - Resolution
5. Awarding the Bid for the Purchase of Ultra Low Sulfur Diesel Fuel to Mansfield Oil Co. of Gainesville (AF: 143-2016) (Chris McCartt, Steve Hightower)
 - Resolution
6. 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: 144-2016) (Ryan McReynolds, Chris McCartt)
 - Resolution
7. Awarding the Bid for the Purchase of Crushed Stone for Use by All City Departments to Vulcan Construction Materials, LP and Aggregates USA, LLC. (AF: 145-2016) (Ryan McReynolds, Chris McCartt)
 - Resolution
8. Awarding the Bid for the Purchase of Copier Paper to Supplyworks, Inc (AF: 146-2016) (Chris McCartt, Sandy Crawford)
 - Resolution
9. Extend the Award to Purchase Janitorial Supplies & Equipment from Supplyworks for FY17 (AF: 149-2016) (Chris McCartt, Sandy Crawford)
 - Resolution
10. Awarding the Bid for the Purchase of Two (2) Combination Jet/Vacuum Sewer Line Cleaner Trucks (AF: 150-2016) (Chris McCartt, Ryan McReynolds, Steve Hightower)
 - Resolution
11. Amendment to the Agreement with KBC Distributing, LLC (AF: 151-2016) (Jennifer Walker)
 - Resolution
12. Amendment to the Agreement with Crook Brothers (AF: 152-2016) (Jennifer Walker)
 - Resolution
13. Authorization to Issue a Blanket Order to Purchase Replacement Textbooks for the Kingsport City Schools (AF: 153-2016) (David Frye)
 - Resolution
14. Contract with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 159-2016) (Bill Albright)
 - Resolution

15. Apply for and Receive a Grant for \$22,193 from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) FY 2016 Local Solicitation (AF: 126-2016) (Chief Quillin)
 - Resolution
16. Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 158-2016) (Chris McCartt)
 - Resolution
17. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 157-2016) (Jim Demming)
 - Certificates of Compliance

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 16, 2016, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

Joseph E. May, Interim City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **PROJECT STATUS.** City Manager Fleming provided an update on this item, noting there will be a tour soon of the raw water intake project.
4. **BUDGET FOLLOW UP.** Vice-Mayor McIntire started the conversation with his concerns over the solid waste fee, noting an eight cent roll back on the taxes would balance out more. Alderman George stated she thought there was enough money there and was not comfortable charging citizens for anything. Alderman Duncan pointed it was an opportunity to grow and what the board does will send a message. Alderman Olterman stated after seeking out the opinions of citizens, he would be in favor of finding a way, other than the garbage, to make the community better. Alderman Mitchell commented that after speaking with many of the millennials, they want to be a part of a movement and support moving forward. There was considerable discussion. Mayor Clark commented we are trying to solve a problem where the city has not really grown without annexation and this is a vote to fund the future. He also pointed out that rolling back property taxes would be an economic development incentive for businesses.
Several citizens spoke to this issue. They were: Roger Mowen, Sharon Duncan, John Purdue, Seth Jervis, Kelty Kerny, Beverly Purdue, Jeremy Watz, Chris Leonard, Zachary Starnes, John Vachon, Skip Morrell, Josh Holley, and Andrew Baker. The Mayor noted the board needs to give staff some direction. City Manager Fleming suggested running the ad that was set for tomorrow to stay in the scheduled time frame. It would advertise the current tax rate and the sanitation fee. The board would always have the option to reduce it, just not to raise it. The majority of the alderman were comfortable enough to proceed with the ad.
5. **REVIEW OF AGENDA ITEMS ON THE MAY 17, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following are items the Board discussed at greater length or which received specific questions or concerns.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 16, 2016

VI.A.2 Amend Zoning Code to Add Indoor Climate-Controlled Storage as a Principal Use for Existing Buildings Only in the B-1 Zone (AF: 110-2016). City Planner Ken Weems gave details on this item. Vice-Mayor McIntire explained further why the need for this arose was to keep control and protect residential areas. There was some discussion.

VI.D.4 Amend City Personnel Policies and Procedures (AF: 100-2016). City Manager Fleming stated Human Resources Director George DeCroes is in the process of updating these policies. Alderman Olterman noted he would like to see more power for the code enforcement officer with backing from the board.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:12 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, May 17, 2016, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Officers of the Kingsport Police Department.
- II.B. **INVOCATION:** Jonathan Hermes, St. Timothy's Episcopal Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 1. Above and Beyond (Alderman George).
 - Officer Robert Mills
 - Officer Mike Campbell
 2. Proclamation – Public Works (Mayor Clark).
 3. Keep Kingsport Beautiful Cleanup Recognition (Alderman Duncan).
 4. Keep Kingsport Beautiful Beautification Awards – Robin Cleary.

V. **APPROVAL OF MINUTES.**

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

- A. May 2, 2016 Regular Work Session
- B. May 3, 2016 Regular Business Meeting
- C. May 10, 2016 Called Work Session

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 17, 2016**

**1. Annex/Adopt Plan of Services for the Westbrook Drive
Annexation and Amend Zoning (AF: 111-2016) (Jessica Harmon).
PUBLIC COMMENT ON ITEM VI.A.1. None.**

Motion/Second: McIntire/George, to pass:

Resolution No. 2016-168, A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE WESTBROOK DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

Motion/Second: Mitchell/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO WESTBROOK DRIVE FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 13TH 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 first reading: All present voting "aye."

Motion/Second: McIntire/George, to pass:

Resolution No. 2016-169, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE WESTBROOK DRIVE ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

**2. Amend Zoning Code to Add Indoor Climate-Controlled Storage
as a Principal Use for Existing Buildings Only in the B-1 Zone (AF: 110-2016)
(Ken Weems).**

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

Motion/Second: McIntire/Duncan, to pass:

AN ORDINANCE TO FURTHER AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-193 (a); 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. There being no one coming forward to speak, the Mayor closed the public comment segment.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 17, 2016**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Cleanup Ordinance for FY16 (AF: 118-2016)
(Jeff Fleming).

Motion/Second: Parham/Mitchell, to pass:

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

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

**2. Award Contract and Budget Ordinance to Transfer Funds and
for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 3
Project** (AF: 121-2016) (Ryan McReynolds, Chad Austin).

Motion/Second: Mitchell/McIntire, to pass:

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE COLONIAL HEIGHTS PHASE 3 PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/Duncan, to pass:

Resolution No. 2016-170, A RESOLUTION AWARDING THE BID FOR THE SANITARY SEWER FACILITIES AND WATERLINE UPGRADES- COLONIAL HEIGHTS PHASE 3 PROJECT TO EAST TENNESSEE TURF AND LANDSCAPE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. ~~Accept TRPA Community Garden Grant and Appropriate Funds~~ (AF: ~~102-2016~~) (~~Morris Baker~~). City Manager Fleming stated after further review, staff will not be able to proceed any further as the grant recipient must be a 501C(3) organization. This item will be picked up by the non-profit arm of the Housing Authority. After the item was placed on the table, it was deferred indefinitely.

Motion/Second: Olterman/George, to adopt:

Motion/Second: Parham/Olterman, to defer:

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

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, May 17, 2016**

**2. Budget Ordinance to Transfer Funds (AF: 103-2016)
(Kitty Frazier).**

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6567, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE PARKS IMPROVEMENTS PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

**1. Authorization to Purchase Equipment for School Nutrition
(AF: 115-2016) (Jennifer Walker).**

Motion/Second: Mitchell/Duncan, to pass:

Resolution No. 2016-171, A RESOLUTION AWARDED THE BID FOR PURCHASE OF VARIOUS KITCHEN EQUIPMENT ITEMS FOR USE BY KINGSPORE SCHOOL NUTRITION SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**2. Apply for and Accept a Section 5339 Buses and Bus Facilities
Grant Program (FTA 49 USC 5339) (AF: 108-2016) (Chris McCartt)**

Motion/Second: George/Mitchell, to pass:

Resolution No. 2016-172, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A FEDERAL TRANSIT ADMINISTRATION SECTION 5339 BUS AND BUS FACILITIES GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

Passed: All present voting "aye."

**3. Submittal of the Qualifying Local Program Application to the
Tennessee Department of Environment & Conservation (AF: 113-2016)
(Ryan McReynolds, Steve Robbins).**

Motion/Second: Parham/Duncan, to pass:

Resolution No. 2016-173, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE QUALIFYING LOCAL PROGRAM APPLICATION WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND ANY AND ALL OTHER ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE APPLICATION

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, May 17, 2016**

4. Amend City Personnel Policies and Procedures (AF: 100-2016)
(George DeCroes).

Motion/Second: George/Olterman, to pass:

Resolution No. 2016-174, A RESOLUTION AMENDING RESOLUTION NO. 2009-257,
A WAGE AND SALARY POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS.

1. Appointment to the Kingsport Public Library Commission
(AF: 117-2016) (Mayor Clark).

Motion/Second: McIntire/George, to approve:

APPOINTMENT OF DR. DOROTHY DOBBINS TO SERVE A THREE-YEAR TERM ON
THE **KINGSPORT LIBRARY COMMISSION** EFFECTIVE IMMEDIATELY AND
EXPIRING ON APRIL 30, 2019. THIS APPOINTMENT FILLS THE VACANCY
CREATED BY PARKER SMITH'S EXPIRED TERM

Passed: All present voting "aye."

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

Motion/Second: George/Parham, to adopt:

**1. Approval of Easements and Right-of-Ways for Phase 4 of the
Colonial Heights Sewer Project (AF: 47-2016) (Ryan McReynolds).**

Approve:

EASEMENTS AND RIGHTS-OF-WAY FOR PHASE 4 OF THE COLONIAL HEIGHTS
SEWER PROJECT

Passed: All present voting "aye."

**2. Renewing the Award for Concession Food Service Distributors
for the Kingsport Aquatic Center to The H.T. Hackney Company and B.K.T., Inc.**
(AF: 114-2016) (Chris McCartt).

Pass:

Resolution No. 2016-175, A RESOLUTION RENEWING THE CONTRACT FOR
CONCESSION FOOD SERVICE DISTRIBUTOR FOR THE KINGSPORT AQUATIC
CENTER TO THE H.T. HACKNEY COMPANY AND B.K.T., INC.; AND AUTHORIZING
THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 17, 2016**

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming invited everyone to Public Works day at the Farmer's Market on Tuesday.

B. MAYOR AND BOARD MEMBERS. Alderman Olterman congratulated the Sullivan South and Dobyns Bennett baseball teams for a very competitive season. Alderman George noted the high school graduation was Saturday morning and commented on the Racks by the Tracks festival. She also thanked those who provided feedback on the recent budget issues. Vice-Mayor McIntire pointed out that Public Works Day was like a free day at Dollywood. He also commented on the final fire department report and their recommendation for accreditation, citing statistics on what a great achievement that was for a fire department. Lastly, he stated this was the last week school and encouraged everyone to watch out for the kids and have a safe summer. Alderman Duncan stated his tie was signed by the Kingsport Theatre Guild and provided information on their upcoming events. He also provided statistics, pointing out this was National Police Week. Alderman Mitchell mentioned the upcoming Top of the Town progressive dinner, noting there was a 100 ticket limit. She also commented on the great conversations this week and the engagement of the citizens, stating she appreciated all the call and emails. Alderman Parham commented on several recent activities, noting the volunteerism in Kingsport. Mayor Clark commented on the amazing safety aspect Kingsport has, pointing out the distinctions of the police and fire departments. He also stressed the importance of the arts to the community, including theatre, the symphony and the ballet. He thanked the board members for going through the budget process and commended their efforts. Lastly, the mayor pointed out that Dobyns Bennett was named in the U.S. News and World Report as a top school in the state. He also mentioned the money saved by the school system in energy efficiencies.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:57 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Friday, May 27, 2016, 8:00 AM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor John Clark, Presiding
Vice-Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman Tom C. Parham

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

- I. **CALL TO ORDER:** 8:00 a.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG.**
- II.B. **INVOCATION:** Vice-Mayor McIntire.
- III. **ROLL CALL:** By Deputy City Recorder Winkle. Absent: Alderman Colette George and Alderman Michele Mitchell.
- IV. **Amendment to Resolution NO. 2014-169 Authorizing a Contribution to KEDB for Economic or Industrial Development Purposes** (AF: 123-2016) Assistant City Manager for Administration Chris McCartt provided details on this item. He stated the changes to the original agreement would extend the term to 20 years, which will match up with the lease and also allows for additional money out of the loan to go towards capital expenditures. He pointed out the business plans on going back online quickly and expanding in the next 12 to 14 months. Board members expressed their support for this project.

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2016-176, A RESOLUTION AMENDING RESOLUTION NO. 2014-169; AUTHORIZING A CONTRIBUTION TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (KEDB) FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES, INCLUDING THE PREPARATION OF PROPERTY FOR SUCH PURPOSES; AUTHORIZING A FIRST AMENDMENT TO THE CONTRIBUTION AGREEMENT AND SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Friday, May 27, 2016**

VIII. COMMUNICATIONS.

A. VISITORS. Mr. John Campbell expressed appreciation to the board and city staff for moving ahead. Mr. Bill Dudley, KEDB Chair, also thanked the BMA.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:12 a.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY16-17 Budget

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

Action Form No.: AF-131-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 10 budget work session. As required by charter, it was published in the Times News on May 25, 2016.

The total revenue and expenditures less transfers (duplicates) for the FY16-17 budget for all funds are \$164,705,323. 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*

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

ORDINANCE _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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, 2016 and ending June 30, 2017 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 FY16-17 Budget of \$220,875,610 less inter-fund transfers, \$56,170,287, Net Total Budget Revenues \$164,705,323, are hereby appropriated.

The estimated expenditures for the Total FY16-17 Budget of \$220,875,610 less inter-fund transfers \$56,170,287, Net Total Budget Expenditures \$164,705,323 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2016 - June 30, 2017

110- General Fund

<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$40,153,300	Legislative	\$160,200
Gross Receipts Taxes	8,698,300	General Government	8,797,204
Licenses & Permits	466,800	Development Services Dept.	1,566,500
Fines & Forfeitures	789,000	Leisure Services Dept.	5,706,850
Investments	21,700	Police Department	11,920,420
Charges for Services	1,924,900	Fire Department	9,276,100
Other Revenue	675,400	Public Works Department	10,376,247
From Other Agencies	19,815,400	Transfers	29,200,951
State Shared	6,112,700	Other Expenses	1,653,028
Reserves	0		
Total Revenues	\$78,657,500	Total Expenditures	\$78,657,500

211- Debt Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$8,208,550	Redemption of Serial Bonds	\$8,021,200
From School Fund	3,530,600	Interest on Bonds/Notes	4,180,000
Interest on Investments	313,700	Other Expenses	3,250
Other Revenue	159,600	Bank Service Charges	8,000
Total Revenues	\$12,212,450	Total Expenditures	\$12,212,450

417-Storm Water Utility Fund

<u>Revenues</u>		<u>Expenditures</u>	
Storm Water Management	\$2,094,000	Operations	\$2,094,000
Total Revenue	\$2,094,000	Total Expenditures	\$2,094,000

415- Solid Waste Management Fund

<u>Revenues</u>		<u>Expenditures</u>	
Refuse Collection Charges	\$3,532,000	Trash Coll.	\$822,000
Tipping Fees	265,000	Household Refuse Coll.	1,908,300
Backdoor Collection	23,000	Demolition Landfill	764,600
Tire Disposal	0	Recycling	823,400
Miscellaneous	107,300	Miscellaneous	45,300
From General Fund	700,600	Other Expenses	359,000

	Recycling Proceeds	94,700		
	Total Revenues	\$4,722,600	Total Expenditures	\$4,722,600
420-	MeadowView Conference Center Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Room Surcharge	\$182,500	Operations	1,005,900
	Investments	13,700	Capital	0
	From Reg. Sales Tx. Fund	1,862,700	Debt Service	1,345,200
	FF&E Fees	192,200		
	From General Fund	100,000		
	Total Revenues	\$2,351,100	Total Expenditures	\$2,351,100
421-	Cattails Golf Course Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Sales & Fees	\$935,000	Operations	\$1,066,600
	Investments	0	Debt Service	181,850
	From Regional Sales Tax Fund	355,700	Capital Outlay	70,300
	From FF&E	28,050	Transfer to Capital Projects	0
	Total Revenues	\$1,318,750	Total Expenditures	\$1,318,750
511-	Fleet Internal Service Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Charges/Sales & Serv.	\$4,689,100	Operations	\$10,022,100
	Depreciation Recovery	1,798,700	Motor Pool	17,400
	Investments	10,200		
	From Fleet Reserve	3,541,500		
	Total Revenues	\$10,039,500	Total Expenditures	\$10,039,500
615-	Risk Management Service Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Charges/Sales & Serv.	\$2,186,950	Administration & Prem	\$963,050
			Insurance Claims	1,223,900
	Total Revenues	\$2,186,950	Total Expenditures	\$2,186,950
625-	Health Insurance Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	City Contribution	\$6,424,600	Administration	\$1,426,800
	Employee Contributions	2,220,600	Insurance Claims	7,000,000
	Fund Balance	200,300	Clinic Operations	669,100
	Other Revenue	250,200		
	Investments	200		0
	Total Revenues	\$9,095,900	Total Expenditures	\$9,095,900
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	\$10,000	Investigations	\$94,600
	Judicial District	8,900	Supplies & Equipment	12,500
	Court Fines & Costs/Local	95,000		
	Fund Balance	43,200	Capital Outlay	50,000
	Total Revenues	\$157,100	Total Expenditures	\$157,100
141	General Purpose School Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Taxes	\$28,210,000	Educational Services	\$65,704,292
	From State of TN	28,183,400	To Debt Service Fund	3,489,950
	From Federal Government	50,000	Transfers	2,217,450
	Charges for Services	1,460,000	Capital Outlay	1,318,258
	Direct Federal	53,500		

	Miscellaneous	645,000		
	From General Fund-MOE	10,351,400		
	From General Fund-Debt	3,050,150		
	Transfer to School Project	24,000		
	<u>Fund Balance Approp.</u>	<u>702,500</u>		
	Total Revenues	\$72,729,950	Total Expenditures	\$72,729,950
147	School Food & Nutrition Services Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Meals	\$3,273,000	Personnel Services	\$1,534,500
	Investments	0	Commodities	1,915,000
	From State of TN	32,000	Fixed Charges	18,500
	Fund Balance	135,000	Transfers	7,000
	<u>Unrealized Commodity Value</u>	<u>230,000</u>	<u>Capital Outlay</u>	<u>195,000</u>
	Total Revenues	\$3,670,000	Total Expenditures	\$3,670,000
121	State Street Aid Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	From State of TN	\$1,385,600	Operations	\$2,669,600
	From General Fund	1,284,000		
	<u>Fund Balance</u>	<u>0</u>		<u>0</u>
	Total Revenues	\$2,669,600	Total Expenditures	\$2,669,600
130-	Regional Sales Tax Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Local Option Sales Tax	\$3,835,700	To MeadowView Fund	\$1,862,700
	Investments	0	To Cattails Fund	355,700
	<u>Fund Balance Approp.</u>	<u>0</u>	<u>To Aquatic Center</u>	<u>1,617,300</u>
	Total Revenues	\$3,835,700	Total Expenditures	\$3,835,700
J	Allendale Trust Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$2,500	Maintenance	\$2,500
	<u>Fund Balance Appropriation</u>			
	Total Revenues	\$2,500	Total Expenditures	\$2,500
612	Bays Mountain Park Commission Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$ 100	Maintenance	\$22,000
	Donations	15,000	Contracts	24,000
	<u>Fund Balance</u>	<u>41,400</u>	<u>Capital Outlay</u>	<u>10,500</u>
	Total Revenues	\$56,500	Total Expenditures	\$56,500
617	Palmer Center Trust Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	<u>Investments</u>	<u>\$100</u>	<u>Donations & Grants</u>	<u>\$100</u>
	Total Revenues	\$100	Total Expenditures	\$100
611	Public Library Commission Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	<u>Investments</u>	<u>\$10</u>	<u>Supplies & Materials</u>	<u>\$10</u>
	Total Revenues	\$10	Total Expenditures	\$10
616	Senior Center Advisory Council Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Fees	\$83,000	Supplies & Services	\$77,500
	Donations	55,000	Contractual	71,000
	Fund Balance Appropriations	10,000		
	<u>Investments</u>	<u>500</u>		
	Total Revenues	\$148,500	Total Expenditures	\$148,500

621	Steadman Cemetery Trust Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Fund Balance Appropriations		
	Investments	Maintenance	\$2,550
	Total Revenues	Total Expenditures	\$2,550
135	Visitor's Enhancement Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Tax -Other-Room Occupancy	Operations	\$305,000
	Reserves	Transfers	230,200
	Total Revenues	Total Expenditures	\$535,200
626	Retiree's Insurance Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	City Contributions	Administration	\$89,700
	Employee Contributions	Insurance Claims	1,100,000
	Earnings on Investment		
	Health Insurance Fund		
	Reserves		
	Total Revenues	Total Expenditures	\$1,189,700
627	School Health Insurance		
	<u>Revenues</u>	<u>Expenditures</u>	
	Employer Contribution	Administration	963,000
	Employee Contributions	Claims	7,212,000
	Prescription Refunds	Clinic	505,000
		Transfers to Retiree Health Ins.	0
	Total Revenues	Total Expenditures	\$8,680,000
628	School Retiree Health Insurance		
	<u>Revenues</u>	<u>Expenditures</u>	
	Employer Contribution	Administration	105,000
	Employee Contribution	Claims	833,000
	Prescription Refunds		
	Total Revenue	Total Expenditures	\$938,000
419	Aquatic Center Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Donations	Operations	\$2,071,950
	Sales/Fees	Debt Service	1,503,500
	Regional Sales Tax		
	Total Revenues	Total Expenditures	\$3,575,450

ALL FUNDS' REVENUE SUMMARY

Gross Revenues	\$220,875,610
Less Inter-fund Transfers	\$56,170,287
Total FY16-17 Revenues	\$164,705,323

ALL FUNDS' EXPENDITURE SUMMARY

Gross Expenditures	\$220,875,610
Less Inter-fund Transfers	\$56,170,287
Total FY16-17 Expenditures	\$164,705,323

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 (FY17-FY21) 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, 2016. A 2% COLA is applicable to all employees effective July 1, 2016.

Section VIII. That the retirees Health Insurance is projected to increase 5% for FY17.

Section IX. That the Tennessee Consolidated Retirement System Rate will be approved at 15.89% for current employees only and the employees under the bridge will be 19.39%. 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 \$2.07 for Sullivan County inside city residents and \$2.01 for Hawkins County inside city rates beginning July 1, 2016.

Section XII. A sanitation fee will be effective July 1, 2016. The fee structure will be adopted through the Fee Resolution.

Section XIII. An annual \$1.3 million reserve project will be created for One Kingsport initiatives. Monies cannot be appropriated without a vote of the full Board of Mayor and Aldermen. Excess revenues will be retained year over year.

Section XIV. That this ordinance shall take effect on July 1, 2016, the welfare of the City of Kingsport 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

Public Hearing and Consideration of an Ordinance to Adopt the FY16-17 Water Fund Budget

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

Action Form No.: AF-132-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Smith, McReynolds, Austin, Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:


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

The ordinance includes a 2% water rate increase for customers living inside of the corporate limits.

The Water Fund budget less transfers is \$11,128,200.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSFORT, 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, 2016 and ending June 30, 2017 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 FY16-17 Budget of \$14,749,900 less inter-fund transfers, \$3,621,700 Net Water Budget Revenues \$11,128,200 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2016- June 30, 2017.

411- Water Fund

<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,515,500	Administration	\$1,642,200
Service Charges	390,000	Finance	530,900
Tap Fees	200,000	Water Plant	3,334,200
Penalties	168,000	Maintenance	3,310,000
Rental Income	13,000	Reading & Services	686,400
Investments	80,500	Pilot	653,000
Miscellaneous	2,000	Other Expenses	191,300
Installation Fees	153,400	Debt Service	3,271,900
Admin Service Recovery	162,000	Capital	1,130,000
<u>Fund Balance</u>	<u>1,065,500</u>		<u>0</u>
Total Revenues	\$14,749,900	Total Expenditures	\$14,749,900
<u>Less Inter-fund Transfers</u>		<u>Less Inter-fund Transfers</u>	<u>3,621,700</u>
Total FY16-17 Revenues	\$11,128,200	Total FY16-17 Expenditures	\$11,128,200

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 and 2% COLA is hereby approved, effective July 1, 2016.

Section VIII. That the Capital Improvements Plan (FY17-FY21) is hereby approved.

Section IX. That the water usage rates set out within Resolution Number 2014-211 and amendments thereto are hereby amended by a water rate increase of 2% for customers living inside of the corporate limits. The water rate increases shall be applicable to all billings rendered on or after July 1, 2016.

Section X. That the Tennessee Consolidated Retirement System Rate will be approved at 15.89% 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, 2016, the welfare of the City of Kingsport requiring it.

ATTEST:

JOHN CLARK, Mayor

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

Public Hearing and Consideration of an Ordinance to Adopt the FY16-17 Sewer Fund Budget

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

Action Form No.: AF-133-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Smith, McReynolds, Austin, Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

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

The ordinance reflects the proposed sewer rate increase of 2% for customers living inside the corporate limits and 2% increase for customers living outside the corporate limits.

The Sewer Fund Budget less transfers is \$11,009,200.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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, 2016 and ending June 30, 2017 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 FY16-17 Budget of \$15,304,200 less inter-fund transfers, \$4,295,000, Net Sewer Budget Revenues \$11,009,200 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2016-June 30, 2017.

412- Sewer Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Sewer Sales	\$12,700,000	Administration	\$ 1,274,200
Misc. Charges	10,300	Finance	205,000
Tap Fees	460,000	Sewer Plant	3,013,000
Penalties	150,000	Maintenance	1,828,200
Disposal Receipts	70,000	PILOT	838,000
Investments	148,900	Debt Service	6,139,300
Fund Balance Approp.	1,765,000	Capital	1,765,000
		Other Exp	241,500
Total Revenues	\$15,304,200	Total Expenditures	\$15,304,200
Less Inter-fund Transfers	4,295,000	Less Inter-fund Transfers	4,295,000
Total FY16-17 Revenues	\$11,009,200	Total FY16-17 Expenditures	\$11,009,200

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 and 2% COLA is hereby approved, effective July 1, 2016.

Section VIII. That the Capital Improvements Plan (FY17-FY21) is hereby approved.

IX. That the sewer rate shall increase by 2% for customers living inside the corporate limits and 2% for customers living outside the corporate limits. These sewer rate increases shall be applicable to all billings rendered on or after July 1, 2016.

Section X. That the Tennessee Consolidated Retirement System Rate be approved at 15.89% 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 XI. That this ordinance shall take effect on July 1, 2016, the welfare of the City of Kingsport 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

Materials Agreement with Danny Karst Related to Edinburgh Phase 9 Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-128-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, Danny Karst has requested that his proposed development, Edinburgh Phase 9, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$5,917.93 for a new six (6) lot development.

To date, including this development, the program has supported 818 new/proposed lots within the City of Kingsport. Of those lots, 312 Building Permits and 235 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Map(s)
6. Development Chart

Funding source appropriate and funds are available: *js*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO EDINBURG PHASE IX DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg Phase IX, a 6 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$5,917.93;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Danny Karst to provide certain water and sewer materials by the city for Edinburg Phase IX, in the amount of \$5,917.93, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 9 MATERIALS AGREEMENT PROJECT (SW1689); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Fund project budget be amended by transferring \$5,405 from the operating budget to the Edinburgh Phase 9 project (SW1689) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Sewer Project Fund:452</u>			
<u>Edinburgh Phase 5 (SW1689)</u>			
<u>Revenues</u>			
452-0000-391-4200 From the Sewer Fund	0	5,405	5,405
<i>Totals:</i>	0	5,405	5,405
<u>Expenditures:</u>			
452-0000-606-9003 Improvements	0	5,405	5,405
<i>Totals:</i>	0	5,405	5,405

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:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 5th day of May, 2016, by and between Danny Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Edinburg Phase 9, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 325 LF of sewerline to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$5,917.93. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.


Developer

John Clark, Mayor

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

Sanitary sewer		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
45003	8" x 13' sdr-35 gsktd sewer pipe	25.00	jt	\$39.90	\$997.50
45057	8" x 6" tee wye gsktd sewer	8.00	ea	\$33.50	\$268.00
45112	manhole covers v-1312-44	4.00	ea	\$220.00	\$880.00
	Manhole per vertical ft.	0.00	ft.	\$0.00	\$3,259.00
Building code					
	Receipt To:				
Subtotal:	452-0000-208-1250				\$5,404.50
Sales Tax:	452-0000-207-0201			9.50%	\$513.43
Project #	SW1689			Sewer Total:	\$5,917.93
	Expense To:				
Sewer acct #	452-0000-606-9003				
				Grand Total:	\$5,917.93

- STORM WATER MANAGEMENT PLAN FROM CURRENT PHASE 8
1. SITE STORM DRAINAGE FROM LOTS WEST AND SOUTH OF THE EXISTING STORM DRAINAGE SYSTEM. THE EXISTING STORM DRAINAGE SYSTEM IS TO BE CONVERTED TO A PERMANENT DRAINAGE SYSTEM. THE EXISTING STORM DRAINAGE SYSTEM IS TO BE CONVERTED TO A PERMANENT DRAINAGE SYSTEM. THE EXISTING STORM DRAINAGE SYSTEM IS TO BE CONVERTED TO A PERMANENT DRAINAGE SYSTEM.
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 3. SITE STORM DRAINAGE FROM LOTS WEST AND SOUTH OF THE EXISTING STORM DRAINAGE SYSTEM. THE EXISTING STORM DRAINAGE SYSTEM IS TO BE CONVERTED TO A PERMANENT DRAINAGE SYSTEM. THE EXISTING STORM DRAINAGE SYSTEM IS TO BE CONVERTED TO A PERMANENT DRAINAGE SYSTEM.



OVERALL SITE PLAN
1" = 200'

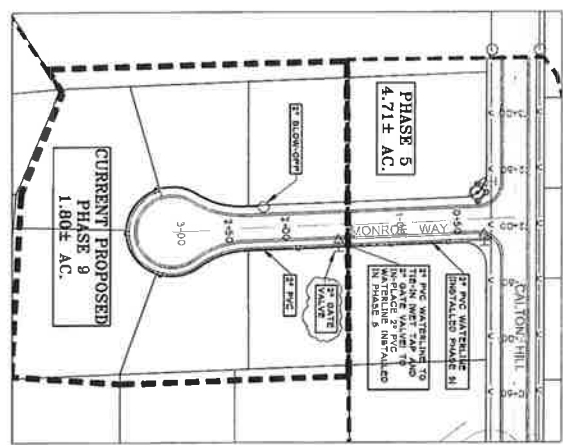
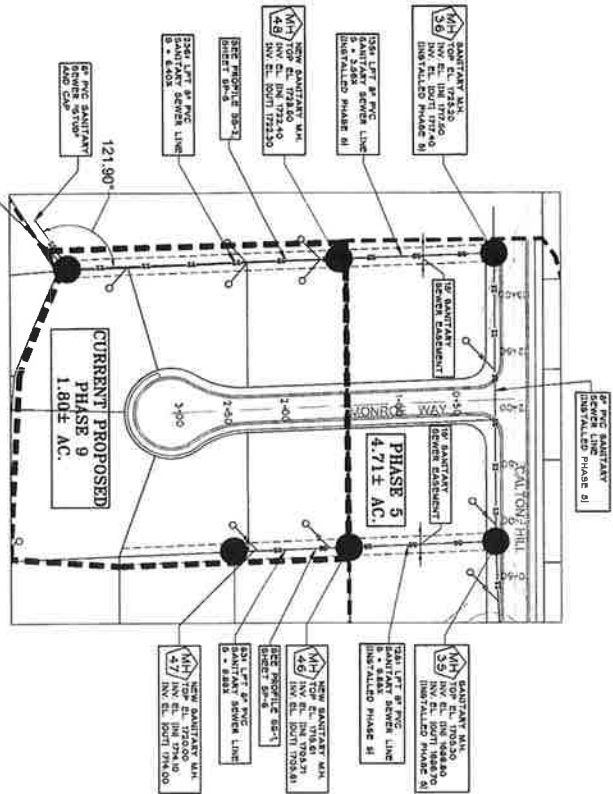
- NOTES:
1. APPROXIMATE LOCATIONS OF STATIONING MARKERS. THE FOLLOWING STATIONING MARKERS ARE APPROXIMATE LOCATIONS OF STATIONING MARKERS. THE FOLLOWING STATIONING MARKERS ARE APPROXIMATE LOCATIONS OF STATIONING MARKERS.
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NOTE: SITE SURVEY INFORMATION INCLUDING EXISTING PROBABLY PROVIDED BY ALLEY & ASSOCIATES, L.L.C. AND INFORMATION BY BAKER WAGGONER SUNDY & CANNON, INC.

CITY OF NGSPORT
Materials Agreements

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	11	4	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 132	103	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			Open
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Open
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			Closed
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	25	20	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	3	3	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	29	26	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	5	5	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	29	17	Closed
	Anchor Point - Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 33	31	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	41	36	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	2	0	Closed
	TOTAL	812	\$1,262,751.23		368	293	

Revised 04/29/16



SANITARY SEWER UTILITIES PLAN

1. ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

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4. ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

NOTE: ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

PLAN - SUB-MAIN DIAGRAM

1. ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

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WATER UTILITIES PLAN

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NOTE: ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

1. ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

1. ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.
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4. ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

NOTE: ALL WATER LINES TO BE 24" MIN. BELOW FINISH GRADE.

EDINBURGH PHASE 9									
MANHOLE #	MH TYPE	NH DASH	Top Elev.	Invert In	Invert Out	Northing (N)	Eastng (E)	MH Connection	Degree of
MH 36	STANDARD	8.60	1725.30	1686.80	1686.70	785061.54	207708.90	3.8" PVC	90°
MH 37	STANDARD	7.80	1725.20	1717.50	1717.40	784983.97	207686.51	3.8" PVC	90°
MH 38	STANDARD	10.00	1715.61	1705.71	1705.61	784983.32	2077100.60	2.8" PVC	180°
MH 39	STANDARD	4.00	1720.00	1716.10	1716.00	784983.44	2077175.43	1.8" PVC	0°
MH 40	STANDARD	6.20	1728.50	1722.40	1722.30	784982.42	2076951.87	2.8" PVC	180°
MH 41	STANDARD	5.00	1742.50	1737.50	1737.50	784980.88	2077138.27	2.8" PVC	121.90°

• EXISTING EXISTING MANHOLE INSTALLED IN PREVIOUS PHASES

SP-5

SHEET TITLE			
SANITARY SEWER UTILITIES PLAN AND WATER UTILITIES PLAN			
DATE	DESIGNED BY	PLD. NO.	REV. NO.
02-18-2018	EDINBURGH	EDINBURGH	EDINBURGH

EDINBURGH - PHASE 9

KINGSPORT

TENNESSEE

THE EDINBURGH GROUP, LLC

KINGSPORT

TENNESSEE

SPODEN & WILSON

CONSULTING ENGINEERS

338 EAST CENTER STREET, SUITE 2

KINGSPORT, TENNESSEE 37600

Phone: (423) 245-1811 Fax: (423) 245-0652

email: sweng@spodenwilson.com





AGENDA ACTION FORM

Amendment the FY 2016 Budgets for Department of Education Active Employees Health Insurance and Department of Education Retiree Health Insurance

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

Action Form No.: AF-130-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved an amendment to the fiscal year 2016 Health Insurances Funds budgets at their meeting on May 5, 2016. This amendment adjusts estimated revenues and appropriations for active employees and retirees. These adjustments will more accurately reflect the actual revenues and expenses in these funds. The active employee fund will be increased by \$860,000 and the retiree fund will be decreased by \$619,000. The net increase of \$241,000 is mainly a result of pharmacy rebates.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five – FY 2016

Funding source appropriate and funds are available *af/dm*

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2015-16 BUDGETS
FOR KINGSPORT CITY SCHOOLS ACTIVE EMPLOYEES
HEALTH INSURANCE FUND AND RETIREE HEALTH
INSURANCE FUND; AND, TO FIX THE EFFECTIVE DATE
OF THIS ORDINANCE

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

SECTION I. That the Kingsport City Schools Active Employee Health Insurance Fund budget be amended by ratifying the Kingsport Board of Education approval of Budget Amendment Number Five by increasing the estimated revenue for Employer Contributions by \$500,000; the estimated revenue for Employee Contributions by \$60,000; the estimated revenue for Pharmacy Rebates by \$300,000. The expenditure budget will be changed by increasing the appropriation for Insurance Claims by \$1,454,000 and by decreasing the appropriation for the Consultants by \$50,000; the appropriation for ACA Fees by \$50,000; the appropriation Stop-Loss Insurance by \$125,000; the appropriation for Transfers to Retiree Fund by \$369,000.

In addition the Kingsport City Schools Retiree Health Insurance Fund budget will be amended by increasing the estimated revenue for Pharmacy Rebates by \$50,000 and by decreasing the estimated revenue for Employer Contributions by \$300,000; the estimated revenue for Transfers from Active Employee Insurance by \$369,000. The expenditure budget will be changed by decreasing the appropriation for Insurance Claims by \$619,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 627: School Employee Insurance Fund</u>			
<u>Revenues:</u>	\$	\$	\$
627-0000-363-1535 Employer Contributions	6,140,000	500,000	6,640,000
627-0000-363-2055 Employee Contributions	2,400,000	60,000	2,460,000
627-0000-368-7237 Pharmacy Rebates	0	300,000	300,000
<i>Totals:</i>	8,540,000	860,000	9,400,000

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
627-1604-413-2020 Consultants	93,000	(50,000)	43,000
627-1604-413-4099 ACA Fees	115,000	(50,000)	65,000
627-1604-413-5015 Stop-Loss Insurance	680,000	(125,000)	555,000
627-1604-413-7091 Transfer to Retiree Insurance	369,000	(369,000)	0
627-1704-413-5100 Claims-Insurance Claims	6,500,000	1,454,000	7,954,000
<i>Totals:</i>	7,757,000	860,000	8,617,000

Account Number/Description:**Fund 628: School Retiree Insurance Fund****Revenues:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
628-0000-363-1532 Employer Contributions	1,233,000	(300,000)	933,000
628-0000-368-7237 Pharmacy Rebates	0	50,000	50,000
628-0000-391-5900 Transfer from Active Emp Ins	369,000	(369,000)	0
<i>Totals:</i>	1,602,000	(619,000)	983,000

Account Number/Description:**Expenditures:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
628-1704-413-5100 Claims-Insurance Claims	1,675,000	(619,000)	1,056,000
<i>Totals:</i>	1,675,000	(619,000)	1,056,000

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

May 5, 2016

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2015-2016
BUDGET AMENDMENT NUMBER FIVE

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: DEBT SERVICE FUNDS

When the budget for debt service is established, the full amount of the scheduled debt service is budgeted. Some of the bonds actually have some interest earnings, which reduce the actual payments. In FY 2016 this savings totals approximately \$100,000. It is recommended that the estimated revenue General Fund Transfers for Debt Service be reduced by \$100,000. It is further recommended that the appropriations for Debt – Principal and Debt - Interest be reduced by \$75,000 and \$25,000, respectively.

ITEM TWO: LINCOLN ROOF INSURANCE PAYMENT

When we started working on the next phase of the Lincoln Roof, it was discovered that there had been hail damage to the roof. The City's Risk Management department was contacted and an insurance claim was filed. An insurance payment has been received in the amount of \$31,087.90. It is recommended that the estimated revenue for Other Local Revenue be increased by \$31,088 and that the appropriation for Fund Transfers be increased by \$31,088. It is further recommended that these funds be transferred to the Lincoln Roof Replacement project.

ITEM THREE: MISCELLANEOUS TRANSFERS

1. John Adams Elementary has requested to transfer \$900 from Printing to their Instructional Supply account.
2. Roosevelt Elementary has requested to transfer \$3,200 from their Non-Instructional Equipment account to their Instructional Supply account.

It is recommended that these transfers be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,934,524. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a new Carl Perkins Incentive grant for \$5,000 and a Focus School Grant for \$85,691.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$166,608. This will make the revised estimated revenue and appropriation amounts \$4,101,132.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,181,216. The initial budgets for these grants were estimates based on previous year's information. There have been new grants received during the year that total \$60,000. There are increases in the Family Resource and the Homeless programs of \$7,512 that are local donations and there are increases that total \$3,787 in the Safe and Supportive Schools and the Summer STEM Camp FY 15 grants/programs. There was a decrease in the Homeless and Safe Schools grants of \$7,148.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$64,151. This will make the revised estimated revenue and appropriation amounts \$1,245,367.

HEALTH INSURANCE FUNDS

Combined, the active employees and retiree health insurance budgets are fine. But, taken separately the active employee fund will be over budget and the retiree fund will be under budget. Part of this is due to how the additional \$1,000,000 appropriation was divided. The funds were divided 50:50. But, it now appears that 80% should have gone to the active employee fund. In addition there are other revenue and expenditure adjustments that need to be made. It is recommended that the estimated revenues and appropriations for the Active Employee and Retiree Health Insurance Funds be adjusted as follows:

ACTIVE EMPLOYEES HEALTH INSURANCE FUND

	Current Budget	Change	Amended Budget
Employer Contributions	\$6,140,000	\$ 500,000	\$6,640,000
Employee Contributions	2,400,000	60,000	2,460,000
Pharmacy Rebates	0	300,000	300,000
Total Active Employee Revenue	\$8,540,000	\$ 860,000	\$9,400,000
Professional/Consultant	\$ 93,000	\$ (50,000)	\$ 43,000
Administration Fees	265,000	0	265,000
ACA Fees	115,000	(50,000)	65,000
Stop-Loss Insurance	680,000	(125,000)	555,000
Clinic Expenses	518,000	0	518,000
Transfer to Retiree Fund	369,000	(369,000)	0
Claims	6,500,000	1,454,000	7,954,000
Total Active Employee Budget	\$8,540,000	\$ 860,000	\$9,400,000

RETIREE HEALTH INSURANCE FUND

	Current Budget	Change	Amended Budget
Employer Contributions	\$1,233,000	\$ (300,000)	\$ 933,000
Retiree Contributions	204,000	0	204,000
Pharmacy Rebates	0	50,000	50,000
Transfer from Active Fund	369,000	(369,000)	0
Total Active Employee Revenue	\$1,806,000	\$(619,000)	\$1,187,000
Administration Fees	\$ 42,000	0	\$ 42,000
ACA Fees	11,000	0	11,000
Stop-Loss Insurance	78,000	0	78,000
Claims	1,675,000	(619,000)	1,056,000
Total Active Employee Budget	\$1,806,000	\$(619,000)	\$1,187,000



AGENDA ACTION FORM

Amend the FY 2016 General Purpose School Fund Budget

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

Action Form No.: AF-129-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2016 budget amendment number five at their meeting on May 5, 2016. This amendment decreases the estimated revenue and appropriations for debt service by \$100,000. The amendment also appropriates \$31,088 of property insurance proceeds for hail damage to the Lincoln Elementary School roof. We are in the process of replacing a portion of that roof and these funds will be applied to that project. The amendment also approves 2 miscellaneous transfers within the General Purpose budget.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five – FY 2016

Funding source appropriate and funds are available: *JF/dsm*

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

AN ORDINANCE TO AMEND THE FY 2015-16 GENERAL
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Five by increasing the estimated revenue for Other Local Revenue by \$31,088 and by decreasing the estimated revenue for Transfers from the City-Debt Service by \$100,000. The expenditure budget will be changed by increasing the appropriations for Transfers to Other Funds by \$31,088; the appropriations for John Adams – Instructional Supplies by \$900; the appropriations for Roosevelt – Instructional Supplies by \$3,200 and by decreasing the appropriation Debt Service – Principal by \$75,000; the appropriation for Debt Service – Interest by \$25,000; the appropriation for John Adams – Printing by \$900; the appropriation for Roosevelt – Non-instructional Equipment by \$3,200.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 141: School Fund			
Revenues:	\$	\$	\$
141-0000-349-4990 Other Local Revenue	146,500	31,088	177,588
141-0000-399-9811 City Transfers – Debt Service	3,325,000	(100,000)	3,225,000
Totals:	3,471,500	(68,912)	3,402,588

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Expenditures:	\$	\$	\$
141-7112-711-0429 Adams – Inst. Supplies	18,014	900	18,914
141-7116-711-0722 Roosevelt – Inst. Equipment	12,687	3,200	15,887
141-7212-781-0595 Adams – Printing	1,386	(900)	486
141-7616-871-0790 Roosevelt – Non-Inst. Equip.	4,880	(3,200)	1,680
141-7750-891-0601 Debt Service - Principal	2,720,600	(75,000)	2,645,600
141-7750-891-0602 Debt Service - Interest	1,044,200	(25,000)	1,019,200
141-7950-881-0590 Transfer to Other Funds	323,400	31,088	354,488
Totals:	4,125,167	(68,912)	4,056,255

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.

ATTEST:

JOHN CLARK, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

May 5, 2016

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2015-2016
BUDGET AMENDMENT NUMBER FIVE

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: DEBT SERVICE FUNDS

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When we started working on the next phase of the Lincoln Roof, it was discovered that there had been hail damage to the roof. The City's Risk Management department was contacted and an insurance claim was filed. An insurance payment has been received in the amount of \$31,087.90. It is recommended that the estimated revenue for Other Local Revenue be increased by \$31,088 and that the appropriation for Fund Transfers be increased by \$31,088. It is further recommended that these funds be transferred to the Lincoln Roof Replacement project.

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	Current Budget	Change	Amended Budget
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Total Active Employee Revenue	\$8,540,000	\$ 860,000	\$9,400,000
Professional/Consultant	\$ 93,000	\$ (50,000)	\$ 43,000
Administration Fees	265,000	0	265,000
ACA Fees	115,000	(50,000)	65,000
Stop-Loss Insurance	680,000	(125,000)	555,000
Clinic Expenses	518,000	0	518,000
Transfer to Retiree Fund	369,000	(369,000)	0
Claims	6,500,000	1,454,000	7,954,000
Total Active Employee Budget	\$8,540,000	\$ 860,000	\$9,400,000

RETIREE HEALTH INSURANCE FUND

	Current Budget	Change	Amended Budget
Employer Contributions	\$1,233,000	\$ (300,000)	\$ 933,000
Retiree Contributions	204,000	0	204,000
Pharmacy Rebates	0	50,000	50,000
Transfer from Active Fund	369,000	(369,000)	0
Total Active Employee Revenue	\$1,806,000	\$(619,000)	\$1,187,000
Administration Fees	\$ 42,000	0	\$ 42,000
ACA Fees	11,000	0	11,000
Stop-Loss Insurance	78,000	0	78,000
Claims	1,675,000	(619,000)	1,056,000
Total Active Employee Budget	\$1,806,000	\$(619,000)	\$1,187,000



AGENDA ACTION FORM

Amend the FY 2016 Schools Federal Projects Fund Budget

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

Action Form No.: AF-147-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On May 5, 2016, the Board of Education approved an amendment to the FY 2015-2016 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$3,934,524, based on estimated amounts. The estimates are being adjusted to actual amounts. There is a net increase for this budget of \$166,608. This makes the amended total \$4,101,132.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five

Funding source appropriate and funds are available: *Goldman*

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

PRE-FILED
ORDINANCE NO. ** CITY RECORDER**

AN ORDINANCE TO AMEND THE FY 2016 SCHOOL
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2016 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
ADMN16 Consolidated Administration	132,000	0	132,000
CPG016 Carl Perkins Grant	118,076	0	118,076
CPI016 Carl Perkins Incentive Grant	0	5,000	5,000
PS1601 IDEA Pre-School	37,795	0	37,795
T11601 Title I	1,807,702	94,799	1,902,501
FSG016 Focus School Grant	0	85,691	85,691
T21601 Title II – A	314,726	42	314,768
T31601 Title III	9,354	(1,392)	7,962
T61601 IDEA Part-B	1,514,871	(24,590)	1,490,281
T616D1 IDEA Discretionary Grant	0	7,058	7,058
<i>Totals:</i>	3,934,524	166,608	4,101,132
<u>Expenditures:</u>	\$	\$	\$
Instruction	2,467,276	61,996	2,529,272
Support Services	1,304,961	103,265	1,408,226
Other Charges (Fund Transfers)	162,287	1,347	163,634
<i>Totals:</i>	3,934,524	166,608	4,101,132

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.

ATTEST:

JOHN CLARK, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

May 5, 2016

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2015-2016
BUDGET AMENDMENT NUMBER FIVE

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: DEBT SERVICE FUNDS

When the budget for debt service is established, the full amount of the scheduled debt service is budgeted. Some of the bonds actually have some interest earnings, which reduce the actual payments. In FY 2016 this savings totals approximately \$100,000. It is recommended that the estimated revenue General Fund Transfers for Debt Service be reduced by \$100,000. It is further recommended that the appropriations for Debt – Principal and Debt - Interest be reduced by \$75,000 and \$25,000, respectively.

ITEM TWO: LINCOLN ROOF INSURANCE PAYMENT

When we started working on the next phase of the Lincoln Roof, it was discovered that there had been hail damage to the roof. The City's Risk Management department was contacted and an insurance claim was filed. An insurance payment has been received in the amount of \$31,087.90. It is recommended that the estimated revenue for Other Local Revenue be increased by \$31,088 and that the appropriation for Fund Transfers be increased by \$31,088. It is further recommended that these funds be transferred to the Lincoln Roof Replacement project.

ITEM THREE: MISCELLANEOUS TRANSFERS

1. John Adams Elementary has requested to transfer \$900 from Printing to their Instructional Supply account.
2. Roosevelt Elementary has requested to transfer \$3,200 from their Non-Instructional Equipment account to their Instructional Supply account.

It is recommended that these transfers be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,934,524. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a new Carl Perkins Incentive grant for \$5,000 and a Focus School Grant for \$85,691.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$166,608. This will make the revised estimated revenue and appropriation amounts \$4,101,132.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,181,216. The initial budgets for these grants were estimates based on previous year's information. There have been new grants received during the year that total \$60,000. There are increases in the Family Resource and the Homeless programs of \$7,512 that are local donations and there are increases that total \$3,787 in the Safe and Supportive Schools and the Summer STEM Camp FY 15 grants/programs. There was a decrease in the Homeless and Safe Schools grants of \$7,148.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$64,151. This will make the revised estimated revenue and appropriation amounts \$1,245,367.

HEALTH INSURANCE FUNDS

Combined, the active employees and retiree health insurance budgets are fine. But, taken separately the active employee fund will be over budget and the retiree fund will be under budget. Part of this is due to how the additional \$1,000,000 appropriation was divided. The funds were divided 50:50. But, it now appears that 80% should have gone to the active employee fund. In addition there are other revenue and expenditure adjustments that need to be made. It is recommended that the estimated revenues and appropriations for the Active Employee and Retiree Health Insurance Funds be adjusted as follows:

ACTIVE EMPLOYEES HEALTH INSURANCE FUND

	Current Budget	Change	Amended Budget
Employer Contributions	\$6,140,000	\$ 500,000	\$6,640,000
Employee Contributions	2,400,000	60,000	2,460,000
Pharmacy Rebates	0	300,000	300,000
Total Active Employee Revenue	\$8,540,000	\$ 860,000	\$9,400,000
Professional/Consultant	\$ 93,000	\$ (50,000)	\$ 43,000
Administration Fees	265,000	0	265,000
ACA Fees	115,000	(50,000)	65,000
Stop-Loss Insurance	680,000	(125,000)	555,000
Clinic Expenses	518,000	0	518,000
Transfer to Retiree Fund	369,000	(369,000)	0
Claims	6,500,000	1,454,000	7,954,000
Total Active Employee Budget	\$8,540,000	\$ 860,000	\$9,400,000

RETIREE HEALTH INSURANCE FUND

	Current Budget	Change	Amended Budget
Employer Contributions	\$1,233,000	\$ (300,000)	\$ 933,000
Retiree Contributions	204,000	0	204,000
Pharmacy Rebates	0	50,000	50,000
Transfer from Active Fund	369,000	(369,000)	0
Total Active Employee Revenue	\$1,806,000	\$(619,000)	\$1,187,000
Administration Fees	\$ 42,000	0	\$ 42,000
ACA Fees	11,000	0	11,000
Stop-Loss Insurance	78,000	0	78,000
Claims	1,675,000	(619,000)	1,056,000
Total Active Employee Budget	\$1,806,000	\$(619,000)	\$1,187,000



AGENDA ACTION FORM

Amend the FY 2016 School Special Projects Fund Budget

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

Action Form No.: AF-148-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On May 5, 2016, the Board of Education approved an amendment to the FY 2015-2016 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,181,216 based on estimated amounts. There have been two new projects added and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$64,151. This makes the amended total \$1,245,367.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five

Funding source appropriate and funds are available: *goldsm*

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

ORDINANCE NO. ****

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2016 SCHOOL SPECIAL
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2016 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
CSH016 Coordinated School Health	100,000	0	100,000
FRC016 Family Resource Center	29,612	2,500	32,112
HAG016 Homeless Assistance	51,000	(1,538)	49,462
KTIP16 Kingsport Truancy Intervention	53,720	0	53,720
LIFT16 Lift I PD TN SCORE FY 16	0	10,000	10,000
LP5016 LEAPS After-School Program S-W	250,000	0	250,000
PK5115 Pre-K Expansion Grant System-Wide	491,322	0	491,322
SSA016 Safe Schools Act	29,690	(610)	29,080
S31501 Safe & Supportive Schools	77,434	1,587	79,021
STEM15 Summer STEM Camp	35,000	2,200	37,200
STEM16 Summer STEM Camp	0	50,000	50,000
Transfer from General School Fund	63,438	12	63,450
Totals:	1,181,216	64,151	1,245,367
<u>Expenditures:</u>	\$	\$	\$
Instruction	495,864	50,658	546,522
Support Services	435,352	13,493	448,845
Non-Instructional Services	250,000	0	250,000
Capital Outlay	0	0	0
Other	0	0	0
Totals:	1,181,216	64,151	1,245,367

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:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

May 5, 2016

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2015-2016
BUDGET AMENDMENT NUMBER FIVE

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: DEBT SERVICE FUNDS

When the budget for debt service is established, the full amount of the scheduled debt service is budgeted. Some of the bonds actually have some interest earnings, which reduce the actual payments. In FY 2016 this savings totals approximately \$100,000. It is recommended that the estimated revenue General Fund Transfers for Debt Service be reduced by \$100,000. It is further recommended that the appropriations for Debt – Principal and Debt - Interest be reduced by \$75,000 and \$25,000, respectively.

ITEM TWO: LINCOLN ROOF INSURANCE PAYMENT

When we started working on the next phase of the Lincoln Roof, it was discovered that there had been hail damage to the roof. The City's Risk Management department was contacted and an insurance claim was filed. An insurance payment has been received in the amount of \$31,087.90. It is recommended that the estimated revenue for Other Local Revenue be increased by \$31,088 and that the appropriation for Fund Transfers be increased by \$31,088. It is further recommended that these funds be transferred to the Lincoln Roof Replacement project.

ITEM THREE: MISCELLANEOUS TRANSFERS

1. John Adams Elementary has requested to transfer \$900 from Printing to their Instructional Supply account.
2. Roosevelt Elementary has requested to transfer \$3,200 from their Non-Instructional Equipment account to their Instructional Supply account.

It is recommended that these transfers be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,934,524. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a new Carl Perkins Incentive grant for \$5,000 and a Focus School Grant for \$85,691.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$166,608. This will make the revised estimated revenue and appropriation amounts \$4,101,132.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,181,216. The initial budgets for these grants were estimates based on previous year's information. There have been new grants received during the year that total \$60,000. There are increases in the Family Resource and the Homeless programs of \$7,512 that are local donations and there are increases that total \$3,787 in the Safe and Supportive Schools and the Summer STEM Camp FY 15 grants/programs. There was a decrease in the Homeless and Safe Schools grants of \$7,148.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$64,151. This will make the revised estimated revenue and appropriation amounts \$1,245,367.

HEALTH INSURANCE FUNDS

Combined, the active employees and retiree health insurance budgets are fine. But, taken separately the active employee fund will be over budget and the retiree fund will be under budget. Part of this is due to how the additional \$1,000,000 appropriation was divided. The funds were divided 50:50. But, it now appears that 80% should have gone to the active employee fund. In addition there are other revenue and expenditure adjustments that need to be made. It is recommended that the estimated revenues and appropriations for the Active Employee and Retiree Health Insurance Funds be adjusted as follows:

ACTIVE EMPLOYEES HEALTH INSURANCE FUND

	Current Budget	Change	Amended Budget
Employer Contributions	\$6,140,000	\$ 500,000	\$6,640,000
Employee Contributions	2,400,000	60,000	2,460,000
Pharmacy Rebates	0	300,000	300,000
Total Active Employee Revenue	\$8,540,000	\$ 860,000	\$9,400,000
Professional/Consultant	\$ 93,000	\$ (50,000)	\$ 43,000
Administration Fees	265,000	0	265,000
ACA Fees	115,000	(50,000)	65,000
Stop-Loss Insurance	680,000	(125,000)	555,000
Clinic Expenses	518,000	0	518,000
Transfer to Retiree Fund	369,000	(369,000)	0
Claims	6,500,000	1,454,000	7,954,000
Total Active Employee Budget	\$8,540,000	\$ 860,000	\$9,400,000

RETIREE HEALTH INSURANCE FUND

	Current Budget	Change	Amended Budget
Employer Contributions	\$1,233,000	\$ (300,000)	\$ 933,000
Retiree Contributions	204,000	0	204,000
Pharmacy Rebates	0	50,000	50,000
Transfer from Active Fund	369,000	(369,000)	0
Total Active Employee Revenue	\$1,806,000	\$(619,000)	\$1,187,000
Administration Fees	\$ 42,000	0	\$ 42,000
ACA Fees	11,000	0	11,000
Stop-Loss Insurance	78,000	0	78,000
Claims	1,675,000	(619,000)	1,056,000
Total Active Employee Budget	\$1,806,000	\$(619,000)	\$1,187,000



AGENDA ACTION FORM

Adopt the FY16-17 Urban Mass Transit Budget

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

Action Form No.: AF-134-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Judy Smith, Gary Taylor
 Presentation By: Chris McCart

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 \$2,226,624.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: js

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

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 Transit Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$2,226,624.

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>	
Capital:		
Federal Transit Administration	\$ 453,500	
Tennessee Dept. of Transportation	48,250	
General Fund	48,250	\$ 550,000
Operating:		
Federal Transit Administration	\$768,812	
Tennessee Dept. of Transportation	384,406	
Program Income:		
RCAT	49,000	
Bus Fares	90,000	
General Fund	384,406	\$ 1,676,624
Total Revenues		\$ 2,226,624

Expenditure	Expenditure Category	Original Budget	
	Capital:		
	Vehicle Purchase	450,000	
	Vehicle Prev. Maint.	\$ 100,000	\$ 550,000
	Operating:		
	Personal Services	\$ 1,153,000	
	Contractual Services	465,124	
	Commodities	51,500	
	Insurance	7,000	\$ 1,676,624
	Total Expenditures		\$ 2,226,624

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.

Attest:

JOHN CLARK, Mayor

Angie Marshall, Deputy City Recorder

Approved as to
Form:

J. Michael Billingsley, City Attorney

Passed on First Reading: _____

Passed on Second Reading: _____



AGENDA ACTION FORM

Adopt the FY16-17 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF-135-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Judy Smith, Bill Albright
 Presentation By: Ryan 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 \$382,180.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO 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 \$382,180.

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	\$ 63,904	Personal Services	\$256,930
Federal FHWA TN	237,608	Contract Services	111,000
General Fund	67,445	Commodities	11,150
VDot-FHWA	9,250	Capital Outlay	3,000
V Dot-Sec 5303	3,973	Insurance	100
Total Revenues	<u>\$382,180</u>	Total Expenditures	<u>\$382,180</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.

ATTEST:

JOHN CLARK, Mayor

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

Adopt the FY16-17 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-136-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Smith, Frye
 Presentation By: Jeff Fleming, David 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 FY16-17 budget is \$4,310,909.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

AN ORDINANCE TO 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

Revenues	Original Budget
Federal Grants	\$ 4,310,909
Total Revenues	<u>\$ 4,310,909</u>
Expenditures	Original Budget
Instruction	\$ 2,691,719
Support Services	1,428,008
To School Fund	32,502
To Risk Fund	16,493
To Consolidated Admin.	142,187
Total Expenditures	<u>\$ 4,310,909</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 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 1 July 2016, the public welfare of the City of Kingsport, Tennessee requiring it.

Attest:

JOHN CLARK, Mayor

Angie Marshall, Deputy City Recorder

Approved as to Form:

J. Michael Billingsley, City
Attorney



AGENDA ACTION FORM

Adopt the FY16-17 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-137-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Smith, Frye
 Presentation By: Jeff Fleming, David 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 \$1,140,172.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JS*

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

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

Revenues	Original Budget
Federal Grants	\$ 0
State Grant	\$ 1,026,734
Local Revenue	\$ 50,000
From School Fund - 141	\$ 63,438
Total Revenues	\$ 1,140,172
Expenditures	Original Budget
Instruction	\$ 538,479
Support Services	\$ 333,379
Non-Instructional	\$ 264,300
Capital Outlay	\$ 0
To Risk Fund	\$ 4,014
Total Expenditures	\$ 1,140,172

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 1 July 2016, the public welfare of the City of Kingsport, Tennessee requiring it.

Attest:

John Clark, Mayor

Angie Marshall, Deputy City
Recorder

Approved as to Form:

J. Michael Billingsley, City
Attorney



AGENDA ACTION FORM

Ordinance Providing for the FY17 Community Development Block Grant Budget

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

Action Form No.: AF-138-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Haga, Smith
 Presentation By: Lynn Tully, AICP

Recommendation:

Approve 2017 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

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
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, 2017; 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			
CD1701	CDBG Administration		
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
CD1704	KAHR Program		
124-0000-603-1010	Salaries	\$ 38,201	
124-0000-603-4023	Grants	\$ 85,532	
124-0000-331-1000	Community Development Block Grant		\$ 123,733
CD1703	CASA of Sullivan County		
124-0000-603-4023	Grants	\$ 6,000	
124-0000-331-1000	Community Development Block Grant		\$ 6,000
CD1705	Community Enrichment		
124-0000-603-4023	Grants	\$ 15,000	
124-0000-331-1000	Community Development Block Grant		\$ 15,000

CD1720	Learning Centers of KHRA		
124-0000-603-4023	Grants	\$ 20,000	
124-0000-331-1000	Community Development Block Grant		\$ 20,000
CD1725	Code Enforcement		
124-0000-603-1010	Salaries	\$ 39,000	
124-0000-331-1000	Community Development Block Grant		\$ 39,000
CD1735	HOPE VI – Section 108		
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



AGENDA ACTION FORM

Ordinance Providing for the FY17 Emergency Solutions Grant Budget

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

Action Form No.: AF-139-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Haga, Smith
 Presentation By: Lynn Tully, AICP

Recommendation:

Approve 2017 ESG Budget Ordinance.

Executive Summary:

Each year the City receives funding from the Tennessee Housing Development Agency for the Emergency Solutions Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in February. 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. ESG Budget Ordinance

Funding source appropriate and funds are available: Js

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

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2017; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Emergency Shelter Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$83,208.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
COMMUNITY DEVELOPMENT FUND			
Appropriation			
CD1717	Emergency Shelter Grant		
124-0000-603-4023	Grants	\$ 77,403	
124-0000-603-1010	Salaries	\$ 5,805	
124-0000-337-4900	Emergency Shelter Grant		\$ 83,208

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



AGENDA ACTION FORM

Amending the Code of Ordinances for the City of Kingsport which upon Approval will Prohibit Smoking Anywhere on the Property of the Kingsport Aquatic Center

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

Action Form No.: AF-163-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Billingsley/McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The 109th General Assembly of the State of Tennessee recently approved Public Chapter No. 847 which prohibited smoking on the property of the Kingsport Aquatic Center. This was an initiative led by Healthy Kingsport in an effort to make the entire campus of the Kingsport Aquatic Center and the Greater Kingsport YMCA.

Healthy Kingsport along with the City and YMCA have been working to educate our customers of the new law. The new law will take effect July 1, 2016.

Attachments:

1. Ordinance

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE BY ADDING A SECTION PROHIBITING SMOKING ANYWHERE ON THE GROUNDS OF THE PROPERTY FOR THE CITY'S AQUATIC CENTER, INCLUDING, BUT NOT LIMITED TO, INSIDE THE BUILDING, THE OUTDOOR SWIMMING AREAS, SIDEWALKS, ROADS AND THE PARKING AREAS; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding an appropriately numbered section, to conform to the numbering system used in the Code, as follows:

Pursuant to the authority provided in Public Chapter No. 847 of the Public Acts of the 109th General Assembly, smoking is prohibited anywhere on the grounds of the city's aquatic center, including, but not limited to, inside the building, the outdoor swimming areas, sidewalks, roads and parking areas.

Any person violating this section shall be guilty of an offense and upon conviction shall be penalized fifty dollars (\$50.00) for each offense. In addition, pursuant to section 30-25 of the Kingsport City Code, court costs shall be imposed. The imposition of a penalty hereunder shall be supplemental to any other action, such as the taking of any remedial or injunctive action, or any other legal or equitable relief or enforcement.

SECTION II. This ordinance shall take effect on July 1, 2016, the public welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

JAMES DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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



AGENDA ACTION FORM

Amending the Code of Ordinances for the City of Kingsport In Order to Add a Section Prohibiting the Use of Electronic Smoking Devices in Any Building Controlled by the City of Kingsport

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

Action Form No.: AF-164-2016
 Work Session: June 6, 2016
 First Reading: June 7, 2016

Final Adoption: June 21, 2016
 Staff Work By: Billingsley/McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The rising popularity of electronic cigarettes has also brought with it a growing concern from the general public on the regulation of their use in public facilities. As a result, staff proposes approval of the attached ordinance which would ban the use of electronic cigarettes in buildings owned, leased or controlled by the City as well as within 25 feet of buildings.

Attachments:

1. Ordinance

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE ADDING A SECTION PROHIBITING THE USE OF VAPORIZERS, VAPE PENS, HOOKAH PENS, ELECTRONIC CIGARETTES E-PIPES OR OTHER ELECTRONIC NICOTINE DELIVERY SYSTEMS OR ELECTRONIC SMOKING DEVICES IN ANY BUILDING OWNED, LEASED OR CONTROLLED BY THE CITY OR WITHIN TWENTY-FIVE FEET OF ANY ENTRANCE OR EXIT TO SUCH BUILDING AND CERTAIN OTHER PROPERTY OWNED, LEASED OR CONTROLLED BY THE CITY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding an appropriately numbered section, to conform to the numbering system used in the Code, as follows:

Sec. ____

(a) Electronic smoking device, includes, but is not limited to, vaporizers, vape pens, hookah pens, electronic cigarettes, e-pipes, other electronic nicotine delivery systems, electronic smoking devices or other similar devices designed to deliver nicotine, flavored substances or other substances through a vapor exhaled by the user having a smoke-like appearance similar to a cigarette.

(b) The board finds based on information from the Federal Drug Administration, the National Institute of Health on Drug Abuse and other studies that electronic smoking devices can be a danger to a person's health. The U.S. Centers for Disease Control and Prevention (CDC) says research suggests nicotine is as addictive as drugs such as cocaine or heroin. The CDC also says aerosol from these devices is not harmless water vapor and can be potentially harmful to health and that adult nontobacco users should not be exposed to secondhand aerosol from these products. The board further finds that to protect the public health the use of such devices should be limited in city owned, leased or controlled buildings and certain other places.

(c) It shall be an offense for any person to use an electronic smoking device in or on:

- (1) any building owned, leased or controlled by the city or within twenty-five of any entrance or exit or a greater distance, if such distance is posted on the entrance or exit door of such building;
- (2) any place owned, leased or controlled by the city where smoking tobacco is prohibited by state law; or
- (3) any other area, including an outdoor area, owned, leased or controlled by the city when the area is posted with a sign that use of an electronic smoking device is prohibited.

(d) Any person violating this section shall be guilty of an offense and upon conviction shall be penalized fifty dollars (\$50.00) for each offense. In addition,

pursuant to section 30-25 of the Kingsport City Code, court costs shall be imposed. The imposition of a penalty hereunder shall be supplemental to any other action, such as the taking of any remedial or injunctive action, or any other legal or equitable relief or enforcement.

SECTION II. This ordinance shall take effect on July 1, 2016, the public welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

JAMES DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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



AGENDA ACTION FORM

Annex/Adopt Plan of Service for the Westbrook Drive Annexation and Amend Zoning

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

Action Form No.: AF-111-2016
 Work Session: May 16, 2016
 First Reading: May 17, 2016

Final Adoption: June 7, 2016
 Staff Work By: C. Shepherd
 Presentation By: J. Harmon

Recommendation:

- ~~Hold public hearing~~
- ~~Approve resolution for the Westbrook Drive annexation~~
- Approve ordinance amending the zoning ordinance for the Westbrook annexation
- ~~Approve resolution adopting a plan of services for the annexation area~~

Executive Summary:

This is the owner-requested Westbrook Drive annexation of approximately .42 acres/1 parcel located off of Westbrook Drive in South Kingsport. The current county zoning of the property is County R-1 (Low-Density Residential District). The proposed city zoning for the area is City R-1B (Single Family Residential District). The applicant, Renee Roach, is requesting annexation to take advantage of the full offering of City services. During their April 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published May 2, 2016.

Attachments:

1. Notice of Public Hearing
2. Annexation Resolution
3. Zoning Ordinance
4. POS Resolution
5. Staff Report
6. Maps

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



AGENDA ACTION FORM

Annex/Adopt Plan of Service for the Westbrook Drive Annexation and Amend Zoning

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

Action Form No.: AF-111-2016
 Work Session: May 16, 2016
 First Reading: May 17, 2016

Final Adoption: June 7, 2016
 Staff Work By: C. Shepherd
 Presentation By: J. Harmon

Recommendation:

- Hold public hearing
- Approve resolution for the Westbrook Drive annexation
- Approve ordinance amending the zoning ordinance for the Westbrook annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is the owner-requested Westbrook Drive annexation of approximately .42 acres/1 parcel located off of Westbrook Drive in South Kingsport. The current county zoning of the property is County R-1 (Low-Density Residential District). The proposed city zoning for the area is City R-1B (Single Family Residential District). The applicant, Renee Roach, is requesting annexation to take advantage of the full offering of City services. During their April 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published May 2, 2016.

Attachments:

1. Notice of Public Hearing
2. Annexation Resolution
3. Zoning Ordinance
4. POS Resolution
5. Staff Report
6. Maps

Funding source appropriate and funds are available: 

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, May 17, 2016, to consider the annexation, zoning, and plan of services for the Westbrook Drive annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the southern corner of parcel 15, Tax Map 92P; thence in a northwesterly direction, approximately 121 feet to a point; said point being on the western corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in a northeasterly direction following the southerly right-of-way of Westbrook Drive, approximately 159 feet to a point; said point being a northern corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in an arc following the southerly right-of-way of Westbrook Drive and the westerly right-of-way of Shadyside Drive, approximately 44 feet to a point; said point being a northern corner of parcel 15 and in common with the westerly right-of-way of Shadyside Drive; thence in a southeasterly direction following the westerly right-of-way of Shadyside Drive, approximately 89 feet to a point; said point being the eastern corner of parcel 15 and being in common with the westerly right-of-way of Shadyside Drive; thence in a southwesterly direction, approximately 217 feet to a point; said point being the point of BEGINNING, and being all of parcel 15, Tax Map 92P of the Sullivan County March 2011 Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
James H. Demming, City Recorder
P1T: 5/2/2016

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE WESTBROOK DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 17th day of May 2016, and notice thereof published in the Kingsport Times-News on the 2nd day of May 2016; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 6th day of October 2015, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is here-by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the southern corner of parcel 15, Tax Map 92P; thence in a northwesterly direction, approximately 121 feet to a point; said point being on the western corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in a northeasterly direction following the southerly right-of-way of Westbrook Drive, approximately 159 feet to a point; said point being a northern corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in an arc following the southerly right-of-way of Westbrook Drive and the westerly right-of-way of Shadyside Drive, approximately 44 feet to a point; said point being a northern corner of parcel 15 and in common with the westerly right-of-way of Shadyside Drive; thence in a southeasterly direction following the westerly right-of-way of Shadyside Drive, approximately 89 feet to a point; said point being the eastern corner of parcel 15 and being in common with the westerly right-of-way of Shadyside Drive; thence in a southwesterly direction, approximately 217 feet to a point; said point being the point of

BEGINNING, and being all of parcel 15, Tax Map 92P of the Sullivan County March 2011 Tax Maps.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 17th day of May 2016.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PRE-FILED

ORDINANCE NO. _____ CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO WESTBROOK DRIVE FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Westbrook Drive from County R-1, Low Density Single Family Residential District to City R-1B, Single Family Residential in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southern corner of parcel 15, Tax Map 92P; thence in a northwesterly direction, approximately 121 feet to a point; said point being on the western corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in a northeasterly direction following the southerly right-of-way of Westbrook Drive, approximately 159 feet to a point; said point being a northern corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in an arc following the southerly right-of-way of Westbrook Drive and the westerly right-of-way of Shadyside Drive, approximately 44 feet to a point; said point being a northern corner of parcel 15 and in common with the westerly right-of-way of Shadyside Drive; thence in a southeasterly direction following the westerly right-of-way of Shadyside Drive, approximately 89 feet to a point; said point being the eastern corner of parcel 15 and being in common with the westerly right-of-way of Shadyside Drive; thence in a southwesterly direction, approximately 217 feet to a point; said point being the point of BEGINNING, and being all of parcel 15, Tax Map 92P of the Sullivan County March 2011 Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

RESOLUTION NO.

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE WESTBROOK DRIVE ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Westbrook Drive annexation was submitted to the Kingsport Regional Planning Commission on April 21, 2016, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held May 17, 2016; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on May 2, 2016; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Westbrook Drive Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southern corner of parcel 15, Tax Map 92P; thence in a northwesterly direction, approximately 121 feet to a point; said point being on the western corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in a northeasterly direction following the southerly right-of-way of Westbrook Drive, approximately 159 feet to a point; said point being a northern corner of parcel 15 and in common with the southerly right-of-way of Westbrook Drive; thence in an arc following the southerly right-of-way of Westbrook Drive and the westerly right-of-way of Shadyside Drive, approximately 44 feet to a point; said point being a northern corner of parcel 15 and in common with the westerly right-of-way of Shadyside Drive; thence in a southeasterly direction following the westerly right-of-way of Shadyside Drive, approximately 89 feet to a point; said point being the eastern corner of parcel 15 and being in common with the westerly right-of-way of Shadyside

Drive; thence in a southwesterly direction, approximately 217 feet to a point; said point being the point of BEGINNING, and being all of parcel 15, Tax Map 92P of the Sullivan County March 2011 Tax Maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Westbrook Drive Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Westbrook Drive Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.

- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only four in the State of Tennessee. We operate 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 2 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 53 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.

- B. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- D. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- E. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sewer service is currently available to the property.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Sufficient lighting currently exists for the annexation area.

10. Zoning Services

- A. The area will be zoned R-1B (Single family residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 17th day of May 2016.

ATTEST:

John Clark, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Kingsport Regional Planning Commission
Annexation Report

File Number 16-301-00001

Property Information	Westbrook Drive Annexation		
Address	1121 Westbrook Drive		
Tax Map, Group, Parcel	92, P, 0.15		
Civil District	13 th		
Overlay District	N/A		
Land Use Plan Designation	Residential		
Acres	.42 +/-		
Existing Use	Residential	Existing Zoning	County R-1
Proposed Use	Residential	Proposed Zoning	City R-1B
Owner Information			
Name: Renee Roach Address: 1121 Westbrook Drive City: Kingsport State: TN Zip Code: 37660 Email: N/A Phone Number: N/A		Intent: Annexation by request of the subject parcel, enhancing health, safety, and welfare throughout the Kingsport Planning Region.	
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner. • It is reasonably necessary for the welfare of the residents and property owners of the affected territory. • The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area. • Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services. • It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole. <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by Renee Roach. Ms. Roach contacted the city staff about a potential annexation so that she could receive all city services. Currently, the property is zoned County R-1 and staff is proposing City R-1B. This annexation meets the criteria set forth by the interim annexation policy as a small-scale residential annexation.</p> <p>Utilities: City of Kingsport water and sewer service currently serves the annexation area.</p>			
Planner:	Corey Shepherd	Date:	April 7, 2016
Planning Commission Action		Meeting Date:	April 21, 2016
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

File Number 16-301-00001

Legend

Future Land Use

LANDUSE

- Agriculture/Vacant
- Single Family
- Multi-Family
- Industrial
- Retail/Commercial
- Public
- Utilities

2030 Future Land Use Map

Cost

Westbrook Cost

Cost Estimate/ tax records as of April 2016

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$598.23	\$2.07 city property taxes
State Shared	X	\$224.00	\$112.00x 2 residents
Sewer Tap Fees	\$X	\$0.00	Sewer Customer
Water & Sewer Rev (loss)	X	(\$540.00)	
Total	\$X	\$282.23	

Expenses	One Time	Reoccurring (annual)	
Operating Budget			
Police & Fire Service	0.00	0.00	minimal extra area
Transit Service	0.00	0.00	
Street Lighting	0.00	0.00	
Traffic Controls	0.00	0.00	None
Streets & Sanitation	0.00	0.00	Maintenance
Subtotal	0.00	0.00	
Capital Budget			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	adequate
Streets	0.00	0.00	
Subtotal	0.00	0.00	
Grand Total	\$0.00	0.00	

[illegible]

Existing Surrounding Land Uses

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action
Northwest	1	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
North/Northeast	2	<u>Zone: City R-1B</u> Use: Single Family residential	Annexed as part of the Shadyside Drive annexation in 2013
South/Southeast	3	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
Southwest	4	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known

CONCLUSION

The Kingsport Planning Division recommends **approval** for the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*

Aerial Photo



North



West



East



South



Kingsport Regional Planning Commission
Annexation Report

File Number 16-301-00001



ANNEXATION PETITION

PETITIONER INFORMATION:

Last Name Roach First C. Renee M.I. H Date 4-8-16
Street Address 1121 Westbrook Dr. Apartment/Unit #
City Kingsport State TN ZIP 37663
Phone 423-967-8573 E-mail Address renee6751@gmail.com
In Household and Ages: 2 51 + 18

PROPERTY INFORMATION:

Tax Map Information (if known) Tax map: Group: Parcel: Lot:
Street Address 1121 Westbrook Dr. Apartment/Unit #
Current Use: Residential

OTHER INFORMATION:

Requesting Annexation to take advantage of all city services

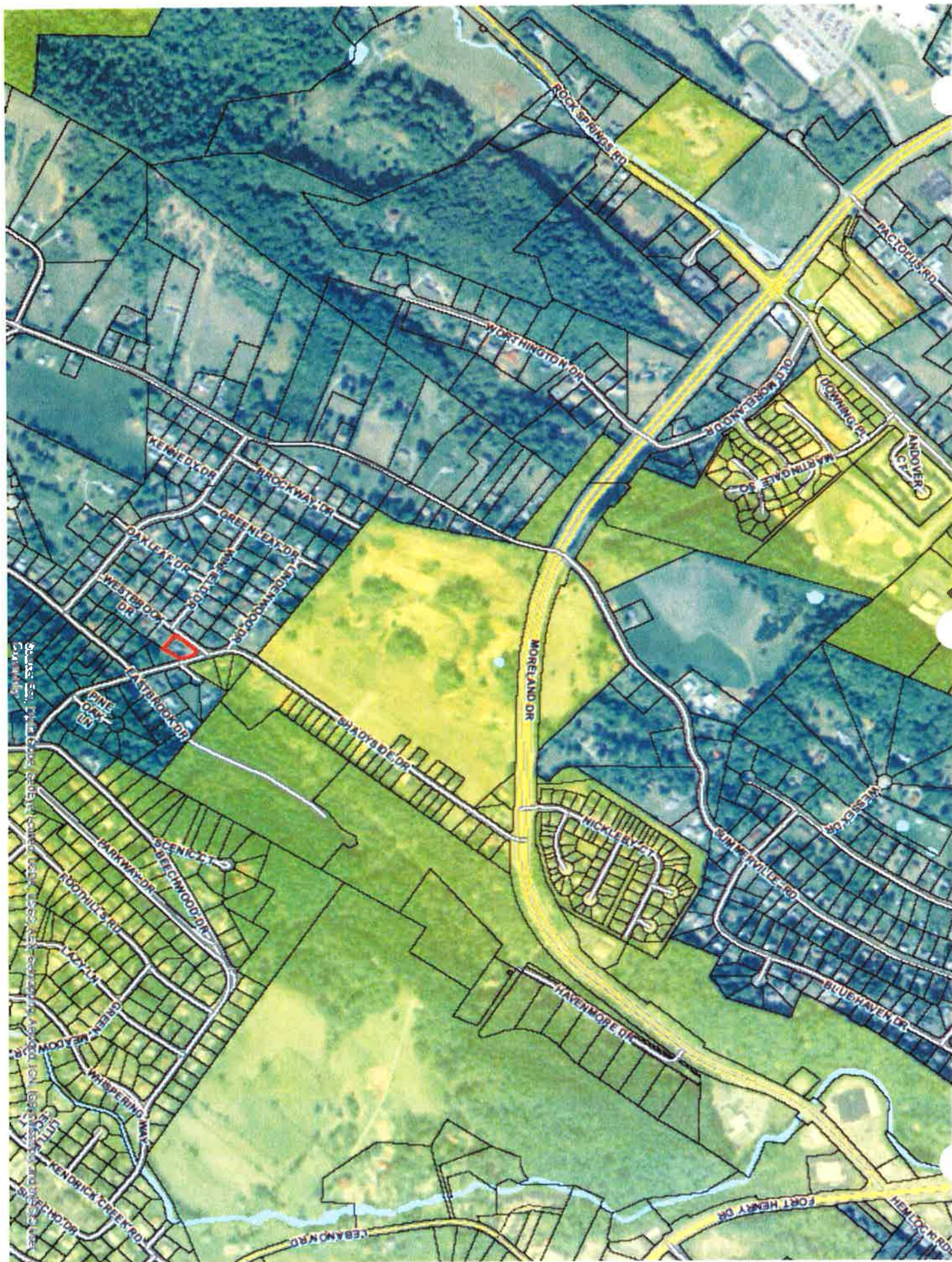
DISCLAIMER AND SIGNATURE

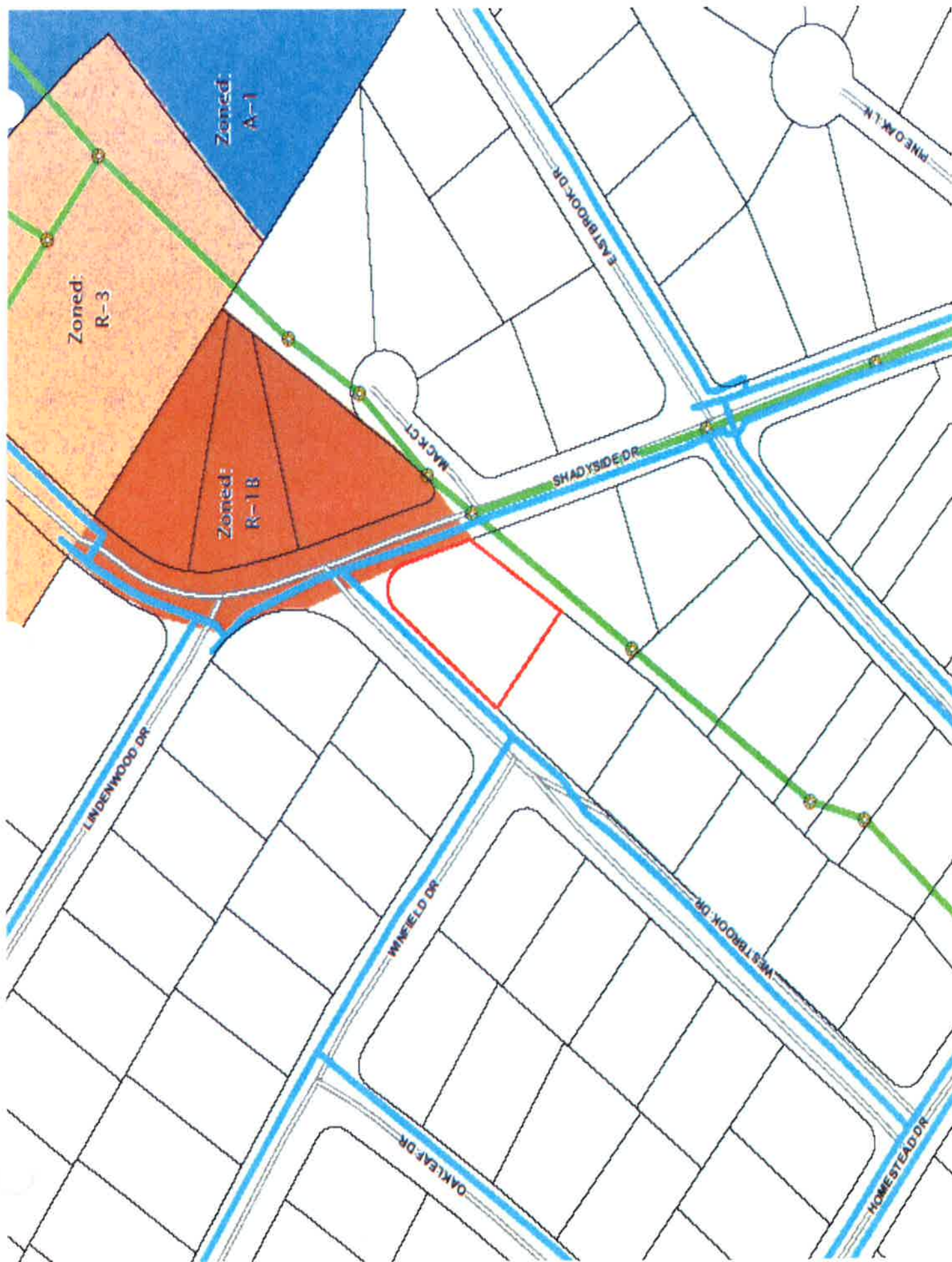
By signing below I state that I have read and understand the conditions of this annexation petition. I further state that I am/we are the sole and legal owner(s) of the property described herein.

Signature: C. Renee H Roach Date: 4-8-16

Signed before me on this 8th day of April, 20 16
a notary public for the State of Tennessee
County of Sullivan
Notary Anne M. Adamson
My Commission Expires 11-25-2019









Rationale

- 1. The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
- 2. Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.
- 3. The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.
- 4. It is reasonably necessary for the welfare of the residents and property owners of the affected territory.
- 5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.



AGENDA ACTION FORM

Amend Zoning Code to Add Indoor Climate-Controlled Storage as a Principal Use for Existing Buildings Only in the B-1 Zone

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

Action Form No.: AF-110-2016
 Work Session: May 16, 2016
 First Reading: May 17, 2016

Final Adoption: June 7, 2016
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance to add indoor climate controlled storage as a principal use for existing buildings only in the B-1 zone.

Executive Summary:

In an effort to amend the B-1 Neighborhood Business District to help promote redevelopment of existing buildings, an amendment to the list of permitted uses in the district is proposed to permit climate-controlled indoor storage in existing buildings only. The use language in question mirrors the language used for climate-controlled indoor storage in the recently created B-2E Central Business Edge District. During their April 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this zoning text amendment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on May 2, 2016.

Attachments:

1. Notice of Public Hearing
2. Zoning Text Amendment in Ordinance Format
3. Staff Report

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



AGENDA ACTION FORM

Amend Zoning Code to Add Indoor Climate-Controlled Storage as a Principal Use for Existing Buildings Only in the B-1 Zone

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

Action Form No.: AF-110-2016
 Work Session: May 16, 2016
 First Reading: May 17, 2016

Final Adoption: June 7, 2016
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to add indoor climate controlled storage as a principal use for existing buildings only in the B-1 zone.

Executive Summary:

In an effort to amend the B-1 Neighborhood Business District to help promote redevelopment of existing buildings, an amendment to the list of permitted uses in the district is proposed to permit climate-controlled indoor storage in existing buildings only. The use language in question mirrors the language used for climate-controlled indoor storage in the recently created B-2E Central Business Edge District. During their April 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this zoning text amendment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on May 2, 2016.

Attachments:

1. Notice of Public Hearing
2. Zoning Text Amendment in Ordinance Format
3. Staff Report

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday May 17, 2016 to consider amending the Code of Ordinances to add indoor climate controlled storage as a principal use for existing buildings only in the B-1 zone. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

All interested persons are invited to attend this meeting and public hearing. A detailed description of the zoning text amendment is on file in the offices of the City Manager, City Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 5/2/16

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-193 (a); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That Section 114-193 (a) of the Code of Ordinances, City of Kingsport, Tennessee is amended by adding subsection (6) as follows:

(6) Climate controlled indoor storage, provided that said facilities are only permitted to occupy existing buildings.

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

B-1 Neighborhood Business District Zoning Text Amendment

Property Information		City-wide	
Address			
Tax Map, Group, Parcel			
Civil District			
Overlay District			
Land Use Designation			
Acres			
Existing Use		Existing Zoning	
Proposed Use		Proposed Zoning	
Owner /Applicant Information			
Name: Kingsport Regional Planning Commission Address: City: State: Zip Code: Email: Phone Number:		Intent: To amend Chapter 114, Article III of Kingsport's Zoning Code to permit climate-controlled indoor storage, provided that said facilities are only permitted to occupy existing buildings, in the B-1 Neighborhood Business District.	
Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends APPROVAL			
Planner:	Justin Steinmann	Date:	4/13/16
Planning Commission Action		Meeting Date:	4/21/16
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

INTENT

To amend Chapter 114, Article III of Kingsport's Zoning Code to permit climate-controlled indoor storage, provided that said facilities are only permitted to occupy existing buildings, in the B-1 Neighborhood Business District.

Introduction:

In an effort to amend the B-1 Neighborhood Business District to help promote redevelopment of existing buildings, an amendment to the list of permitted uses in the district is proposed to permit climate-controlled indoor storage in existing buildings only. The use language in question mirrors the language used for climate-controlled indoor storage in the recently created B-2E Central Business Edge District.

Presentation:

The wording for proposed zoning text amendment is below. The underlined text is new.

Changes to Article III, Section 114-193 – B-1, Neighborhood Business District:

- (a) Principal uses. Principal uses permitted in the B-1, Neighborhood Business District are as follows:
- (1) Only those retail and service activities oriented to serving nearby neighborhoods and not to uses that would draw communitywide traffic into a neighborhood area.
 - (2) Retail uses for sale of goods and merchandise, including food, groceries, gasoline, meals or prepared food, off-premises sale of beer, clothing, medicine, toiletries, hardware, magazines and similar uses.
 - (3) Service uses such as laundries and dry cleaning, appliance repair, barbershops, beauty shops and similar uses.
 - (4) The same as for R-3 districts.
 - (5) Off-premises alcoholic beverage sales.
 - (6) Climate-controlled indoor storage, provided that said facilities are only permitted to occupy existing buildings.



AGENDA ACTION FORM

Budget Cleanup Ordinance for FY16

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

Action Form No.: AF-118-2016
 Work Session: May 16, 2016
 First Reading: May 17, 2016

Final Adoption: June 7, 2016
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance will close old projects by transferring funds to other projects. Indian Trail Drive Extension project (GP1615) will be funded in the amount of \$91,941, the Stone Drive Sidewalk Extension project (GP1623) will be funded in the amount of \$100,500 and the Local Road Sidewalk project (GP1403) will be funded in the amount of \$34,659. Projects GP1227, GP1226, GP1518, GP1417, GP1406, GP1216, GP1416, GP1528, GP1526, MPO11B, GP1401, GP1212 and GP1600 will be closed.

Funds will be transferred to the Combo Sewer Cleaning Vehicle project (SW1604) from the SLS Generator Installation project (SW1300) and close SW1300.

Funds will be transferred to the Storm Water Infrastructure project (ST1602) in the amount of \$222,355 and to the Colonial Heights Phase III project (ST1603) in the amount of \$78,945. Projects ST1502, ST1500, ST1401 and ST1306 will be closed.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JS*

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



AGENDA ACTION FORM

Budget Cleanup Ordinance for FY16

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

Action Form No.: AF-118-2016
 Work Session: May 16, 2016
 First Reading: May 17, 2016

Final Adoption: June 7, 2016
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance will close old projects by transferring funds to other projects. Indian Trail Drive Extension project (GP1615) will be funded in the amount of \$91,941, the Stone Drive Sidewalk Extension project (GP1623) will be funded in the amount of \$100,500 and the Local Road Sidewalk project (GP1403) will be funded in the amount of \$34,659. Projects GP1227, GP1226, GP1518, GP1417, GP1406, GP1216, GP1416, GP1528, GP1526, MPO11B, GP1401, GP1212 and GP1600 will be closed.

Funds will be transferred to the Combo Sewer Cleaning Vehicle project (SW1604) from the SLS Generator Installation project (SW1300) and close SW1300.

Funds will be transferred to the Storm Water Infrastructure project (ST1602) in the amount of \$222,355 and to the Colonial Heights Phase III project (ST1603) in the amount of \$78,945. Projects ST1502, ST1500, ST1401 and ST1306 will be closed.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JS*

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

ORDINANCE NO. _____

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

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

SECTION I. That the General Project Fund and General Project Special Revenue Fund budgets be amended by transferring \$5,881 from the Clinchfield/Roller/Press Improvements project (GP1227), by transferring \$7,646 from the Sullivan St. Improvements project (GP1226), by transferring \$614 from the School Facility to the Street Resurfacing project (GP1518) in the amount of \$12,431, to the Indian Trail Dr. Ext.(GP1615) in the amount of \$1,096 and to the Street Resurfacing project (GP1606) in the amount of \$614; by transferring \$3,504 from the Traffic Equipment project (GP1406) to the Traffic Signal Equipment project (GP1619), by transferring \$1,176 from the Fire Training Facility project (GP1216) to the Fire Training Ground Project, by transferring \$5,658 from the Aquatic Center Parking Lot project (GP1416) to the Aquatic Center Equipment project (NC1609), by transferring \$618 from the Ball Field PK Maintenance Equipment project (GP1526) to the Police Equipment project (GP1528) and by transferring \$729 from the Ball Field PK Maintenance Equipment project (GP1526) to the Street Resurfacing project (1606), by transferring \$90,845 from the Resurfacing Granby/Lewis Lane/University BLVD project (MPO11B) to the Indian Trail Dr. Extension project (GP1615), by transferring \$100,500 from Cooks Valley Road (GP1401) to the Stone Drive Sidewalk Extension project (GP1523), by transferring \$63 from the Farmers Market Phase II (GP1212) to the Street Resurfacing project (GP1606), by transferring \$1,406 from the Street Resurfacing project (NC1600) to the General projects (NC1605), and by transferring \$34,659 from the Roadway Imp Sidewalk Repair project (GP1600) to the Local Roads Sidewalks project (GP1403).

SECTION II. That the Sewer Project Fund budgets be amended by transferring \$54,196 from the SLS Generator Installations project (SW1300) to the Combo SW Cleaning Vehicle project (SW1604).

SECTION III. That the Storm Water Project Fund budget be amended by transferring \$23,048 from the Asset/Inventory-GIS project (ST1306), by transferring \$168,400 from the Storm Water Infrastructure project (ST1401) and by transferring \$56,958 from the Sewer Camera/Trailer project (ST1500) to the Storm Water Infrastructure project ST1602) in the amount of \$222,355 and to the Colonial Heights Phase III project in the amount of \$26,051 and by transferring \$52,894 from the Colonial Heights Phase I project (ST1502) to the Colonial Heights Phase III project (ST1603).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Clinchfield/Roller/Press Impr. (GP1227)</u>			

Revenues:

	\$	\$	\$
311-0000-368-1035 Series 2009 A GO Pub Imp	40,000	0	40,000
311-0000-368-1041 Series 2012C GO Pub Imp	28,447	0	28,447
311-0000-368-1046 Series 2013B GO Pub Imp	463,521	(24,826)	438,695
311-0000-368-2101 Bond Sale Premium	3,427	30,707	34,134
Totals:	535,395	5,881	541,276

Expenditures:

	\$	\$	\$
311-0000-601-2022 Construction Contracts	4,572	0	4,572
311-0000-601-2023 Arch/Eng/Landscaping	56,296	0	56,296
311-0000-601-4041 Bond Sale Expense	7,755	0	7,755
311-0000-601-9003 Improvements	466,772	5,881	472,653
Totals:	535,395	5,881	541,276

Fund 311: General Project Fund**Cifield/Roller/Press Impr. (GP1227)****Revenues:**

	\$	\$	\$
311-0000-368-1035 Series 2009 A GO Pub Imp	40,000	0	40,000
311-0000-368-1041 Series 2012C GO Pub Imp	28,447	0	28,447
311-0000-368-1046 Series 2013B GO Pub Imp	438,695	0	438,695
311-0000-368-2101 Bond Sale Premium	34,134	(5,881)	28,253
Totals:	541,276	(5,881)	535,395

Expenditures:

	\$	\$	\$
311-0000-601-2022 Construction Contracts	4,572	0	4,572
311-0000-601-2023 Arch/Eng/Landscaping	56,296	0	56,296
311-0000-601-4041 Bond Sale Expense	7,755	0	7,755
311-0000-601-9003 Improvements	472,653	(5,881)	466,772
Totals:	541,276	(5,881)	535,395

Fund 311: General Project Fund**Sullivan St Improvements (GP1226)****Revenues:**

	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	135,000	0	135,000
311-0000-368-1040 Series 2011 GO Pub Imp	85,827	0	85,827
311-0000-368-1041 Series 2012C GO Pub Imp	408,804	0	408,804
311-0000-368-1046 Series 2013 B GO Pub Imp	32,274	(32,274)	0
311-0000-368-1047 Series 2014 A GO Pub Imp	12,585	0	12,585
311-0000-368-2101 Premium From Bond Sale	29,892	39,920	69,812
Totals:	704,382	7,646	712,028

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	77,731	0	77,731
311-0000-601-4041 Bond Sale Expense	21,726	7,646	29,372

311-0000-601-9001 Land	26,826	0	26,826
311-0000-601-9003 Improvements	578,099	0	578,099
Totals:	704,382	7,646	712,028

Fund 311: General Project Fund
Sullivan St Improvements (GP1226)

Revenues:	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	135,000	0	135,000
311-0000-368-1040 Series 2011 GO Pub Imp	85,827	0	85,827
311-0000-368-1041 Series 2012C GO Pub Imp	408,804	0	408,804
311-0000-368-1046 Series 2013 B GO Pub Imp	0	0	0
311-0000-368-1047 Series 2014 A GO Pub Imp	12,585	0	12,585
311-0000-368-2101 Premium From Bond Sale	69,812	(7,646)	62,166
Totals:	712,028	(7,646)	704,382

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	77,731	(7,646)	70,085
311-0000-601-4041 Bond Sale Expense	29,372	0	29,372
311-0000-601-9001 Land	26,826	0	26,826
311-0000-601-9003 Improvements	578,099	0	578,099
Totals:	712,028	(7,646)	704,382

Fund 311: General Project Fund
Street Resurfacing (GP1518)

Revenues:	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	97,230	614	97,844
311-0000-368-1040 Series 2011 GO Pub Imp	176,094	0	176,094
311-0000-368-1041 Series 2012C GO Pub Imp	8,593	0	8,593
311-0000-368-1046 Series 2013 B GO Pub Imp	20,017	0	20,017
311-0000-368-1047 Series 2014 A GO Pub Imp	984,673	0	984,673
311-0000-368-2101 Premium From Bond Sale	95,971	11,817	107,788
Totals:	1,382,578	12,431	1,395,009

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,370,105	12,431	1,382,536
311-0000-601-4041 Bond Sale Expense	12,473	0	12,473
Totals:	1,382,578	12,431	1,395,009

Fund 311: General Project Fund
School Facility Study (GP1417)

Revenues:	\$	\$	\$
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311-0000-368-1037 Series 2009D (BABS) GO	190,000	(614)	189,386
Totals:	190,000	(614)	189,386
Expenditures:	\$	\$	\$
311-0000-601-2020 Professional Consultant	190,000	(614)	189,386
Totals:	190,000	(614)	189,386

Fund 311: General Project Fund

Traffic Equipment (GP1406)

Revenues:	\$	\$	\$
311-0000-368-1046 Series 2013 B GO Pub Imp	277,651	(3,504)	277,651
311-0000-391-2101 Premium From Bond Sale	18,246	0	18,246
Totals:	295,897	(3,504)	295,897
Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	3,494	0	3,494
311-0000-601-9006 Purchases \$5,000 & Over	292,403	(3,504)	292,403
Totals:	295,897	(3,504)	295,897

Fund 311: General Project Fund

Traffic Signal Equipment (GP1619)

Revenues:	\$	\$	\$
311-0000-368-1046 Series 2013 B GO Pub Imp	0	3,504	3,504
311-0000-391-0100 From General Fund	62,808	0	62,808
Totals:	62,808	3,504	66,312
Expenditures:	\$	\$	\$
311-0000-601-2031 Electric Street Lights	62,808	3,504	66,312
Totals:	62,808	3,504	66,312

Fund 311: General Project Fund

Fire Training Facility (GP1216)

Revenues:	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	504,355	0	504,355
311-0000-368-1046 Series 2013 B GO Pub Imp	100,000	(4,965)	95,035
311-0000-391-2101 Premium From Bond Sale	6,119	6,141	12,260
Totals:	610,474	1,176	611,650

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	318	0	318
311-0000-601-4041 Bond Expense	11,650	0	11,650
311-0000-601-9003 Improvements	598,506	1,176	599,682

Totals:

610,474	1,176	611,650
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Fund 311: General Project Fund**Fire Training Facility (GP1216)****Revenues:**

	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	504,355	0	504,355
311-0000-368-1046 Series 2013 B GO Pub Imp	95,035	0	95,035
311-0000-391-2101 Premium From Bond Sale	12,260	(1,176)	11,084
Totals:	611,650	(1,176)	610,474

Expenditures:

	\$	\$	\$
311-0000-601-2022 Construction Contracts	318	0	318
311-0000-601-4041 Bond Expense	11,650	0	11,650
311-0000-601-9003 Improvements	599,682	(1,176)	598,506
Totals:	611,650	(1,176)	610,474

Fund 311: General Project Fund**Fire Training Ground (GP1521)****Revenues:**

	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	40,000	0	40,000
311-0000-368-1047 Series 2014 A GO Pub Imp	271,890	0	271,890
311-0000-368-2101 Bond Sale Expense	28,791	1,176	28,791
Totals:	340,681	1,176	341,857

Expenditures:

	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	3,742	0	3,742
311-0000-601-9003 Improvements	336,939	1,176	338,115
Totals:	340,681	1,176	341,857

Fund 311: General Project Fund**Aquatic Center Parking Lot (GP1416)****Revenues:**

	\$	\$	\$
311-0000-364-3000 From Non-Profit Groups	20,000	(5,658)	14,342
311-0000-368-1040 Series 2011 GO Pub Imp	72,000	0	72,000
Totals:	92,000	(5,658)	86,342

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/ Landscaping	5,000	(5,000)	0
311-0000-601-9003 Improvements	87,000	(658)	86,342
Totals:	92,000	(5,658)	86,342

Fund 111: General Project-Special Rev. Fund**Aquatic Center Equipment (NC1609)****Revenues:**

\$	\$	\$
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111-0000-364-3000 From Non-Profit Groups

Totals:

0	5,658	5,658
0	5,658	5,658

Expenditures:

111-0000-601-9004 Equipment

Totals:

\$ 0	\$ 5,658	\$ 5,658
0	5,658	5,658

Fund 311: General Project Fund

Police Equipment (GP1528)

Revenues:

311-0000-368-1047 Series 2014 A GO Pub Imp

311-0000-368-2101 Premium From Bond Sale

Totals:

\$ 35,652	\$ 618	\$ 36,270
3,733	0	3,733
39,385	618	40,003

Expenditures:

311-0000-601-4041 Bond Sale Expense

311-0000-601-9003 Improvements

311-0000-601-9006 Purchases \$5,000 & Over

Totals:

\$ 485	\$ 0	\$ 485
38,900	(38,900)	0
0	39,518	39,518
39,385	618	40,003

Fund 311: General Project Fund

Ball Field PK Mnt Equipment (GP1526)

Revenues:

311-0000-368-1047 2014 A GO Bonds

311-0000-368-2101 Premium From Bond Sale

Totals:

\$ 66,631	\$ (1,347)	\$ 65,284
6,977	0	6,977
73,608	(1,347)	72,261

Expenditures:

311-0000-601-4041 Bond Sale Expense

311-0000-601-9003 Improvements

311-0000-601-9006 Purchases 5,000 & Over

Totals:

\$ 907	\$ 0	\$ 907
72,701	(72,701)	0
0	71,354	71,354
73,608	(1,347)	72,261

Fund 122: MPO Fund

Resrf GranbyLewln/Unibvd (MP011B)

Revenues:

122-0000-337-5210 FHWA/TN FHWA 80%

122-0000-391-0100 From General Fund

Totals:

\$ 1,175,423	\$ 55,472	\$ 1,230,895
398,972	(90,845)	308,127
1,574,395	(35,373)	1,539,022

Expenditures:

122-0000-609-2010 Advertising & Publications

122-0000-609-2022 Construction Contracts

122-0000-609-2023 Arch/Eng/Landscaping

Totals:

\$ 303	\$ (303)	\$ 0
1,506,250	(90,542)	1,415,708
67,842	55,472	123,314
1,574,395	(35,373)	1,539,022

Fund 311: General Project Fund**Indian Trail Dr Ext. (GP1615)****Revenues:**

	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	253,635	0	253,635
311-0000-368-1046 Series 2013 B GO Pub Imp	45,000	0	45,000
311-0000-368-1047 2014 A GO Bonds	6,645	0	6,645
311-0000-368-2101 Premium From Bond Sale	0	1,096	1,096
311-0000-391-0100 From General Fund	0	90,845	90,845
Totals:	305,280	91,941	397,221

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	305,280	91,941	397,221
Totals:	305,280	91,941	397,221

Fund 311: General Project Fund**Cooks Valley Road (GP1401)****Revenues:**

	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	459,694	0	459,694
311-0000-368-1046 Series 2013 B GO Pub Imp	801,186	11,761	812,947
311-0000-368-2101 Premium From Bond Sale	61,414	0	61,414
Totals:	1,322,294	11,761	1,334,055

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	91,000	0	91,000
311-0000-601-2097 State Reviews & Permits	2,000	0	2,000
311-0000-601-4041 Bond Sale Expense	11,762	0	11,762
311-0000-601-9001 Land	6,238	0	6,238
311-0000-601-9003 Improvements	1,211,294	11,761	1,223,055
Totals:	1,322,294	11,761	1,334,055

Fund 311: General Project Fund**Cooks Valley Road (GP1401)****Revenues:**

	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	459,694	0	459,694
311-0000-368-1046 Series 2013 B GO Pub Imp	812,947	(100,500)	712,447
311-0000-368-2101 Premium From Bond Sale	61,414	0	61,414
Totals:	1,334,055	(100,500)	1,233,555

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	91,000	(10,916)	80,084
311-0000-601-2097 State Reviews & Permits	2,000	(891)	1,109
311-0000-601-4041 Bond Sale Expense	11,762	0	11,762

311-0000-601-9001 Land	6,238	(5,838)	400
311-0000-601-9003 Improvements	1,223,055	(82,855)	1,140,200
Totals:	1,334,055	(100,500)	1,233,555

Fund 311: General Project Fund
Stone Dr Sidewalk Ext. (GP1623)

Revenues:

311-0000-368-1046 Series 2013 B GO Pub Imp	\$ 0	\$ 100,500	\$ 100,500
Totals:	0	100,500	100,500

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 0	\$ 8,000	\$ 8,000
311-0000-601-9003 Improvements	0	92,500	92,500
Totals:	0	100,500	100,500

Fund 311: General Project Fund
Street Resurfacing (GP1606)

Revenues:

311-0000-368-1040 Series 2011 GO Pub Imp	\$ 30,000	\$ 0	\$ 30,000
311-0000-368-1046 Series 2013 B GO Pub Imp	28,733	63	28,796
311-0000-368-1047 Series 2014 A GO Pub Imp	20,148	729	20,877
311-0000-368-1051 Series 2015 A (Oct) GP PI	47,000	0	47,000
311-0000-368-2101 Premium From Bond Sale	0	614	614
Totals:	125,881	1,406	127,287

Expenditures:

311-0000-601-2022 Construction Contracts	\$ 125,881	\$ 1,406	\$ 127,287
Totals:	125,881	1,406	127,287

Fund 311: General Project Fund
Farmers Market Phase II (GP1212)

Revenues:

311-0000-368-1037 Series 2009D (BABS) GO	\$ 44,275	\$ 0	\$ 44,275
311-0000-368-1040 Series 2011 GO Pub Imp	764,602	0	764,602
311-0000-368-1046 Series 2013 B GO Pub Imp	36,479	(63)	36,416
311-0000-368-2101 Premium From Bond Sale	9,276	0	9,276
Totals:	854,632	(63)	854,569

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 34,399	\$ 2,924	\$ 37,323
311-0000-601-4041 Bond Sale Expense	15,878	0	15,878
311-0000-601-9003 Improvements	804,355	(2,987)	801,368

Totals:**125,881****(63)****854,569****Fund 111: General Project-Special Rev. Fund**
Street Resurfacing (NC1600)**Revenues:**

\$

\$

\$

111-0000-391-0100 From General Fund

566,920

(1,406)

565,514

Totals:**566,920****(1,406)****565,514****Expenditures:**

\$

\$

\$

111-0000-601-2022 Construction Contracts

499,493

(1,406)

498,087

111-0000-601-2023 Arch/Eng/Landscaping

67,427

0

67,427

Totals:**566,920****(1,406)****565,514****Fund 111: General Project-Special Rev. Fund**
General Projects (NC1605)**Revenues:**

\$

\$

\$

111-0000-391-0100 From General Fund

129,279

1,406

130,685

Totals:**129,279****1,406****130,685****Expenditures:**

\$

\$

\$

111-0000-601-2020 Professional Consultant

80,000

1,406

81,406

111-0000-601-2022 Construction Contracts

20,000

0

20,000

111-0000-601-2023 Arch/Eng/Landscaping

15,000

0

15,000

111-0000-601-9004 Equipment

14,279

0

14,279

Totals:**129,279****1,406****130,685****Fund 311: General Project Fund**
Roadway Imp Sidewalk Repair (GP1600)**Revenues:**

\$

\$

\$

311-0000-368-1047 2014 A GO Bonds

40,000

(34,659)

5,341

Totals:**40,000****(34,659)****5,341****Expenditures:**

\$

\$

\$

311-0000-601-2022 Construction Contracts

30,000

(24,659)

5,341

311-0000-601-9003 Improvements

10,000

(10,000)

0

Totals:**40,000****(34,659)****5,341****Fund 311: General Project Fund**
Local Roads Sidewalks (GP1403)**Revenues:**

\$

\$

\$

311-0000-368-1046 Series 2013 B GO Pub Imp

0

14,896

14,896

311-0000-368-1047	2014 A GO Bonds	0	34,659	34,659
311-0000-368-1051	Series 2015 A (Oct) GP PI	492,234	0	492,234
311-0000-368-2101	Premium from Bond Sale	20,880	18,424	39,304
Totals:		513,114	67,979	581,093

Expenditures:

311-0000-601-4041	Bond Sale Expense	\$ 13,114	\$ 0	\$ 13,114
311-0000-601-9003	Improvements	500,000	67,979	567,979
Totals:		513,114	67,979	581,093

Fund 452: Sewer Project Fund
SLS Generator Installatns (SW1300)

Revenues:

452-0000-391-4200	From Sewer Fund	\$ 900,000	\$ (54,196)	\$ 845,804
Totals:		900,000	(54,196)	845,804

Expenditures:

452-0000-606-2022	Construction Contracts	\$ 0	\$ 719,709	\$ 719,709
452-0000-606-9006	Purchases \$5,000 & Over	900,000	(773,905)	126,095
Totals:		900,000	(54,196)	845,804

Fund 452: Sewer Project Fund
Combo SW Cleaning Vehicle (SW1604)

Revenues:

452-0000-391-4200	From Sewer Fund	\$ 300,000	\$ 54,196	\$ 354,196
Totals:		300,000	54,196	354,196

Expenditures:

452-0000-606-9006	Purchases \$5,000 & Over	300,000	54,196	354,196
Totals:		300,000	54,196	354,196

Fund 457: Storm Water Project Fund
Asset/Inventory-GIS (ST1306)

Revenues:

457-0000-391-9500	From Storm Water Fund	\$ 72,740	\$ (23,048)	\$ 49,692
Totals:		72,740	(23,048)	49,692

Expenditures:

457-0000-622-1010	Salaries & Wages	40,720	(6,191)	34,529
457-0000-622-1020	Social Security	8,000	(6,115)	1,885
457-0000-622-1060	Workmen's Comp	800	(788)	12
457-0000-622-1061	Unemployment	120	(40)	80
457-0000-622-2042	Personal Vehicle Reimbs	600	(514)	86
457-0000-622-3020	Operating Supplies & Tools	9,400	(9,400)	0
457-0000-622-9006	Purchases \$5,000 & Over	13,100	0	13,100

Totals:

72,740	(23,048)	49,692
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Fund 457: Storm Water Project Fund**Storm Water Infrastructure (ST1401)****Revenues:**

457-0000-391-9500 From Storm Water Fund

Totals:

\$	\$	\$
277,696	(168,400)	109,296
277,696	(168,400)	109,296

Expenditures:

457-0000-622-2022 Construction Contracts

457-0000-622-2023 Arch/Eng/Landscaping

457-0000-622-9001 Land

457-0000-622-9004 Equipment

Totals:

\$	\$	\$
122,896	(120,310)	2,586
38,800	(38,800)	0
1,000	(1,000)	0
115,000	(8,290)	106,710
277,696	(168,400)	109,296

Fund 457: Storm Water Project Fund**Storm Water Infrastructure (ST1602)****Revenues:**

457-0000-391-9500 From Storm Water Fund

Totals:

\$	\$	\$
0	222,355	222,355
0	222,355	222,355

Expenditures:

457-0000-622-2022 Construction Contracts

457-0000-622-2023 Arch/Eng/Landscaping

457-0000-622-9001 Land

457-0000-622-9004 Equipment

Totals:

\$	\$	\$
0	174,265	174,265
0	38,800	38,800
0	1,000	1,000
0	8,290	8,290
0	222,355	222,355

Fund 457: Storm Water Project Fund**Sewer Camera/Trailer (ST1500)****Revenues:**

457-0000-391-9500 From Storm Water Fund

Totals:

\$	\$	\$
120,000	(56,958)	63,042
120,000	(56,958)	63,042

Expenditures:

457-0000-622-9006 Purchases \$5,000 & Over

Totals:

\$	\$	\$
120,000	(56,958)	63,042
120,000	(56,958)	63,042

Fund 457: Storm Water Project Fund**Colonial Hgts Phase 1 (ST1502)****Revenues:**

457-0000-391-9500 From Storm Water Fund

Totals:

\$	\$	\$
57,100	(52,894)	4,206
57,100	(52,894)	4,206

Expenditures:

457-0000-622-2022 Construction Contracts

457-0000-622-2023 Arch/Eng/Landscaping

Totals:

\$	\$	\$
57,100	(57,100)	0
0	4,206	4,206
57,100	(52,894)	4,206

Fund 457: Storm Water Project Fund**Colonial Hgts Phase III (ST1603)****Revenues:**

457-0000-391-9500 From Storm Water Fund

Totals:

\$	\$	\$
0	78,945	78,945
0	78,945	78,945

Expenditures:

457-0000-622-2022 Construction Contracts

457-0000-622-2023 Arch/Eng/Landscaping

Totals:

\$	\$	\$
0	69,245	69,245
0	9,700	9,700
0	78,945	78,945

SECTION IV. 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:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Award Contract and Budget Ordinance to Transfer Funds and for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 3 Project

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

Action Form No.: AF-121-2016
 Work Session: May 16, 2016
 First Reading: May 17, 2016

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: R. McReynolds/C. Austin

Recommendation:

Approve the Budget Ordinance and Resolution.

Executive Summary:

Bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase 3 project on May 11, 2016. This project consists of construction of approximately 23,500 LF sanitary sewer infrastructure, including manholes and laterals; and approximately 320 LF of waterlines, including appurtenances. The construction must be complete by December 10, 2016.

Funding has been identified and allocated to various projects in the Water and Sewer Funds. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. This ordinance will reallocate existing funds to the project; no new funds are being requested.

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

Base Bid.....	\$2,646,731.00
Engineering Fees 14%	392,775.00
Contingency 6%	158,804.00
Total Project Cost.....	\$3,198,310.00

A budget ordinance appropriating funds to WA1502 from WA1404 is requested.

Engineering estimate for the base bid of the referenced project was \$2,761,339.00

Attachments:

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

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

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Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE COLONIAL HEIGHTS PHASE 3 PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring \$43,770 from the Annex/Fire Hydrants project (WA1404) to the Colonial Heights Phase 3 project (WA1502).

Account Number/Description:

Fund 451: Water Fund

Annex/ Fire Hydrants (WA1404)

Revenues:

451-0000-391-0529 2013B GO Pub Imp. Bonds

451-0000-391-4500 From the Water Fund

451-0000-391-4600 Reserve Outside City Imp

Totals:

Budget

Incr/<Decr>

New Budget

\$	\$	\$
300,000	(43,770)	256,230
87,612	0	87,612
56,207	0	56,207
443,819	(43,770)	400,049

Expenditures:

451-0000-605-2022 Construction Contracts

451-0000-605-2023 Arch/Eng/Landscaping

Totals:

260,000	(43,770)	216,230
183,819	0	183,819
443,819	(43,770)	400,049

Fund 451: Water Project Fund

Colonial Heights Phase 3 (WA1502)

Revenues:

451-0000-391-0529 2013B GO Pub Imp. Bonds

Totals:

\$	\$	\$
0	43,770	43,770
0	43,770	43,770

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping

451-0000-605-9003 Improvements

Totals:

0	5,400	5,400
0	38,370	38,370
0	43,770	43,770

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE SANITARY SEWER FACILITIES AND WATERLINE UPGRADES- COLONIAL HEIGHTS PHASE 3 PROJECT TO EAST TENNESSEE TURF AND LANDSCAPE 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 11, 2016, for the Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase 3 project; and

WHEREAS, upon review of the bids, the board finds East Tennessee Turf and Landscape 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 construction of approximately 23,500 linear feet of sanitary sewer infrastructure, including manholes and laterals; and approximately 320 linear feet of waterlines, including appurtenances, from East Tennessee Turf and Landscape Construction, Inc. at an estimated construction cost of \$2,646,731.00; and

WHEREAS, funding is identified in project numbers SW1502, ST1603, NC1600, and WA1502.

Now therefore,

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

SECTION I. That the bid for the Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase 3 project, consisting of construction of approximately 23,500 linear feet of sanitary sewer infrastructure, including manholes and laterals; and approximately 320 linear feet of waterlines, including appurtenances, at an estimated cost of \$2,646,731.00 is awarded to East Tennessee Turf and Landscape, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 17th day of May, 2016.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MINUTES
BID OPENING
May 11, 2016
4:00 P.M.**

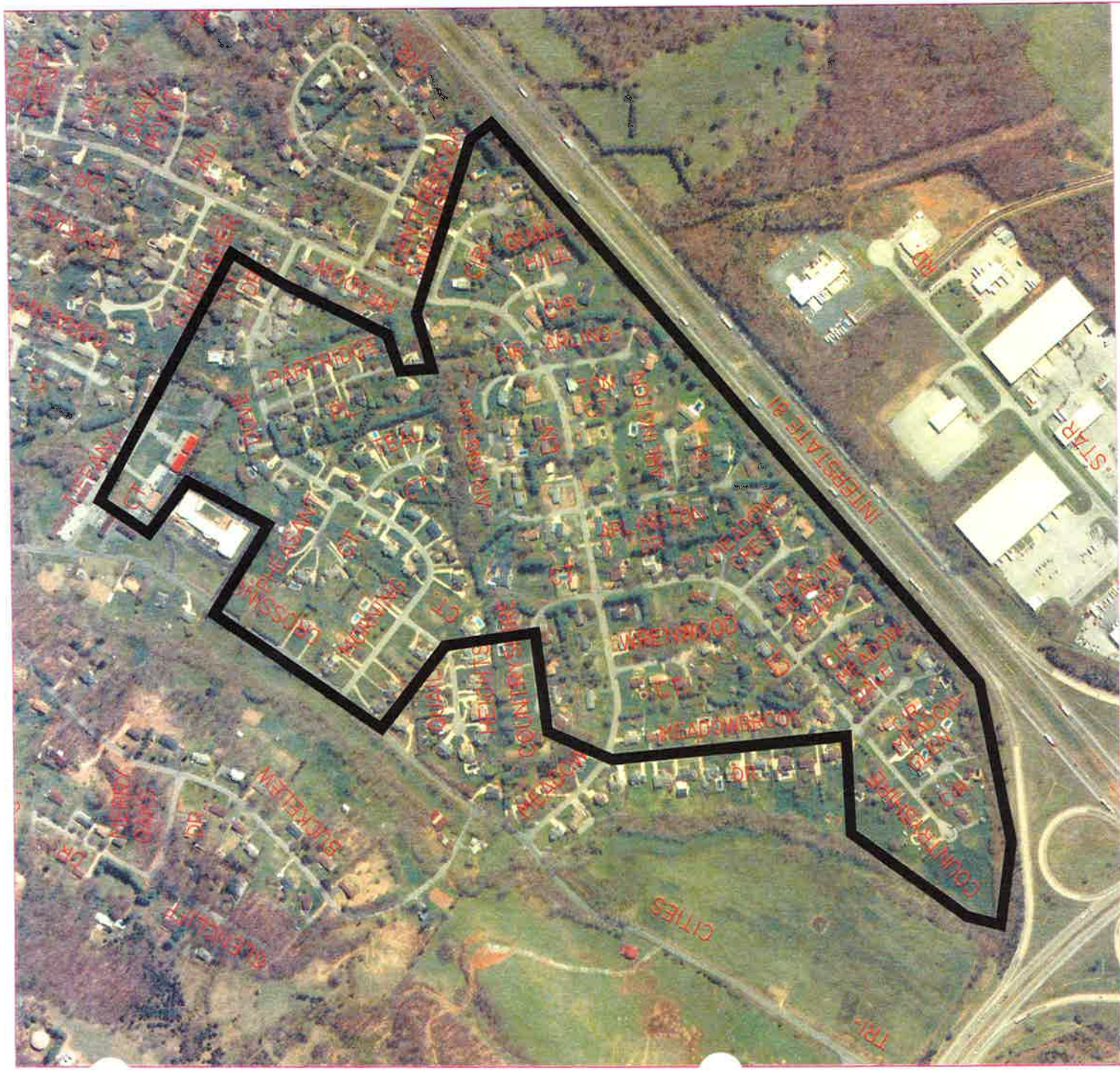
Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Mike Hickman, Engineering Dept.; and Chad Austin, Water Distribution Manager

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

The Procurement Manager opened with the following bids:

SANITARY SEWER FACILITIES & WATERLINE UPGRADES COLONIAL HEIGHTS PHASE III		
Vendor:	Total Cost:	Comments:
East TN Turf & Landscape	\$2,646,731.00	N/A
Merkel Bros. Construction	\$3,398,442.00	N/A
Summers-Taylor	\$2,997,454.30	N/A
Baker's Construction Services	\$3,588,553.54	Markovers present and initialed
Thomas Construction	\$2,983,248.00	N/A

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



PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE III

BID TABULATION - SANITARY SEWER FACILITIES & WATERLINE UPGRADES: COLONIAL HEIGHTS PHASE 3

ITEM NO.	QUAN	UNIT	DESCRIPTION	EAST TN TURF & LANDSCAPE		THOMAS CONSTRUCTION CO.		SUMMERS TAYLOR, INC.		MERKEL BROS. CONSTR., INC		BAKER'S CONSTR. SERVICES	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1,861	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT (SECTION 31 23 33)	\$ 21.00	\$ 39,081.00	\$ 1.00	\$ 1,861.00	\$ 19.00	\$ 35,359.00	\$ 22.00	\$ 40,942.00	\$ 32.00	\$ 59,552.00
2	1	LS	MOBILIZATION, CLEARING AND GRUBBING (SECTION 31 11 00)	\$ 150,000.00	\$ 150,000.00	\$ 158,000.00	\$ 158,000.00	\$ 69,750.00	\$ 69,750.00	\$ 200,000.00	\$ 200,000.00	\$ 289,400.00	\$ 289,400.00
3	1	LS	PROTECTION OF LIVING SHRUBS AND TREES (SECTION 31 11 00)	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00	\$ 35,000.00
4	14,050	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 309,100.00	\$ 17.00	\$ 238,850.00	\$ 32.00	\$ 449,600.00	\$ 24.00	\$ 337,200.00	\$ 28.00	\$ 393,400.00
5	9,810	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 343,350.00	\$ 35.00	\$ 343,350.00	\$ 35.00	\$ 343,350.00	\$ 35.00	\$ 343,350.00	\$ 35.00	\$ 343,350.00
6	2	EA	CREEK CROSSINGS (SECTION 33 05 10) (SEE DETAIL)	\$ 17,000.00	\$ 34,000.00	\$ 18,900.00	\$ 37,800.00	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00	\$ 4,366.82	\$ 8,733.64
7	3	EA	REPLACE/REBUILD CATCH BASINS IF NECESSARY (SECTION 33 40 00)	\$ 2,000.00	\$ 6,000.00	\$ 2,300.00	\$ 6,900.00	\$ 1,850.00	\$ 5,550.00	\$ 3,000.00	\$ 9,000.00	\$ 2,500.00	\$ 7,500.00
8	20	LF	24" HDPE STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 25.00	\$ 500.00	\$ 17.00	\$ 340.00	\$ 28.00	\$ 560.00	\$ 60.00	\$ 1,200.00	\$ 90.00	\$ 1,800.00
9	20	LF	15" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 20.00	\$ 400.00	\$ 13.00	\$ 260.00	\$ 25.00	\$ 500.00	\$ 60.00	\$ 1,200.00	\$ 80.00	\$ 1,600.00
10	40	LF	18" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 20.00	\$ 800.00	\$ 16.00	\$ 640.00	\$ 26.00	\$ 1,040.00	\$ 60.00	\$ 2,400.00	\$ 85.00	\$ 3,400.00
11	20	LF	18" RCP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 25.00	\$ 500.00	\$ 23.00	\$ 460.00	\$ 29.00	\$ 580.00	\$ 60.00	\$ 1,200.00	\$ 90.00	\$ 1,800.00
12	50	LF	24" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 30.00	\$ 1,500.00	\$ 19.00	\$ 950.00	\$ 31.00	\$ 1,550.00	\$ 70.00	\$ 3,500.00	\$ 120.00	\$ 6,000.00
13	10	LF	36" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 50.00	\$ 500.00	\$ 30.00	\$ 300.00	\$ 46.00	\$ 460.00	\$ 200.00	\$ 2,000.00	\$ 125.00	\$ 1,250.00
14	10	LF	12" RCP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 20.00	\$ 200.00	\$ 19.00	\$ 190.00	\$ 26.00	\$ 260.00	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00
15	1,700	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY)(SECTION 32 31 13)	\$ 10.00	\$ 17,000.00	\$ 15.00	\$ 25,500.00	\$ 17.50	\$ 29,750.00	\$ 15.00	\$ 25,500.00	\$ 35.00	\$ 59,500.00
16	1	LS	SEEDING WITH MULCH (SECTION 32 92 21)	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00	\$ 75,000.00	\$ 75,000.00	\$ 200,000.00	\$ 200,000.00	\$ 40,000.00	\$ 40,000.00
17	165	LF	MOUNTABLE CONCRETE GUTTER (MATCH EXISTING)(SECTION 32 16 13)	\$ 20.00	\$ 3,300.00	\$ 20.00	\$ 3,300.00	\$ 33.00	\$ 5,445.00	\$ 30.00	\$ 4,950.00	\$ 55.00	\$ 9,075.00
18	100	LF	EXTRUDED 6" CONCRETE CURB (MATCH EXISTING)(SECTION 32 16 13)	\$ 12.00	\$ 1,200.00	\$ 10.00	\$ 1,000.00	\$ 12.00	\$ 1,200.00	\$ 25.00	\$ 2,500.00	\$ 35.00	\$ 3,500.00
19	250	SY	REPLACE 6" CONCRETE DRIVEWAY LINE M (SECTION 32 16 13)	\$ 60.00	\$ 15,000.00	\$ 70.00	\$ 17,500.00	\$ 45.00	\$ 11,250.00	\$ 70.00	\$ 17,500.00	\$ 85.83	\$ 21,457.50
20	710	GA	TACK COAT (SECTION 32 12 16)	\$ 2.00	\$ 1,420.00	\$ 3.00	\$ 2,130.00	\$ 3.40	\$ 2,414.00	\$ 3.00	\$ 2,130.00	\$ 2.72	\$ 1,931.20
21	1,475	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 85.00	\$ 125,375.00	\$ 130.00	\$ 191,750.00	\$ 110.00	\$ 162,250.00	\$ 150.00	\$ 221,250.00	\$ 92.25	\$ 136,068.75
22	580	T	ASPHALT TOPPING 1-1/4" - TDOT D MIX (SECTION 32 12 16)	\$ 110.00	\$ 63,800.00	\$ 96.00	\$ 55,680.00	\$ 91.00	\$ 52,780.00	\$ 103.00	\$ 59,740.00	\$ 82.00	\$ 47,560.00
23	2,300	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 85.00	\$ 195,500.00	\$ 84.00	\$ 193,200.00	\$ 92.00	\$ 211,600.00	\$ 80.00	\$ 184,000.00	\$ 71.75	\$ 165,025.00
24	1	LS	SOIL & EROSION CONTROL (SECTION 31 25 13)	\$ 10,000.00	\$ 10,000.00	\$ 7,200.00	\$ 7,200.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00

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				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
25	18,200	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 30.00	\$ 546,000.00	\$ 46.00	\$ 837,200.00	\$ 42.00	\$ 764,400.00	\$ 48.00	\$ 873,600.00	\$ 52.00	\$ 946,400.00
26	4,900	LF	6" PVC SEWER (SECTION 33 30 00)	\$ 23.00	\$ 112,700.00	\$ 43.00	\$ 210,700.00	\$ 37.00	\$ 181,300.00	\$ 26.00	\$ 127,400.00	\$ 48.00	\$ 235,200.00
27	163	LF	10" PVC SEWER (SECTION 33 30 00)	\$ 40.00	\$ 6,520.00	\$ 84.00	\$ 13,692.00	\$ 42.00	\$ 6,846.00	\$ 50.00	\$ 8,150.00	\$ 86.26	\$ 14,060.38
28	188	LF	10" DUCTILE IRON SEWER (SECTION 33 30 00)	\$ 100.00	\$ 18,800.00	\$ 95.00	\$ 17,860.00	\$ 80.00	\$ 15,040.00	\$ 70.00	\$ 13,160.00	\$ 105.32	\$ 19,800.16
29	10	LF	12" PVC SEWER (SECTION 33 30 00)	\$ 99.00	\$ 990.00	\$ 200.00	\$ 2,000.00	\$ 81.00	\$ 810.00	\$ 75.00	\$ 750.00	\$ 125.00	\$ 1,250.00
30	40	LF	12" DIP SEWER (SECTION 33 30 00)	\$ 130.00	\$ 5,200.00	\$ 150.00	\$ 6,000.00	\$ 110.00	\$ 4,400.00	\$ 100.00	\$ 4,000.00	\$ 140.00	\$ 5,600.00
31	163	EA	SEWER LATERAL ASSEMBLIES (8x8x6 PVC TEES) (SECTION 33 30 00)	\$ 150.00	\$ 24,450.00	\$ 125.00	\$ 20,375.00	\$ 51.70	\$ 8,427.10	\$ 150.00	\$ 24,450.00	\$ 300.00	\$ 48,900.00
32	188	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 400.00	\$ 75,200.00	\$ 370.00	\$ 69,560.00	\$ 213.30	\$ 40,100.40	\$ 450.00	\$ 84,600.00	\$ 550.00	\$ 103,400.00
33	113	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 2,000.00	\$ 226,000.00	\$ 2,000.00	\$ 226,000.00	\$ 2,250.00	\$ 254,250.00	\$ 2,500.00	\$ 282,500.00	\$ 2,900.00	\$ 327,700.00
34	1	EA	ADJUST EXISTING MANHOLES (SECTION 33 30 00)	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 910.00	\$ 910.00	\$ 2,500.00	\$ 2,500.00	\$ 314.17	\$ 314.17
35	9	EA	WATERTIGHT LIDS & CASTINGS (SECTION 33 30 00)	\$ 450.00	\$ 4,050.00	\$ 560.00	\$ 5,040.00	\$ 525.00	\$ 4,725.00	\$ 500.00	\$ 4,500.00	\$ 486.17	\$ 4,375.53
36	58	VF	EXTRA DEPTH MANHOLE (SECTION 33 30 00)	\$ 200.00	\$ 11,600.00	\$ 175.00	\$ 10,150.00	\$ 87.00	\$ 5,046.00	\$ 400.00	\$ 23,200.00	\$ 200.00	\$ 11,600.00
37	4	EA	INSIDE DROP CONNECTION (DOES NOT INCLUDE MANHOLE) (SECTION 33 30 00)	\$ 1,000.00	\$ 4,000.00	\$ 1,100.00	\$ 4,400.00	\$ 1,248.00	\$ 4,992.00	\$ 3,000.00	\$ 12,000.00	\$ 982.85	\$ 3,931.40
38	1	EA	REMOVE & REPLACE WITH NEW OR RELOCATE STORAGE BUILDING STA. 0+85 LINE R1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
39	1	LS	LANDSCAPING ALLOWANCE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
SEWER TOTALS:					\$ 2,428,536.00		\$ 2,778,438.00		\$ 2,808,894.50		\$ 3,180,872.00		\$ 3,415,434.73
WATERLINE QUANTITIES													
40	70	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 2,450.00	\$ 35.00	\$ 2,450.00	\$ 35.00	\$ 2,450.00	\$ 35.00	\$ 2,450.00	\$ 35.00	\$ 2,450.00
41	20	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 440.00	\$ 17.00	\$ 340.00	\$ 23.00	\$ 460.00	\$ 30.00	\$ 600.00	\$ 28.00	\$ 560.00
42	40	GA	TACK COAT (SECTION 32 12 16)	\$ 2.00	\$ 80.00	\$ 3.00	\$ 120.00	\$ 3.40	\$ 136.00	\$ 3.00	\$ 120.00	\$ 2.72	\$ 108.80
43	10	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 90.00	\$ 900.00	\$ 165.00	\$ 1,650.00	\$ 114.00	\$ 1,140.00	\$ 200.00	\$ 2,000.00	\$ 117.88	\$ 1,178.80
44	20	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 96.00	\$ 1,920.00	\$ 150.00	\$ 3,000.00	\$ 75.85	\$ 1,517.00
45	20	SY	CONCRETE REPLACEMENT 6" (DRIVEWAYS (SECTION 03 30 00)	\$ 60.00	\$ 1,200.00	\$ 115.00	\$ 2,300.00	\$ 61.69	\$ 1,233.80	\$ 70.00	\$ 1,400.00	\$ 65.00	\$ 1,300.00
46	320	LF	6" CEMENT LINED DUCTILE IRON WATER PIPE CLASS 350 200 PSI WORKING PRESS (SECTION 33 11 00)	\$ 50.00	\$ 16,000.00	\$ 43.00	\$ 13,760.00	\$ 43.00	\$ 13,760.00	\$ 40.00	\$ 12,800.00	\$ 48.00	\$ 15,360.00

ITEM NO.	QUAN	UNIT	DESCRIPTION	EAST TN TURF & LANDSCAPE		THOMAS CONSTRUCTION CO.		SUMMERS TAYLOR, INC.		MERKEL BROS. CONSTR., INC		BAKER'S CONSTR. SERVICES	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
47	1.00	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - SHORT SERVICE WITH METER BOX AND SETTER (33 11 00)	\$ 800.00	\$ 800.00	\$ 480.00	\$ 480.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00
48	1.00	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - LONG SERVICE WITH METER BOX AND SETTER (33 11 00)	\$ 1,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00	\$ 3,100.00	\$ 3,100.00	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00
49	1	EA	FIRE HYDRANT ASSEMBLY ASSEMBLIES (SECTION 33 11 00)	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
50	1	EA	CONNECT TO EXISTING 6" WITH 6" TAPPING SLEEVE AND VALVE (SECTION 33 11 00)	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00
51	1	EA	CONNECT TO EXISTING 2" WATERLINE WITH 2" TAPPING SLEEVE & VALVE (SECTION 33 11 00)	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00
			WATERLINE TOTALS:		\$ 36,170.00		\$ 33,850.00		\$ 34,999.80		\$ 38,870.00		\$ 32,074.60
			<u>STORM SEWER QUANTITIES</u>										
52	485	LF	24" HDPE STORM PIPE	\$ 65.00	\$ 31,525.00	\$ 72.00	\$ 34,920.00	\$ 42.00	\$ 20,370.00	\$ 50.00	\$ 24,250.00	\$ 50.00	\$ 24,250.00
53	130	LF	24" RCP STORM PIPE	\$ 90.00	\$ 11,700.00	\$ 115.00	\$ 14,950.00	\$ 53.00	\$ 6,890.00	\$ 70.00	\$ 9,100.00	\$ 65.00	\$ 8,450.00
54	2	EA	STANDARD STORM MANHOLE	\$ 4,000.00	\$ 8,000.00	\$ 2,165.00	\$ 4,330.00	\$ 2,200.00	\$ 4,400.00	\$ 4,000.00	\$ 8,000.00	\$ 2,963.12	\$ 5,926.24
55	1	EA	CATCH BASIN W/ STANDARD GRATE	\$ 4,500.00	\$ 4,500.00	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,961.90	\$ 2,961.90
56	1	EA	CATCH BASIN W/ BEEHIVE GRATE	\$ 5,000.00	\$ 5,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,440.00	\$ 2,440.00	\$ 5,000.00	\$ 5,000.00	\$ 2,961.90	\$ 2,961.90
57	30	LF	REPLACE EX. 18"CMP WITH 24"RCP	\$ 120.00	\$ 3,600.00	\$ 160.00	\$ 4,800.00	\$ 158.00	\$ 4,740.00	\$ 80.00	\$ 2,400.00	\$ 67.00	\$ 2,010.00
58	1	EA	CONNECT MHS TO EXIST. 18"CMP	\$ 1,000.00	\$ 1,000.00	\$ 620.00	\$ 620.00	\$ 2,100.00	\$ 2,100.00	\$ 2,500.00	\$ 2,500.00	\$ 2,211.97	\$ 2,211.97
			STORM SEWER TOTALS:		\$ 65,325.00		\$ 64,220.00		\$ 43,940.00		\$ 55,250.00		\$ 48,772.01
			<u>ROAD IMPROVEMENTS PAVING QUANTITIES</u>										
59	300	GA	TACK COAT (SECTION 32 12 16)	\$ 2.00	\$ 600.00	\$ 3.00	\$ 900.00	\$ 3.40	\$ 1,020.00	\$ 3.00	\$ 900.00	\$ 2.72	\$ 816.00
60	1,050	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 90.00	\$ 94,500.00	\$ 84.00	\$ 88,200.00	\$ 88.00	\$ 92,400.00	\$ 103.00	\$ 108,150.00	\$ 72.78	\$ 76,419.00
61	180	T	ASPHALT TOPPING 1-1/4" TDOT D MIX (SECTION 32 12 16)	\$ 120.00	\$ 21,600.00	\$ 98.00	\$ 17,640.00	\$ 90.00	\$ 16,200.00	\$ 80.00	\$ 14,400.00	\$ 83.54	\$ 15,037.20
			ROAD IMPROVEMENTS TOTAL:		\$ 116,700.00		\$ 106,740.00		\$ 109,620.00		\$ 123,450.00		\$ 92,272.20
			PROJECT TOTAL:		\$ 2,646,731.00		\$ 2,983,248.00		\$ 2,997,454.30		\$ 3,398,442.00		\$ 3,588,553.54



AGENDA ACTION FORM

Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase II Section 1A

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

Action Form No.: AF-119-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport City limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with Danny Karst related to Edinburgh Phase II Section 1A (AF-26-2010) in the amount of \$2,852.47. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$2,691.65.

To date, including these developments, the program has supported 806 new/proposed lots within the City of Kingsport. Of those lots, 368 Building Permits and 293 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map(s)

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR
EDINBURGH PHASE II SECTION 1A

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst entered into a Materials Agreement in the total amount of \$2,852.47, with the city for provision of certain water and sewer materials by the city for Edinburgh, Phase II, Section 1A; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$2,691.65 for Edinburgh, Phase II, Section 1A; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$2,691.65 for Edinburgh, Phase II, Section 1A, is approved.

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement Close out

Project: Edinburgh Club House
 Date: December 28, 2010
 Developer: Danny Karst

Sanitary sewer

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
45003	8" x 14' SDR sewer pipe	12.00	jts	\$32.90	\$394.80		\$0.00		\$0.00
45057	8" x 6" SDR 35 tee wye	4.00	ea	\$21.77	\$87.08		\$0.00		\$0.00
45112	Manhole covers	1.00	ea	\$225.00	\$225.00		\$0.00		\$0.00
45226	manhole base	1.00	ea	\$461.00	\$461.00		\$0.00		\$0.00
45231	6" ring riser	2.00	ea	\$62.00	\$124.00		\$0.00		\$0.00
45221	24" manhole cone	1.00	ea	\$139.00	\$139.00		\$0.00		\$0.00
45223	16" manhole riser	1.00	ea	\$95.00	\$95.00		\$0.00		\$0.00
45224	32" manhole riser	1.00	ea	\$167.00	\$167.00		\$0.00		\$0.00
Project #	SW1069				Total Amount Returned:		\$0.00		
	Expensed To:								
Subtotal:	452-0000-606-9003				\$1,692.88		Non-returned Totals:		\$0.00
				Subtotal less returns:	\$1,692.88				
	REVISED SALES TAX			9.50%	\$160.82				
	Amount Paid and Receipted To:								
Subtotal:	452-0000-208-1250				\$2,605.00				
Sales Tax:	452-0000-207-0201			9.50%	\$247.48				
	Total Paid			Sewer Total:	\$2,852.48				
	Sales Tax Adjustment				-\$86.65				
Sewer	Refund Subtotal				\$2,691.65				
									\$2,691.65
							Total Refund Due Developer:		\$2,691.65

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: 

Date: 5-18-16

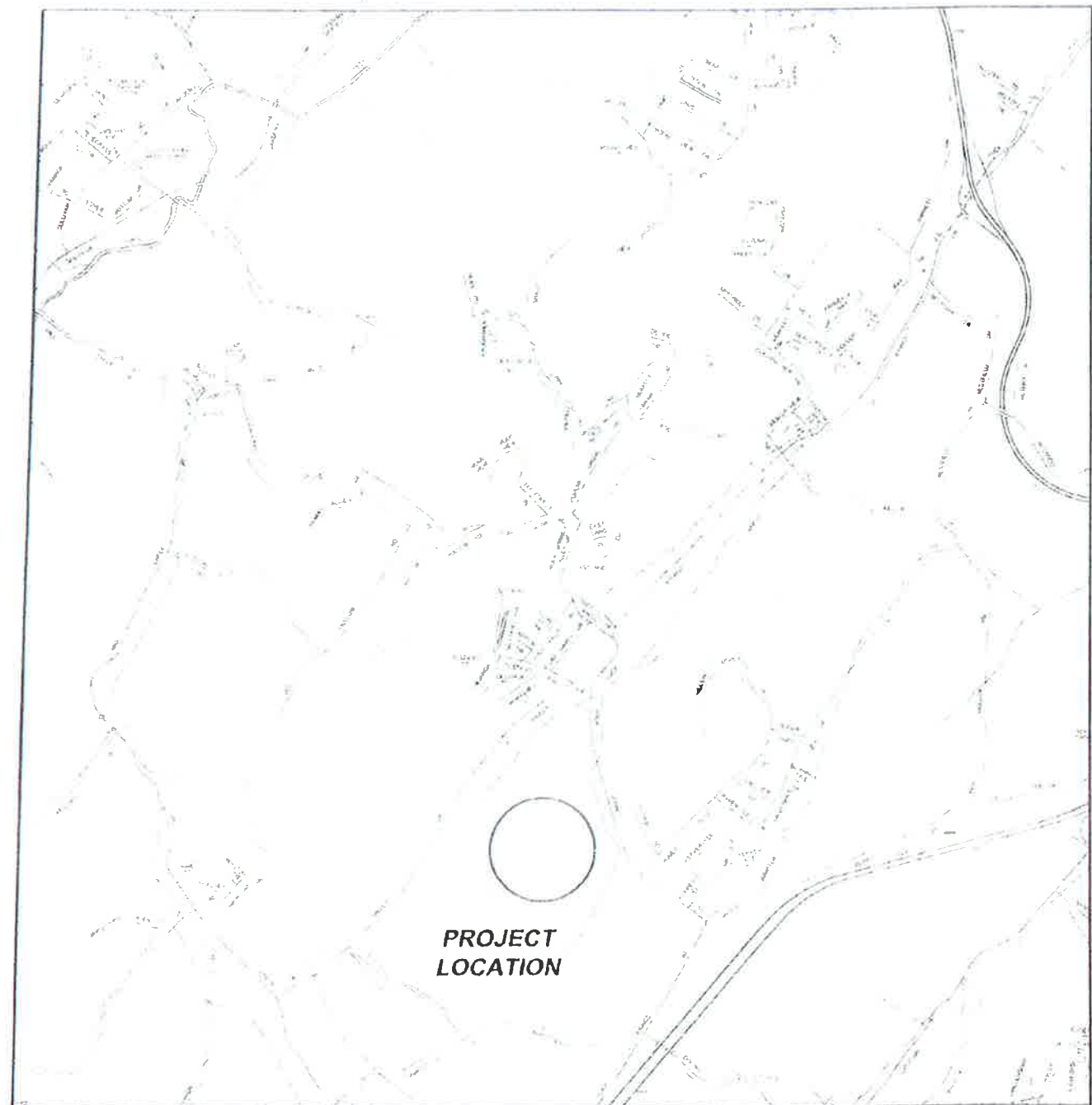
City of Kingsport Inspector: 

Date: 5/18/16

Developer: 

Date: 5/18/16





© EDINBURGH DEVELOPMENT BOARD 2009. 012 2009 21212121

ALL BEARINGS KGRN
(KINGSFORD GEODETIC
REFERENCE NETWORK)



EDINBURGH DEVELOPMENT PHASE 2 - SECTION 1A

AUGUST 21, 2009

NO SCALE



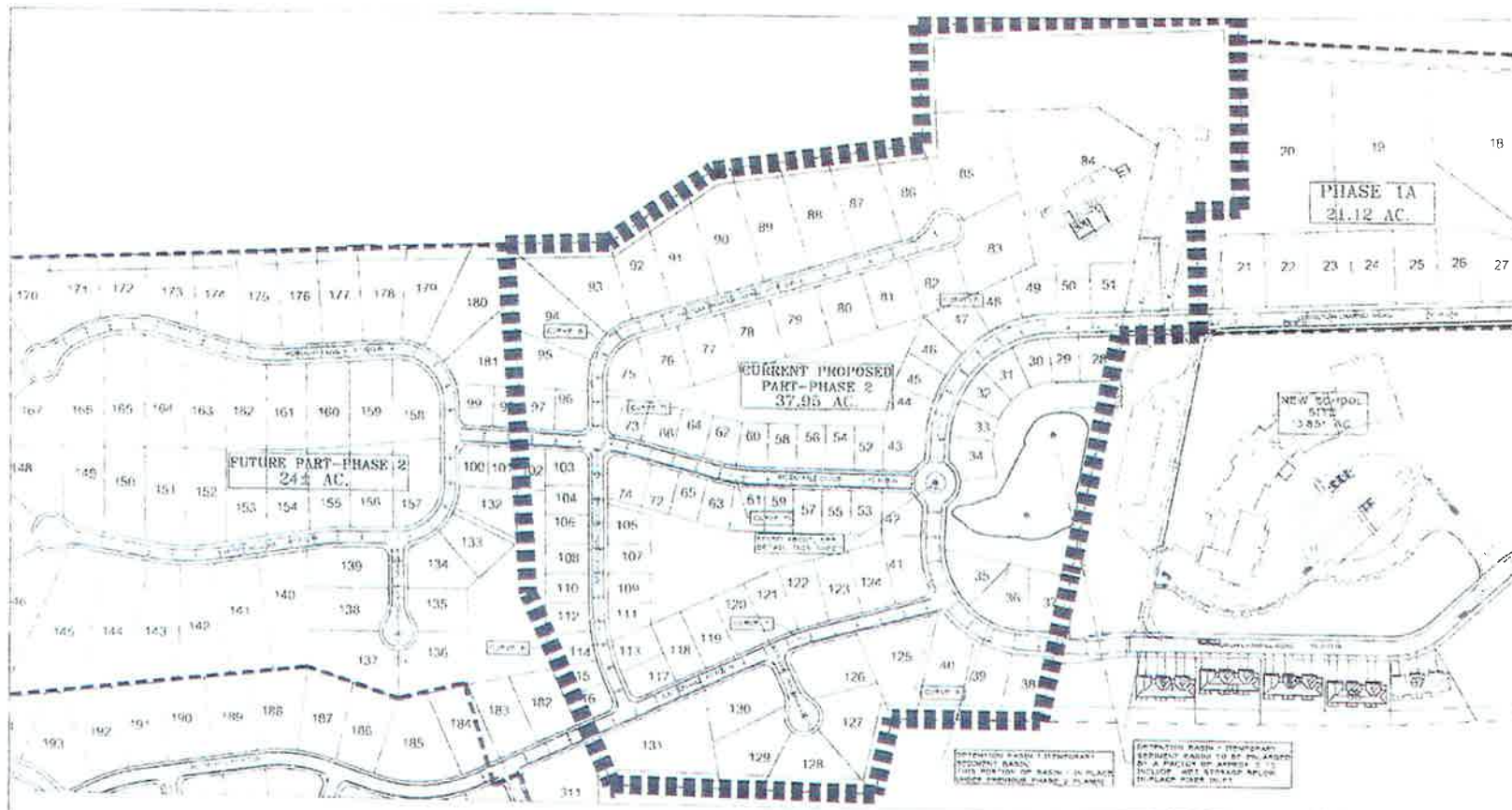
SPODEN & WILSON
CONSULTING ENGINEERS

EDINBURGH - PHASE 2
THE EDINBURGH GROUP, LLC
KINGSPORT, TENNESSEE

SHEET TITLE
SITE ROADWAY
LAYOUT AND STAKING
PLAN

DATE	FILE NO.
05/11/11	11-000
05/11/11	11-000

SP-3



EDINBURGH CHANNEL RD (PHASE 2A) 50' R.O.W.

STATION	PC	PT	CHORD BEARING	CHORD LENGTH	AREA	PERIMETER
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00

BRIDGEFORTH CROSSING (PHASE 2A) 40' R.O.W.

STATION	PC	PT	CHORD BEARING	CHORD LENGTH	AREA	PERIMETER
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00

CALTON HILL (PHASE 2A) 40' R.O.W.

STATION	PC	PT	CHORD BEARING	CHORD LENGTH	AREA	PERIMETER
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00

ROYAL MILE DIVIDE (PHASE 2A) 40' R.O.W.

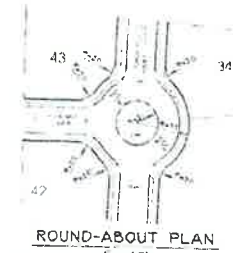
STATION	PC	PT	CHORD BEARING	CHORD LENGTH	AREA	PERIMETER
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00

WALLACE COURT (PHASE 2A) 40' R.O.W.

STATION	PC	PT	CHORD BEARING	CHORD LENGTH	AREA	PERIMETER
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00
1+00.00	1+00.00	1+00.00	0+00.00	0.00	0.00	0.00

SITE ROADWAY LAYOUT
AND STAKING PLAN
1" = 100'

NOTES:
1. SEE SCHEDULE FOR ALL OTHER INFORMATION FOR
2. PHASE 2 ROADWAY LAYOUTS HAVE BEEN PREPARED AND
3. PHASE 2 ROADWAY LAYOUTS HAVE BEEN PREPARED AND
4. SEE EXISTING PLAN FOR INFORMATION REGARDING ALL
5. SEE EXISTING PLAN FOR INFORMATION REGARDING ALL
6. SEE EXISTING PLAN FOR INFORMATION REGARDING ALL



ROUND-ABOUT PLAN
1" = 60'
STA 21+58.75 EDINBURGH CHANNEL RD.
STA 0+00.00 ROYAL MILE DIVIDE



AGENDA ACTION FORM

Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase 2 Section 2

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

Action Form No.: AF-120-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport City limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with Danny Karst related to Edinburgh Phase 2 Section 2 (AF-351-2010) in the amount of \$11,976.02. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$11,116.69.

To date, including these developments, the program has supported 812 new/proposed lots within the City of Kingsport. Of those lots, 368 Building Permits and 293 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map(s)

Funding source appropriate and funds are available: js

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR
EDINBURGH PHASE 2 SECTION 2

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst entered into a Materials Agreement in the total amount of \$11,976.02, with the city for provision of certain water and sewer materials by the city for Edinburgh, Phase 2, Section 2; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$11,116.69 for Edinburgh, Phase 2, Section 2; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$11,116.69 for Edinburgh, Phase 2, Section 2, is approved.

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement Close out

Project: Edinburgh Phase 2 Section 2
 Date: December 28, 2010
 Developer: Danny Karst

Water line

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
42149	8" tee w/2" tap	1.0	ea	\$75.00	\$75.00		\$0.00		\$0.00
40835	8" Joint restraint kit	3.0	ea	\$34.87	\$104.61		\$0.00		\$0.00
41864	8" x 18' DIP	25.0	fts	\$198.67	\$4,966.75		\$0.00		\$0.00
42335	8" MJ gate valve	2.0	ea	\$575.00	\$1,150.00		\$0.00		\$0.00
42100	8" x 8" MJ tee	1.0	ea	\$99.90	\$99.90		\$0.00		\$0.00
42845	6" x 18" anchoring coupling	1.0	ea	\$74.10	\$74.10		\$0.00		\$0.00
41795	8" MJ flat plug	2.0	ea	\$39.15	\$78.30		\$0.00		\$0.00
42115	3.5' ft bury hydrant	1.0	ea	\$1,120.00	\$1,120.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					Total Amount Returned:		\$0.00		
							Non-returned totals:		\$0.00
Project #	WA1172								
	Expensed To:								
Subtotal:	451-0000-605-9003				\$7,668.66				
				Subtotal less returns:	\$7,668.66				
	REVISED SALES TAX			9.50%	\$728.52				
	Amount paid and Receipted To:								
Subtotal:	451-0000-208-1250				\$9,448.00				
Sales Tax:	451-0000-207-0201			9.50%	\$897.56				
	Total Paid			Water Total:	\$10,345.56				
	Sales Tax Adjustment				-\$169.04				
								Subtotal:	\$9,617.04
Water	Refund Due Developer								\$9,617.04





Material Agreement
Close out

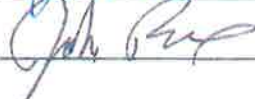
Sanitary sewer

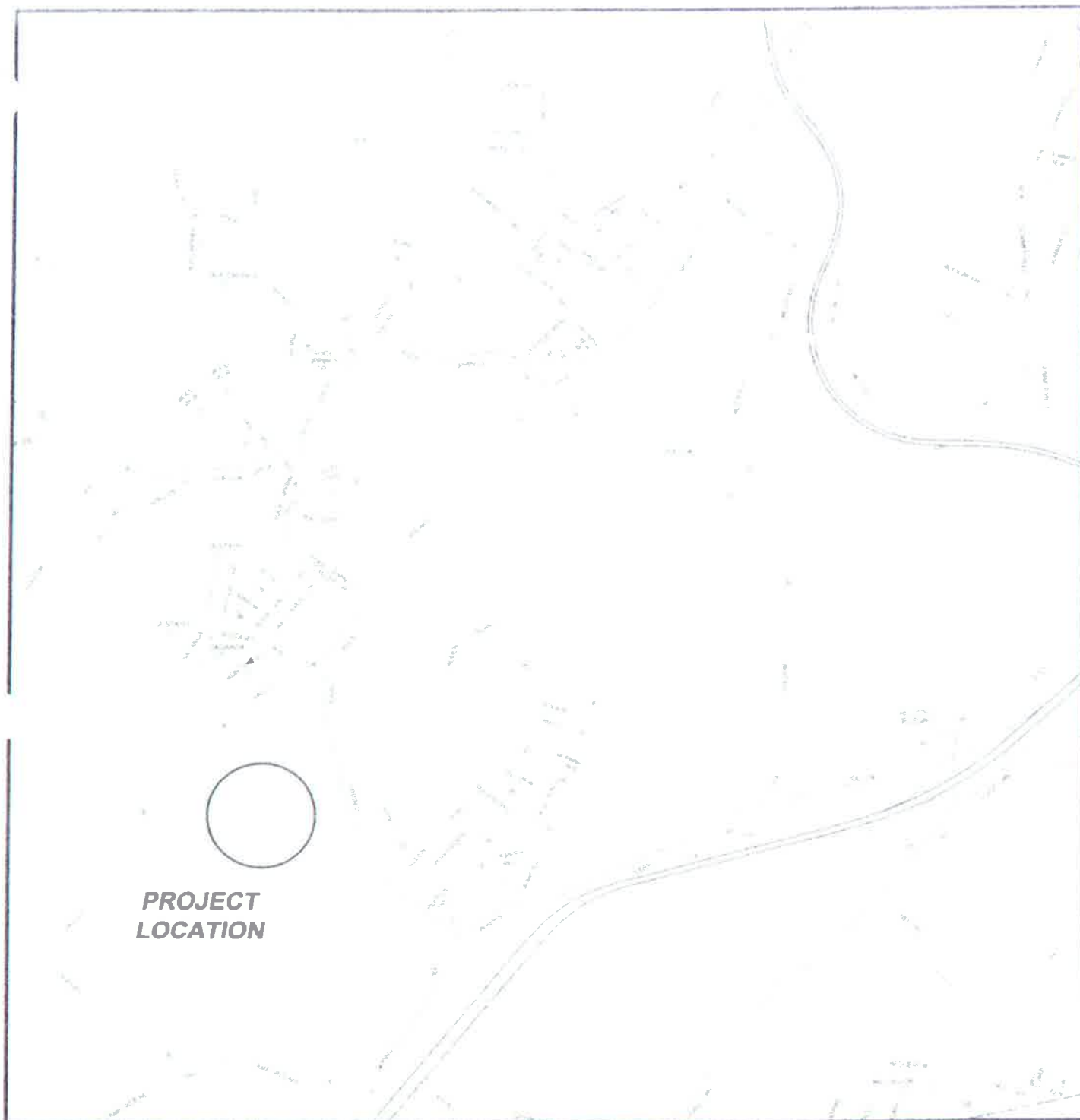
Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
45003	8" x 14' SDR sewer pipe	10.00	jts	\$34.09	\$340.90		\$0.00		\$0.00
45057	8" x 6" SDR 35 tee wye	2.00	ea	\$22.00	\$44.00		\$0.00		\$0.00
45112	Manhole covers	1.00	ea	\$225.00	\$225.00		\$0.00		\$0.00
45226	manhole base	1.00	ea	\$574.00	\$574.00		\$0.00		\$0.00
45219	manhole cone 16"	1.00	ea	\$193.00	\$193.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
Project #	SW1172				Total Amount Returned:		\$0.00		
	Expensed To:								
Subtotal:	452-0000-606-9003				\$1,376.90		Non-returned Totals:		\$0.00
				Subtotal less returns:	\$1,376.90				
	REVISED SALES TAX			9.50%	\$130.81				
	Amount Paid and Receipted To:								
Subtotal:	452-0000-208-1250				\$1,489.00				
Sales Tax:	452-0000-207-0201			9.50%	\$141.46				
	Total Paid			Sewer Total:	\$1,630.46				
	Sales Tax Adjustment				-\$10.65				
Sewer	Refund Subtotal				\$1,499.65				
									\$11,116.69
Total Refund Due Developer:									\$11,116.69

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse:  Date: 5-5-16

City of Kingsport Inspector:  Date: 5-5-16

Developer:  Date: 5-9-16



**PROJECT
LOCATION**

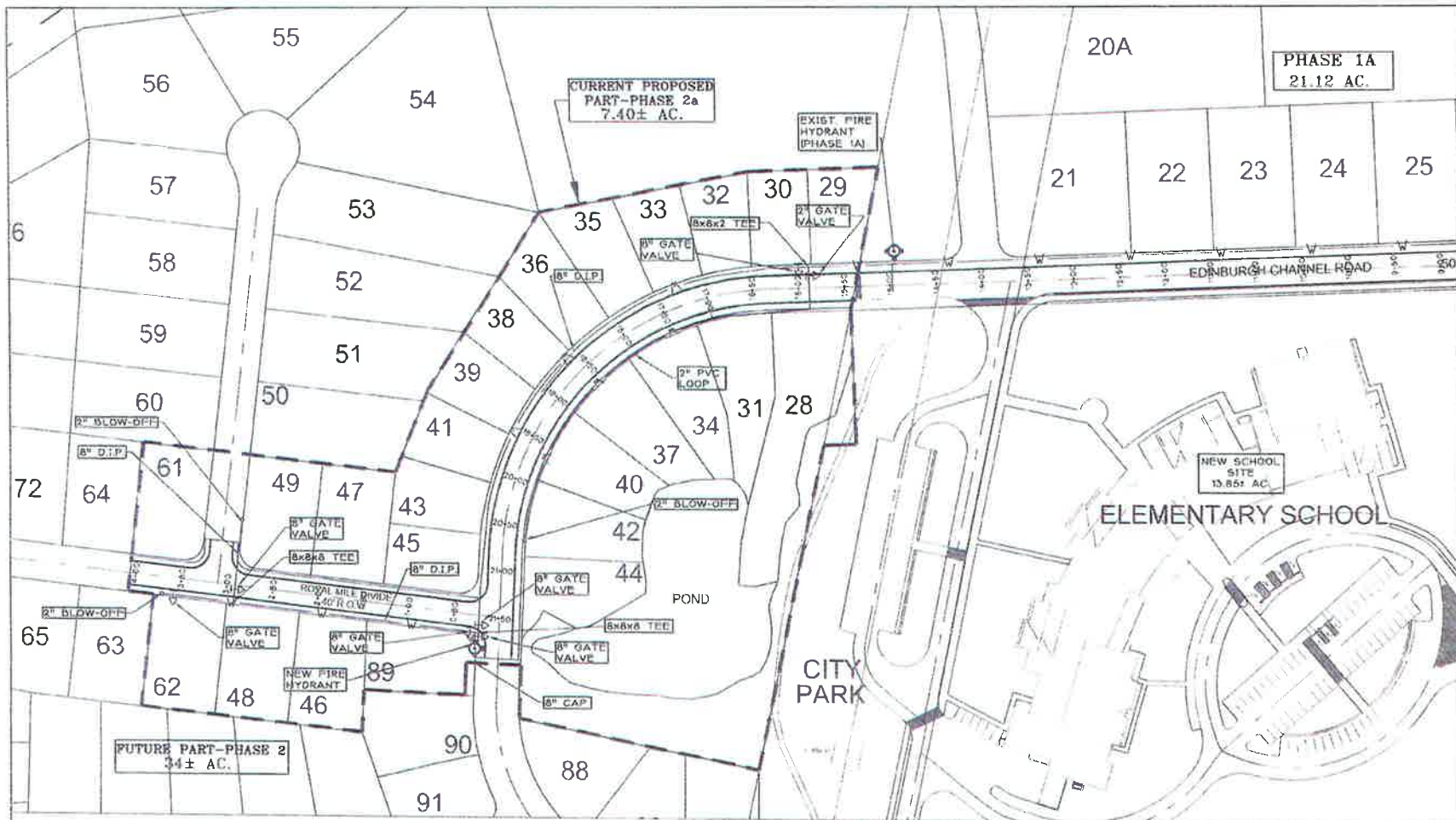
ALL BEARINGS KGRN
(KINGSPOINT GEODETIC
REFERENCE NETWORK)



MATERIALS AGREEMENT FOR EDINBURGH PHASE 2 SECTION 2

OCTOBER 26, 2010

NO SCALE



WATER UTILITIES PLAN

1" = 50'

NOTES

1. ALL WATERLINES TO BE 2'-0" MIN. BELOW FINISH GRADE. CONFORM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES 18" THRU 36" TO BE SUCTILE IRON. PVC PIPE, 600 LB. CLASS 200, PRESSURE RATED CONFORMING TO ASTM D2241. 36" THRU 48" PVC MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORY, INC. SEAL OF APPROVAL FOR POTABLE WATER OR AN APPROVED EQUAL.
2. CITY OF KINGSPORT WILL FURNISH (WITH TWO WEEKS NOTICE) ALL METER SETTERS AND METER BOXES FOR WATER SERVICES. DEVELOPER IS REQUIRED TO INSTALL ALL WATER SERVICES TO BE LOCATED IN CENTER OF LOT. ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS NOT UNDER ASPHALT OR CONCRETE. ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
3. CITY OF KINGSPORT WATER SERVICES DIVISION WILL TAP EXISTING LINE, IF EXIST. DEVELOPER MUST REMEMBER THE CITY ALL ITEMS USED IN TAP WITHIN FOUR WEEKS OF MAKING THE TAP. TAP STANDARD FOR DISRUPTION OF NEWLY INSTALLED WATERLINES MUST BE FOLLOWED.
4. METAL JOINT RESTRAINTS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONJUNCTION WITH METAL JOINT RESTRAINTS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.
5. ALL BLOW-OFFS SHALL BE LOCATED IN R.O.W. OR WITHIN DESIGNATED BASEMENT, BEFORE FINAL PLAT IS SIGNED FOR WATER. FURNISH CITY OF KINGSPORT WATER DEPARTMENT "AS-BUILT" DRAWINGS OF ALL VALVES, HYDRANTS, BLOW-OFFS, ETC. AND MEASUREMENTS IN AUTOCAD FORMAT IN BOTH 2D AND 3D DIGITAL FORMAT.

NOTE:
ALL SITE SURVEY INFORMATION AND WATER PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND EXISTING TOPOGRAPHY BY BARRY WABOONER SURVEY & CONSTRUCTION, INC.

ALL WATER LINES AND MATERIALS, SIZES AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.



SPODEN & WILSON
CONSULTING ENGINEERS

STATE OF TENNESSEE
246 CONNOR STREET
KINGSPORT, TENNESSEE 37629

EDINBURGH - PHASE 2a
THE EDINBURGH GROUP, LLC
KINGSPORT, TENNESSEE

SHEET TITLE
WATER UTILITIES PLAN

DATE	FILE NO.
08/20/24	6717
NO.	REVISION
1	1
	2
	3
	4
	5

SP-9



AGENDA ACTION FORM

Approve the Rental House Agreement

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

Action Form No.: AF-154-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools hired a teacher from China to teach Chinese at Dobyns-Bennett High School. Her term has ended, she will be returning to China, and the rental agreement will expire May 31, 2016. A new Chinese teacher will not arrive until August. Kingsport City Schools would like to hold the rental house over the summer for the incoming teacher. Kingsport City Schools recommends that the attached agreement be fully executed to hold the house for the incoming teacher.

Funding will be provided by 141-7150-711-03-99.

Attachments:

1. Resolution

Funding source appropriate and funds are available. *Jp/dsm*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH ERIC BAKER FOR A HOUSE LOCATED AT 1466 WILLOW STREET, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools hired a teacher from China to teach Chinese at Dobyns-Bennett High School, and her the school year has ended and she will be returning to China; and

WHEREAS, the previous teacher rented a house located at 1466 Willow Street from Eric Baker, who has agreed to allow the new teacher from China to rent it for the new school year;

WHEREAS, the school department would like to keep the rental option open on the house for two months to secure the house for the new teacher; and

WHEREAS, the maximum amount to hold the house is \$750.00 per month; and

WHEREAS, funds are available in 141-7150-711-03-99

Now therefore,

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

SECTION I. That an agreement with Eric Baker for his house located at 1466 Willow Street for two months as set out below, 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 Eric Baker, 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

This Agreement ("Agreement") is dated as of this 8th day of June, 2016, by and between Eric Baker (the "Owner") and the City of Kingsport, Tennessee, a Tennessee municipal corporation, for its Kingsport City Schools, or its nominee (the "City").

WITNESSETH

For the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner agrees for up to two months from the date of this Agreement to hold the real property located at 1466 Willow Street, Kingsport, Tennessee and make it available for rent to the teacher from China, who is expected to work in the Kingsport City School system, at the rent of \$750.00 per month. The teacher is expected to arrive sometime in August 2016.
2. City agrees to pay \$750.00 in lieu of rent each month it is not rented to the teacher, up to two months from the date of this Agreement to hold house for up to two months or until the teacher arrives, whichever comes first.
3. Owner has no obligation to continue to hold the after the two months if for some reason the new teacher does not come or choses to live somewhere else.

4. Owner is solely responsible for all maintenance, yard work, risk of loss and checking on the house during the term of this agreement, as it will be empty.

5. The term of this Agreement shall be for up to two months from the date of the Agreement or when the property is rented to the teacher, whichever occurs first.

IN WITNESS WHEREOF, Owner and City have caused this Agreement to be duly signed and delivered.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approving an Offer, Approving Tennessee Department of Transportation's Agreement of Sale

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

Action Form No.: AF-140-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In order to proceed with the construction of the Greenbelt Pedestrian Bridge Project, it is necessary to purchase in fee a portion of the property described as Tax Map 023, Parcel 010.00 located on Netherland Inn Road. The "Rotherwood Greenbelt" project links the existing riverfront section (and park) to the old bridge using an elevated "switchback" boardwalk built along the cliffs of the North Fork - Holston River. On the Hawkins County side a concrete trail and accompanying boardwalk will be built circling under both old and new bridges and then, following the right-of-way of Netherland Inn Road, traverse past the Rotherwood Mansion where it terminates at Rotherwood Drive (trail-head). This unique project will result in the continued westward extension of the Greenbelt and provide some spectacular views of the Holston Rivers (North and South Forks), Bays Mountain, and the Rotherwood Mansion. Appraisals and Review Appraisals have been completed in accordance with the Tennessee Department of Transportation and Federal Highway Administration's guidelines and indicate the fair market value is \$1,650.00. The property owner, Lenita H. Thibault, is willing to sell the property to the city for the appraised value of \$1,650.00. The acquisition is for 2,134 SF in a permanent easement, and 3,551 SF in a temporary construction easement out of an 8 acre tract. There are no damages or benefits to the 7.95 acre remainder.

Funding is available and identified in GP1013.

Attachments:

1. Resolution
2. Location Map(s)

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF A TRACT OF REAL PROPERTY FOR THE GREENBELT PEDESTRIAN BRIDGE PROJECT; APPROVING TENNESSEE DEPARTMENT OF TRANSPORTATION'S PURCHASE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order to continue with the construction of the greenbelt pedestrian walkway, it will be necessary to purchase a portion of the property identified as Tax Map 023, Parcel 010.00 and located on Netherland Inn Road; and

WHEREAS, under the guidelines of the grant, the city is required to use the Tennessee Department of Transportation's Agreement of Sale; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy as well as the acquisition policies of Tennessee Department of Transportation and the Federal Highway Administration.

Now therefore,

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

SECTION I. That pursuant to the appraisal of property indicating the fair market value of the property is \$1,650.00, an offer of \$1,650.00 is approved for the purchase of a portion of property identified as Tax Map 023, Parcel 010.00, subject to such conditions as set out in the Purchase Agreement set out below for use as a greenbelt pedestrian walkway.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement for a portion of property identified as Tax Map 023, Parcel 010.00, 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 OF SALE

FEDERAL PROJECT #STP-EN-9108(43) COUNTY HAWKINS
STATE PROJECT #82LPLM-F3-038 TRACT 3

This agreement entered into on this the _____ day of _____, 2016, between Lenita H. Thibault, herein after called the Seller and the City of Kingsport, shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City of Kingsport.

A. The Seller hereby offers and agrees to convey to the City of Kingsport right-of-way and easement identified as TRACT 3 on the right-of-way plan for the above referenced project upon the City of Kingsport tendering the purchase price of \$ 1,650.00, said right-of-way and easement being further described on the attached legal description.

B. The City of Kingsport agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City of Kingsport will reimburse the Seller for

expenses incident to the transfer of the property to the City of Kingsport. Real estate taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [] Not Applicable [X]

Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and make a part of this Agreement of Sale.

D. Utility Adjustment Not
Applicable [X]

The Seller agrees to make at their expense the below listed repair, relocation or adjustment of utilities owned by them. The purchase price offered includes \$ -0- to compensate the owner for their expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

[Acknowledgements Deleted for Inclusion in this Resolution]

Description as prepared by Danny Carr for the Thibault additional R.O.W (2-22-16):

Beginning at an iron pin on the division line for the Thibault property and the right-of-way for Netherland Inn Road, said iron pin being located 27.04 feet south of centerline station 15+34.87, thence along the south right-of-way line of Netherland Inn Road, North 80 degrees 15 minutes East, 159.24 feet to a point 29.73 feet south of centerline station 16+91.24, thence North 77 degrees 06 minutes East, 60.77 feet to a point 30.66 feet south of centerline station 17+52, thence South 13 degrees 31 minutes East, 22.04 feet to an iron pin, said iron pin being on the division line of Netherland Inn Road right-of-way and the Thibault property and being located 52.70 feet south of centerline station 17+52, thence with a new right-of-way line for Netherland Inn Road, South 85 degrees 04 minutes West, 222.15 feet to the Point of Beginning, containing approximately 0.049 acres as shown on plat titled " Proposed Acquisition Of Lenita H. Thibault Property ", dated 11-21-15, by Carter, Carr and Associates.

Temporary Construction Easement

Beginning on a point at centerline station 17+80 of Netherland Inn Road, said point being offset 52.70 feet to the South of said station and being on the South right-of-way line of Netherland Inn Road, thence leaving said right-of-way S° 13 31' E, 10.00 feet to a point, thence parallel with the South right-of-way line of Netherland Inn Road S 76° 29' W, 28.00 feet to a point, thence S 85° 04' W, 430.49 feet to a point on the South right-of-way line of Netherland Inn Road, thence with said right-of-way line N 82° 19' E, 208.58 feet to an iron pin at station 15+34.87, said iron pin being offset 27.04 feet to the South of the centerline of Netherland Inn Road, thence continuing with the new South right-of-way line N 85° 04' E, 222.15 feet to a new iron pin at station 17+52, thence N 76° 29' E, 28.00 feet to the Beginning, containing 3,551 square feet, more or less, and being a 10' wide Temporary Construction Easement as shown on the above mentioned plat.

SECTION III. That the mayor is further authorized to make such changes, approved by the mayor and 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RECORDING DATA

PARENT TRACT IS SHOWN ON
HAWKINS COUNTY TAX MAP 22, PARCEL 10 00
PROPERTY IS RECORDED IN
DEED BOOK 9877 PAGE 794

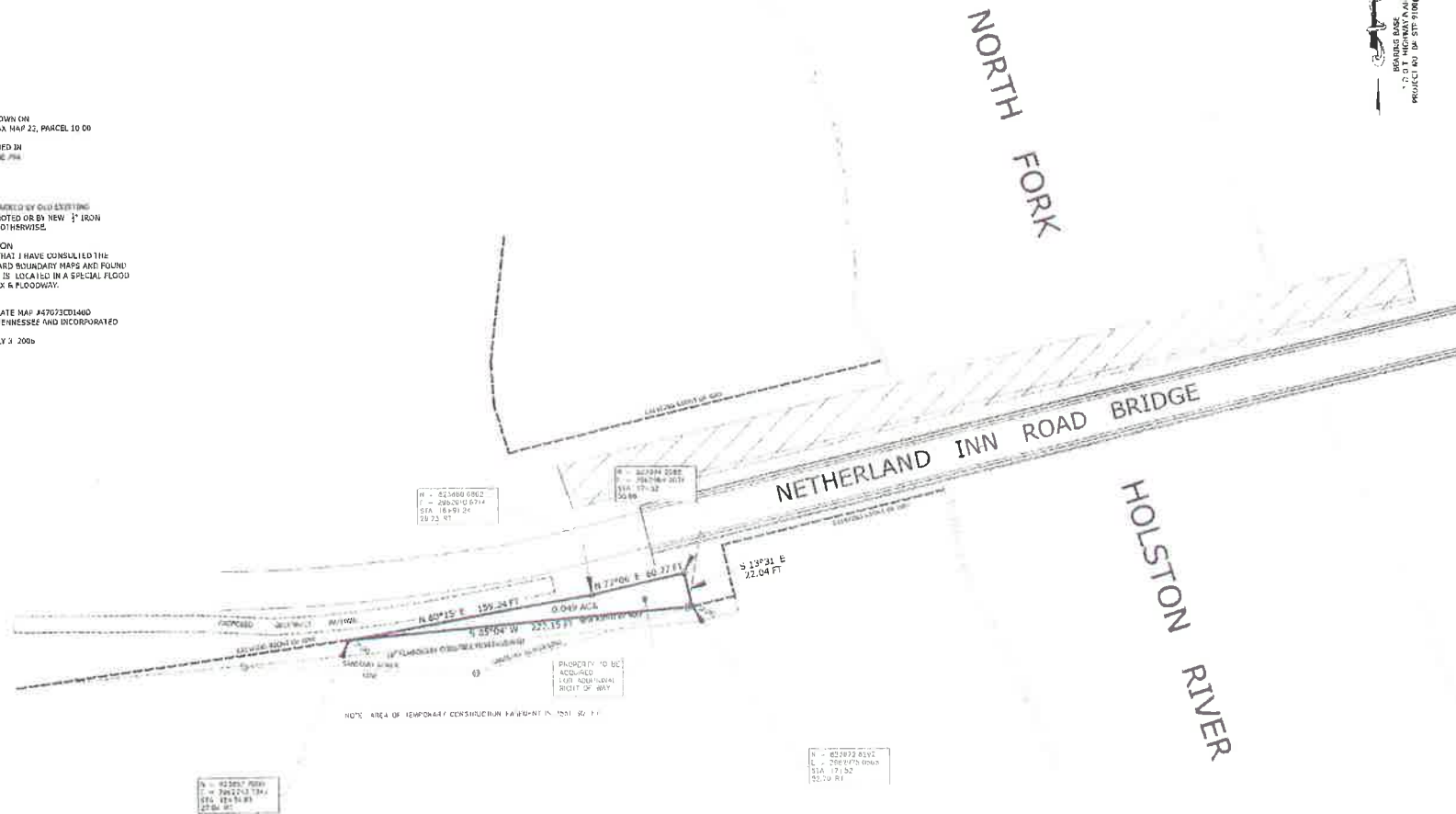
MONUMENTATION

ALL CORNERS ARE MARKED BY OLD EXISTING
MONUMENTATION AS NOTED OR BY NEW 1" IRON
PINS UNLESS NOTED OTHERWISE

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE
FEDERAL FLOOD HAZARD BOUNDARY MAPS AND FOUND
THAT THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD
HAZARD AREA, ZONE X & FLOODWAY.

FLOOD INSURANCE RATE MAP #47073CD1460
SULLIVAN COUNTY, TENNESSEE AND INCORPORATED
AREAS
EFFECTIVE DATE: JULY 3, 2006



ABBREVIATIONS AND SYMBOLS

- DB - DEED BOOK
- IP(1) - IRON PIN 1" DIA AND FOUND, SIZE AS NOTED
- IP(1/2) - 1/2" IRON PIN NEW AND SET
- OVERHEAD UTILITY LINES
- PG - PAGE
- R.O.W. - RIGHT OF WAY
- UNIMPROVED ADJACENT LINES
- UP - UTILITY POLE
- SH - SANITARY SEWER MANHOLE



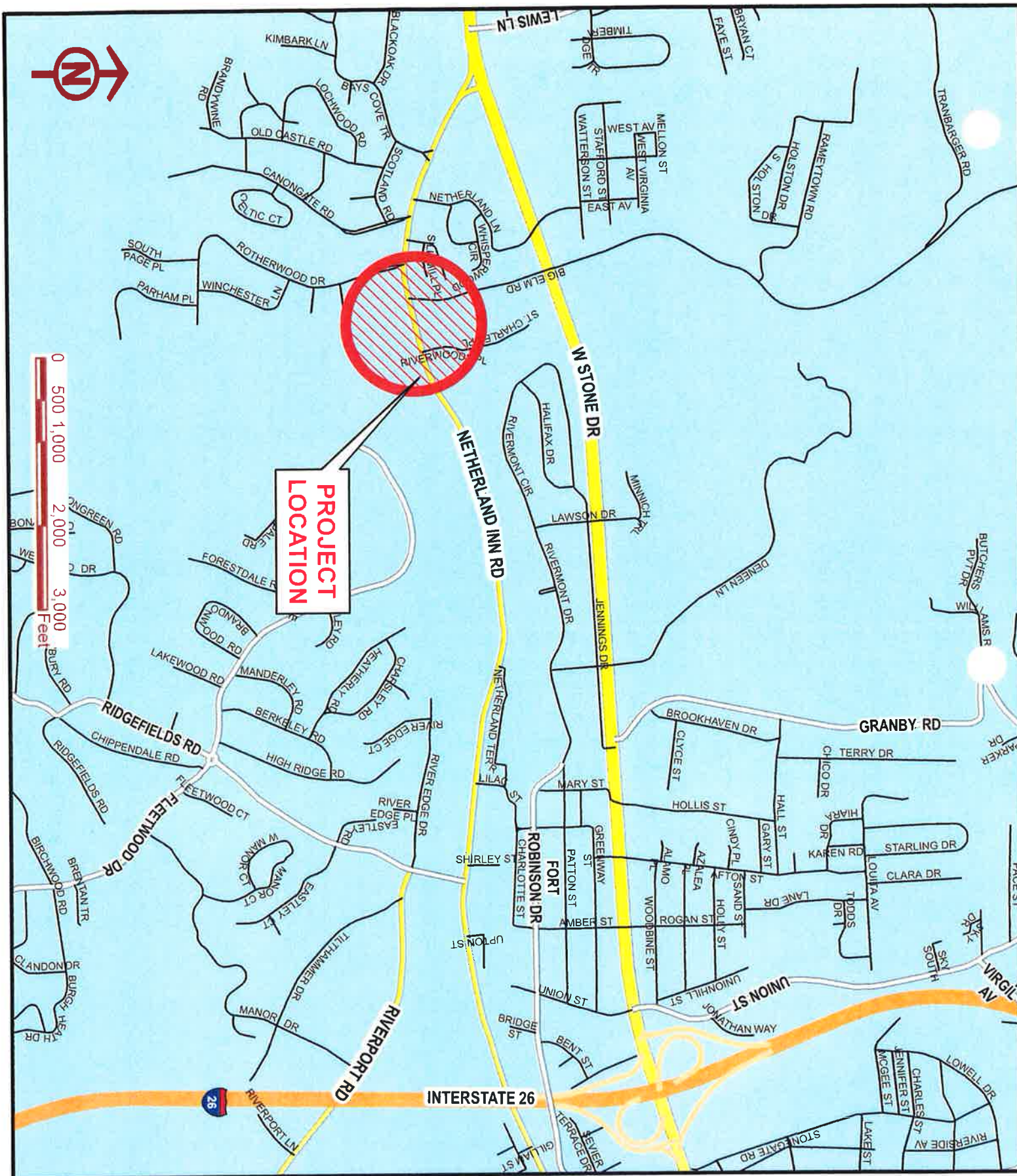
I HEREBY CERTIFY THAT THIS IS A CATEGORY B
SURVEY AND THAT THE RATE OF PRECISION
FOR THE UNADJUSTED SURVEY IS HIGHER
THAN 1:7500

SCALE: 1" = 50'
DATE: 11-21-15
APPROVED BY: [Signature]
PROJECT NO.: 04-077-0001(2)

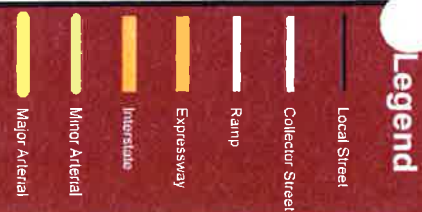
REVISIONS:
[Table with 2 columns: Description, Date]
[Empty rows for revisions]

PROJECT: PROPOSED ACQUISITION OF A PART OF
LENITA H. THIBAUT PROPERTY
7th CIVIL DISTRICT HAWKINS COUNTY, TENNESSEE

CARTER, CARR & ASSOCIATES
SURVEYORS & PLANNERS
5024 NORTH STATE ROAD
KINGSPORT, TENNESSEE 37660
TEL: 423.349.6925
FAX: 423.349.5103
EMAIL: cartercarr@earthlink.net



Project Location Map
Rotherwood Greenbelt Extension





AGENDA ACTION FORM

Appointment to the Historic Zoning Commission

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

Action Form No.: AF-125-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: C. Shepherd
 Presentation By: Mayor Clark

Recommendation:

Approve appointment.

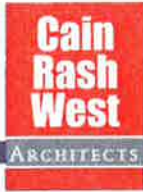
Executive Summary:

Ms. Dineen West has agreed to be appointed to the Historic Zoning Commission if approved by the Board of Mayor and Aldermen. This appointment fills Mr. David Oaks' unexpired term; effective immediately and will expire June 30, 2017.

Attachments:

1. Bio

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



DINEEN WEST

AIA, LEED AP BD+C
Vice President



Education

Bachelor of Architecture – 1984
Florida A&M University - Tallahassee, Florida

Travel Studies: Mexico, Costa Rica, Italy, United Kingdom, Netherlands, Spain, Belgium, Austria, France, Germany, Greece, Russia, Estonia, Denmark, Croatia, Japan, Scandinavia and Poland.

Architectural Registration

Tennessee — North Carolina

Affiliations

American Institute of Architects, TN Society of Architects – Past President NE TN AIA chapter
LEED AP Certified Professional - Green Building Certification Institute
Hands On! Museum—Former Chairman of the Board
Tennessee Foundation for Architecture
Holston Valley Medical Center Board of Directors

Years of Experience

31

Commercial Projects

400 Clinchfield Building, Kingsport Board of Education - *Kingsport, Tennessee*
BAE Corporate Administration Building - *Kingsport, Tennessee*
BAE Acids Division Office (LEED Silver certified) – *Kingsport, Tennessee*
East Stone Commons - *Kingsport, Tennessee*
Eastman Information Technology Center - *Johnson City, Tennessee*
Edwards & Associates Air Trade Center & Master Plan- *Piney Flats, Tennessee*
General Aviation Terminal, Tri Cities Regional Airport - *Blountville, Tennessee*
Grant Tire and Automotive - *Kingsport, Tennessee*
Kingsport Moose Lodge - *Kingsport, Tennessee*
Lee Theater, *Pennington Gap, VA*
Quest Motor Works at Falls Plaza - *Abingdon, Virginia*
Tri Cities Regional Airport Improvements- *Blountville, Tennessee*
V.O. Dobbins Community Center - *Kingsport, Tennessee*
Wellmont Bristol Child Care Center - *Bristol, Tennessee*
YWCA - *Bristol, Tennessee*



Hospitality Projects

Carnegie Hotel & Fountain Square Grille- *Johnson City, Tennessee*
Hungry Farmer Restaurant - *Kingsport, Tennessee*

Ecclesiastical Projects

Cherokee United Methodist Church - *Johnson City, Tennessee*
Colonial Heights United Methodist Church, Multi-Purpose Addition - *Kingsport, Tennessee*
First Baptist Church of Greeneville Sanctuary Addition - *Greeneville, Tennessee*
First Baptist Church of Greeneville, Phase I - *Greeneville, Tennessee*
First Baptist Church of Greeneville, Phase IIA - *Greeneville, Tennessee*
First Baptist Church of Greeneville, Phase IIB Master Plan - *Greeneville, Tennessee*
Heritage Baptist Church - *Johnson City, Tennessee*
Wise Baptist Church, Sanctuary, Fellowship Hall and Classrooms - *Wise, Virginia*

Health Care Projects

MedEx Regional Laboratories - *Kingsport, Tennessee*
MSHA Building 2204, 2nd floor Pediatric Suite Tenant Up fit - *Kingsport, Tennessee*
MSHA Building 408, 3rd floor Trauma Suite Tenant Up fit – *Johnson City, Tennessee*
MSHA First Assist at Peachtree Tenant Upfit - *Kingsport, Tennessee*
MSHA Norton Community Hospital Inpatient Rehabilitation Renovations - *Norton, Virginia*
MSHA Norton Community Hospital Cafe Renovations - *Norton, Virginia*
MSHA Norwise OB GYN Renovations - *Norton, Virginia*
MSHA Rehab Plus Renovation – *Kingsport, Tennessee*
MSHA Rural Retreat MOB – *Rural Retreat, Virginia*
Pulitzer Orthodontics, *Kingsport, Tennessee*
Sycamore Shoals Medical Office Building - *Elizabethton, Tennessee*

Assisted Living Projects

Asbury Center at Steadman Hill - *Kingsport, Tennessee*

Previous Projects

Bath Elementary and Middle School - *Bath, North Carolina*
Belhaven Elementary School - *Belhaven, North Carolina*
Contentnea Elementary School - *Kinston, North Carolina*
Davis Health Care - *Wilmington, North Carolina*
Duplin County Jail - *Kenansville, North Carolina*
Nobel Junior High School - *Wilmington, North Carolina*

Employment History

Company Name, City, State	Dates	Title
CainRashWest Architects, Kingsport, Tennessee	1995 - Present	Principal Architect/ Vice President (2013)
Boney Architects, Inc., Wilmington, North Carolina	1990 – 1995	Project Architect
Hunter-McKellips Associates, Architects, Inc. Gainesville, Florida	1985 – 1990	Intern Architect
Walter O'Kon Architect, St. Augustine, Florida	1984 – 1985	Intern Architect



AGENDA ACTION FORM

Appointment to the Public Art Committee

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

Action Form No.: AF-116-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Bonnie Macdonald
 Presentation By: Mayor Clark

Recommendation:

Approve recommendation to appoint Chrissy Idlette to the Public Art Committee.

Executive Summary:

Mrs. Chrissy Idlette has agreed to serve on the Public Art Committee if approved by the Board of Mayor and Aldermen. This appointment fills Janelle Swafford's unexpired term; effective immediately and will expire December 31, 2017.

Attachments:

1. Bio

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

Chrissy Idlette

Public Affairs Representative

Eastman

423-430-0613 | Cidlette@eastman.com

Chrissy Idlette is a Kingsport native who is passionate about community engagement and improving the quality of life in our region.

She holds a Bachelor of Arts from Maryville College, where she studied Spanish Language & Literature and Writing & Communications. While at Maryville, Chrissy sang in the concert choir and a cappella ensemble "Off Kilter." She also spent several months abroad, both in Pamplona, Spain, and in El Molino, Costa Rica, during her college career.

Chrissy began her professional career working in corporate communications at Eastman, and is currently a public affairs representative. Her primary responsibilities working on the Corporate Responsibility Team include supporting Eastman Foundation partnerships in the areas of education, environment, economic development, and empowerment.

She is a member of the Fun Fest Council and the Eastman United Way Committee. She is also member of the Public Relations Society of America, and serves as the board secretary for the Kingsport Child Development Center.

Chrissy recognizes that volunteering both regionally and internationally is a vital component of improving humanity, as we are all citizens of the same world. She volunteers in local K-12 schools as a member of Eastman's GEM4STEAM program, and also volunteers as a tnAchieves mentor. She sings in the praise band at First Broad Street United Methodist Church, and leads a women's Bible study group. Chrissy and her husband Wesley have a precious ten-month old daughter, Olivia, who shares her joy and enthusiasm for life with all she meets.





AGENDA ACTION FORM

Appointment to the Kingsport Regional Planning Commission

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

Action Form No.: AF-161-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Lynn Tully, AICP
 Presentation By: Mayor Clark

Recommendation:

Approve appointment for a term beginning July 1, 2016 to fill an unexpired term ending June 30, 2017.

Executive Summary:

Mr. Pat Breeding has agreed to be appointed to the Kingsport Regional Planning Commission if approved by the Board of Mayor and Aldermen. The appointments for the Planning Commission are typically for four year terms he will be filling the unexpired vacancy of Dennis Ward. Mr. Breeding is a current city resident, commercial contractor and avid volunteer and his biography is attached.

Attachments:

1. Bio

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

Pat Breeding Bio:

May 2016

I grew up in Kingsport and I'm a graduate of Dobyys Bennett HS. I also have a Bachelor of Science Degree in Construction Engineering Technology from East Tennessee State University. (GO BUCS!)

My wife Bonny is from Elizabethton and is a Registered Nurse, we've been married for 29 years and are blessed with 3 wonderful kids, Spencer 25 Y.O. / Austin 23 Y.O. / Alexis 22 Y.O.

I've been in the construction industry for over 30 years and currently I'm Vice President of Operations for GRC Construction Services in Kingsport.

Currently I serve:

- *on the Board of Directors at Kiwanis Club of Kingsport,*
- *on the Board of The Friends of Warriors Path State Park*
- *as Vice President of the Associated General Contractors of America - Tri-Cities Branch.*

My hobbies are spending time with my Family on the lake, water skiing and playing basketball.



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way for SR 75 Water Line Replacement Project

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

Action Form No.: AF-124-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: R. Trent; P. Gilmer
 Presentation By: R. McReynolds

Recommendation:

Approve the offer.

Executive Summary:


In order to provide water service and fire protection to the new Sullivan County Agriculture Center, the Public Works Department has requested rights-of-way and easements across affected property. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner.

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#079; 085.70	Allen & Nancy Clark	Perm. 1,496 sq. ft.	\$117.00
	170 Old Turnpike Road	Temp. 1,582 sq. ft.	\$93.00
	Banner Elk, NC 28604		

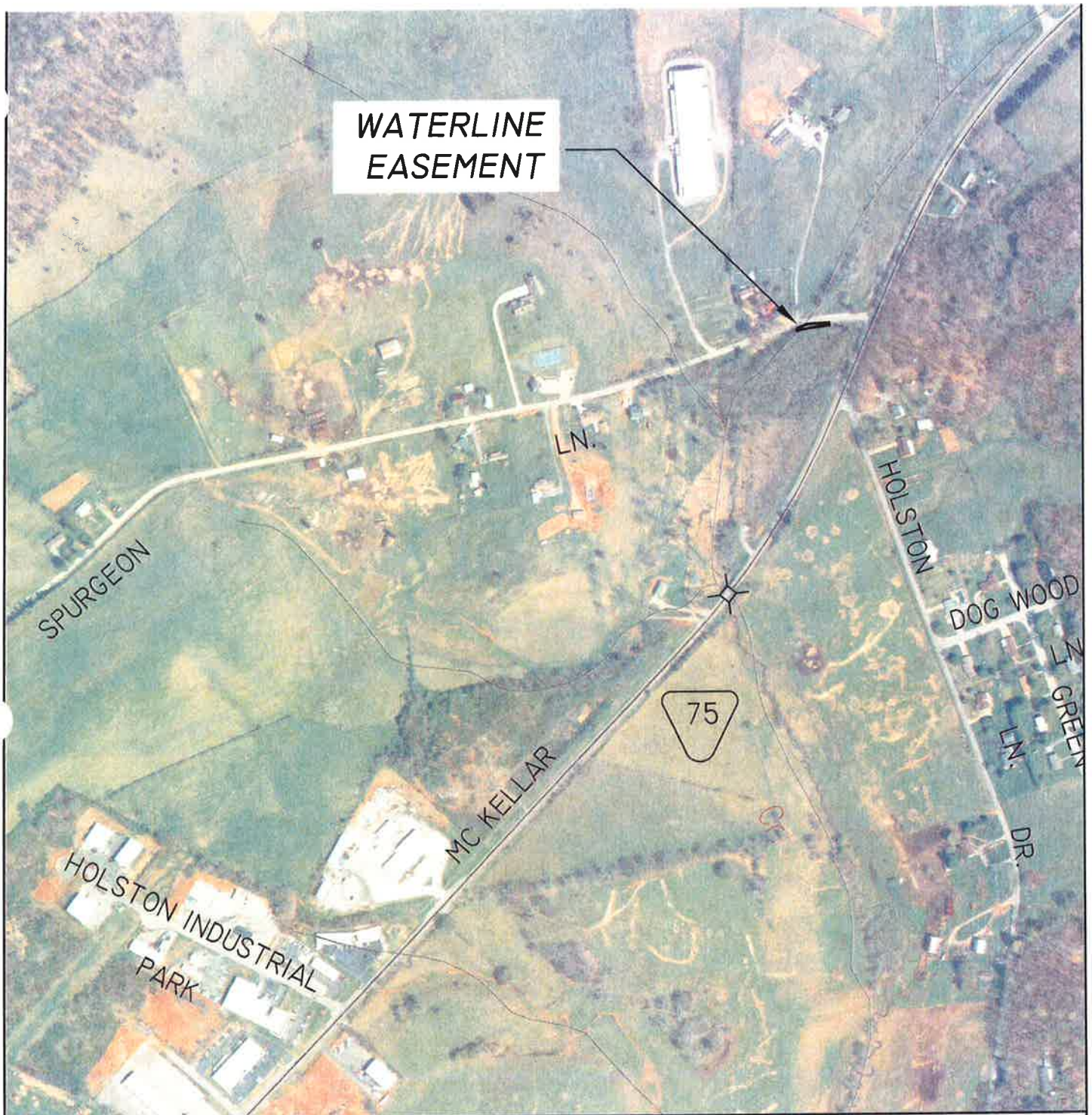
This project will be funded under #411-5004-501-9001

Attachment:

1. Project Location Map

Funding source appropriate and funds are available: 

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



ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)

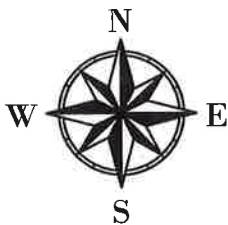


FIGURE I - MAP LOCATION SPURGEON LANE EASEMENT

CITY OF KINGSPORT, TENNESSEE

NOT TO SCALE

5 MAY 2016



AGENDA ACTION FORM

Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library

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

Action Form No.: AF-127-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Helen Whittaker
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

This is an annual agreement which makes the library eligible to receive, from the State Library through the Holston River Regional Library (a Multi-County Regional System):

- Professional and technical assistance to library staff and boards valued @ \$30,000
- Annual funds, which over the past 20 years have purchased approximately 27% of our total print collection
- Downloadable ebook, eAudio, magazines and streaming movies available through Overdrive purchased with State/Regional funds and online reference resources/databases valued @ \$1,700,000
- Statewide courier service valued @ \$10,000
- Access to direct library grants
- Access to State Construction Grant (\$100,000)

Attachments:

1. Resolution

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION 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 AND TRAINING AND FOR SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2016/2017

WHEREAS, the City of Kingsport is eligible to receive fiscal year 2016-2017 Tennessee State Library and Archives funding for books, online resources and professional training, and use of the courier service, the automation system and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives;

Now therefore,

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

SECTION I. That a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2016-2017 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2016-2017, 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:

2016-2017 PUBLIC LIBRARY SERVICE AGREEMENT
Holston River Region Sullivan County

Responsibilities of the Kingsport Public Library & Archives

The Public Library Board of Trustees will:

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including, but not limited to:
 - The Public Library Maintenance of Effort Agreement
 - The Public Library Service Agreement
 - The Official Public Library Service Area Population Agreement
 - County/City and Regional Library Board Appointments and Contact Information
 - The Public Library Annual Statistics Survey
 - Board of Trustees minutes and other reports made to the County and/or City governing body
 - A Long-range Plan for Library Services and Technology
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of

Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 4 of this document.

4. Maintain a schedule of service hours which best meets the needs of the residents and which will not fall below the level set in the preceding year. Note: Unduplicated branch hours are included in the service hours provided system-wide.

5. Follow all local, state and federal laws and regulations, including, but not limited to, display and provision of the mail-in Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993) Display posters and provide written material, provided by the Tennessee Division of Elections, educating the public regarding election law changes such as photo identification requirements.

6. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as it may deem proper.

7. Adopt written board bylaws and library usage policies and provide copies to the Regional Library.

8. Include Regional Director, or regional designee, in all board meetings as a non-voting participant and provide information related to the meeting and library and board official acts.

9. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives.

10. Require library director and/or staff participation at a minimum of four Regional Library- sponsored training programs annually.

11. Provide MARC-compatible cataloging records to AGen (statewide catalog database).

The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Non-Metropolitan Public Libraries, 2014
- Tennessee Trustee Manual and Tennessee Trustee Toolkit

Responsibilities of the State Library and Its Regional Offices

Subject to availability of resources, the State will:

1. Provide assistance to County and City officials and library board(s) in developing a unified system of public library service for all residents of the county.

2. Provide professional library consultant services to local public library boards and staff, which may include, but not be limited to:

- Planning and Development
- Personnel Management
- Policy Development
- Recruitment and Hiring of Library Directors
- Collection Management
- Grant Preparation Guidance
- Automation Guidance
- Facilities Management and Construction Guidance

3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include, but not be limited to:

- | | |
|--------------------------------|----------------------------------|
| • Materials Acquisitions | • Computer Hardware Problem |
| • Original Cataloging | • Resolutions |
| • Data Collection and Analysis | • Shared ILS Problem Resolutions |

4. Allocate State funds for a collection of library materials on indefinite loan.

5. Facilitate access to READS (Regional eBook and Audiobook Download System).

6. Provide an annual summer reading program workshop and library participant materials for promotion and implementation.

7. Purchase and maintain a collection of professional materials to support the improvement of library and management skills of local public library boards and staff.

8. Supply statistical information and data pertaining to the operation and use of the library.

9. Regularly provide workshops and training for library boards and staff.

[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 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Amendment to the Contract between the City Of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)

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

Action Form No.: AF-122-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Ronnie Hammonds
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities. In June 1996, the City executed a contract in lieu of a performance bond. The present amount of financial assurance is \$1,986,116.43. This amount must be adjusted annually for inflation. The new amount of \$2,009,949.82 requires an amendment to the contract.

Attachments:

1. Resolution
2. Contract in Lieu of Performance Bond

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

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

WHEREAS, in 1996, the board approved a resolution authorizing the mayor to sign an Contract in Lieu of Performance Bond with the Tennessee Department of Environment and Conservation for the demolition landfill; and

WHEREAS, due to inflation, the amount of the financial assurance changes annually; and

WHEREAS, the amount of the financial assurance in the current contract should be changed from \$1,986,116.43 to \$2,009,949.82;

Now therefore,

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

SECTION I. That an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation for the demolition landfill and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment of Contract in Lieu of Performance Bond

Whereas, Kingsport, TN and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond (Copy attached) for proper operation and closure and/or post-closure of Kingsport Demolition Landfill, Registration Number DML820000016; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 1,986,116.43 from any funds being disbursed or to be disbursed from the State to Kingsport, TN as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Kingsport, TN desire to change the amount of said financial assurance from \$ 1,986,116.43 to \$ 2,009,949.82

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:
The figure "\$1,986,116.43" is deleted and the figure "\$ 2,009,949.82" is substituted in lieu thereof.
Date of Amendment to Contract June 10, 2016.

[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 as setout herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Financial Responsibility
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

May 10, 2016

The Honorable John Clark
Mayor of Kingsport, TN
C/O Mr. Ronnie Hammonds
City Hall, 225 West Center Street
Kingsport, Tennessee 37660-4237

RE: Annual Inflation Adjustment of the financial assurance for ***City of Kingsport Demolition Landfill, Permit # DML820000016*** as required by the Regulations of the Division of Solid Waste Management.

Dear Mayor Clark:

The staff of the Financial Responsibility Group, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for 2016 inflation adjustments as **1.20%**. The amount of your financial assurance instrument(s) from the Year 2015 must be multiplied by **1.0120**. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U.S. Department of Commerce during the year.

Please review the amount(s) listed for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2015 Inflation Adjustment Required

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance On File	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total Required Amount of Financial Assurance:
DML 820000016	Contract	6-24-16	\$ 1,986,116.43	\$ 23,833.39		\$ 2,009,949.82

Mayor Clark
C/O Mr. Ronnie Hammonds
City of Kingsport
May 10, 2016
Page 2

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2016 annual inflation adjustment and/or post-closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

- (1) Any County and/or Municipal Contract In Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00).**

If you have any questions, please call me at (615) 532-0848 or you may email me at james.marks@tn.gov

Respectfully,

James Marks, ASA IV
Municipal & County Contract Administrator
TDEC – Division of Financial Responsibility

CC: Rick Whitson, Manager of Solid Waste Management, Johnson City Field Office, TDEC

Amendment of Contract in Lieu of Performance Bond

Whereas, **Kingsport, TN** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond (Copy attached) for proper operation and closure and/or post-closure of **Kingsport Demolition Landfill**, Registration Number **DML820000016**; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to **\$ 1,986,116.43** from any funds being disbursed or to be disbursed from the State to **Kingsport, TN** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and **Kingsport, TN** desire to change the amount of said financial assurance from **\$ 1,986,116.43** to **\$ 2,009,949.82**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure **“\$1,986,116.43”** is deleted and the figure **“\$ 2,009,949.82”** is substituted in lieu thereof.

Date of Amendment to Contract **June 10,** **2016.**

Commissioner
Department of Environment
and Conservation

Title: **Mayor**
For the City of **Kingsport, TN**

Commissioner
Department of Finance
and Administration

Title _____
For the County of: _____

Title _____
For _____

(Please Type or Complete Form in Ink and Submit Three (3) Signed Originals of this Document)



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Unleaded Gasoline to Mansfield Oil Co. of Gainesville

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

Action Form No.: AF-142-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: C. McCartt; S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary: Bids were opened on May 17, 2016 for the purchase of Unleaded Gasoline for use by the City for FY17. It is recommended to approve the award to the apparent low bidder Mansfield Oil Co. of Gainesville @ \$.0202 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery.

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.

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 *JF*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2017 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 on an as needed basis for use by all city departments and schools; and

WHEREAS, upon review of the bids, the board finds Mansfield Oil Company of Gainesville 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 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 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, 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 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 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 7th day of June, 2016.

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.



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: May 19, 2016
Re: Annual Diesel and Gasoline Fuel Purchase Recommendation

This will confirm my recommendation to accept the pricing offering of Mansfield Oil Company of Gainesville and to purchase Kingsport's gasoline and diesel from them for the upcoming fiscal year 16-17.

I have discussed this with our Fleet Stores Keeper, Mike Creasman, who is in agreement with this recommendation.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Ultra Low Sulfur Diesel Fuel to Mansfield Oil Co. of Gainesville

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

Action Form No.: AF-143-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: C. McCartt; S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 17, 2016 for the purchase of Ultra Low Sulfur Diesel Fuel for use by the City for FY17. It is recommended to approve the award to the apparent low bidder Mansfield Oil Co. of Gainesville @ \$.0414 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery.

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.

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 *[Signature]*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF
ULTRA LOW SULFUR DIESEL FUEL FOR USE IN CITY
EQUIPMENT AND VEHICLES 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 purchase of ultra low sulfur diesel fuel
for use in city equipment and vehicles; and

WHEREAS, upon review of the bids, the board finds Mansfield Oil Company of Gainesville
to be the lowest responsive compliant bidder in the best interest and advantage to the city, and the
City of Kingsport desires to purchase ultra low sulfur diesel fuel from finds Mansfield Oil Company of
Gainesville at cost plus \$.0414 per gallon mark-up margin above the daily average rack price per
Petro Scan, Knoxville, Tennessee the day of delivery; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option
clause which enables the city to award the purchase on an annual basis in one year increments up
to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the bid for purchase of ultra low sulfur diesel fuel for use in city
equipment and vehicles, at cost plus \$.0362 per gallon mark-up margin above the daily average
rack price per Petro Scan, Knoxville, Tennessee the day of delivery, is awarded to finds Mansfield
Oil Company of Gainesville 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 7th day of June, 2016.

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:

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 19, 2016
Re: Annual Diesel and Gasoline Fuel Purchase Recommendation

This will confirm my recommendation to accept the pricing offering of Mansfield Oil Company of Gainesville and to purchase Kingsport's gasoline and diesel from them for the upcoming fiscal year 16-17.

I have discussed this with our Fleet Stores Keeper, Mike Creasman, who is in agreement with this recommendation.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.



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 *AF*

Action Form No.: AF-144-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: R. McReynolds, C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 17, 2016 for the purchase of asphalt for use by all City Departments for FY17 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:

<u>W-L Construction & Paving</u>	<u>Pavewell Paving</u>	<u>Summers-Taylor</u>
411-E: \$51.00 per ton	411-E: \$50.50	411-E: \$59.75
307-C: \$49.75 per ton	307-C: \$47.00	307-C: \$52.50
307-B: \$43.50 per ton	307-B: \$44.00	307-B: \$51.25
411-D: \$60.29 per ton	411-D: \$68.00	411-D: \$61.00

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: *Goldsm*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
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, 2016, 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 7th day of June, 2016.

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:

ASPHALT			
Vendor:	Summers-Taylor	Pave-Well Paving	W.L. Const. & Paving
Asphalt Topping, Plant Mix (411-E) Per Ton	\$59.75	\$50.50	\$51.00
Asphalt Binder, Plant Mix (307-C) Per Ton	\$52.50	\$47.00	\$49.75
Asphalt Binder, Plant Mix (307-B) Per Ton	\$51.25	\$44.00	\$43.50
Asphalt Surface, Plant Mix (411-D) Per Ton	\$61.00	\$68.00	\$60.29
Cost/Mile for Delivery of Materials to Jobsite	Will not deliver	No delivery	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 20, 2016

TO: Brent Morelock, Assistant Procurement Manager
FROM: Ronnie Hammonds, Streets and Sanitation Manager
SUBJECT: Asphalt and Stone 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 primary bid to Vulcan Materials Company and the secondary bid to Aggregates USA.

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



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Crushed Stone for Use by All City Departments to Vulcan Construction Materials, LP and Aggregates USA, LLC.

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

Action Form No.: AF-145-2016
Work Session: June 6, 2016
First Reading: N/A

Final Adoption: June 7, 2016
Staff Work By: Committee
Presentation By: R. McReynolds, C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 17, 2016 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY17. 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 and Aggregates USA, LLC at an estimated annual cost of \$150,000 as follows:

	<u>Vulcan *</u>	<u>Aggregates USA**</u>
Crusher Run Stone:	\$13.50 per ton	\$14.00 per ton
Stone, TN Hwy # 68:	\$16.00 per ton	\$ No Bid
Stone, TN Hwy # 57:	\$16.00 per ton	\$18.50 per ton
Stone, TN Hwy # 8:	\$16.00 per ton	\$18.50 per ton
Stone, TN Hwy # 10:	\$16.00 per ton	\$18.50 per ton

*Cost per Mile for Delivery: \$3.25 per ton first mile

** Cost per Mile for Delivery: \$3.00 per ton first mile, \$.30/ton each additional mile

The specifications state that the City may award this bid to more than one vendor due to geographical considerations.

Funding is identified in various department accounts.

Attachments:

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

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

WHEREAS, bids were opened May 17, 2016, 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, 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 Vulcan Construction Materials, LP 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 Crusher Run Stone at the cost of \$13.00 per ton, Stone-TN Hwy # 68 at the cost of \$16.00 per ton, Stone-TN Hwy # 57 at the cost of \$16.00 per ton, Stone-TN Hwy # 8 at the cost of \$16.00 per ton, and Stone-TN Hwy # 10 at the cost of \$16.00 per ton, with the cost per mile for delivery \$3.25 per ton from Vulcan Construction Materials, LP as the primary vendor; and

WHEREAS, upon review of the bids, the board finds Aggregates USA, LLC as the secondary 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 Crusher Run Stone at the cost of \$14.00 per ton, Stone-TN Hwy # 57 at the cost of \$18.50 per ton, Stone-TN Hwy # 8 at the cost of \$18.50 per ton, and Stone-TN Hwy # 10 at the cost of \$18.50 per ton, with the cost per mile for delivery \$3.00 per ton for the first mile, and \$.30 per ton for each additional mile from Aggregates USA, LLC as the secondary 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 Aggregates USA, LLC 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 7th day of June, 2016.

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:

STONE		
Vendor:	Aggregates USA	Vulcan Materials Co.
Crusher Run Stone City of Kingsport	\$14.00	\$13.50
Crusher Run Stone City of Church Hill	No Bid	\$13.50
Stone, TN Hwy. #68 City of Kingsport	N/A	\$16.00
Stone, TN Hwy. #68 City of Church Hill	N/A	\$16.00
Stone, TN Hwy. #57 City of Kingsport	\$18.50	\$16.00
Stone, TN Hwy. #57 City of Church Hill	No Bid	\$16.00
Stone, TN Hwy. #8 City of Kingsport	\$18.50	\$16.00
Stone, TN Hwy. #8 City of Church Hill	No Bid	\$16.00
Stone, TN Hwy. #10 City of Kingsport	\$18.50	\$16.00
Stone, TN Hwy. #10 City of Church Hill	No Bid	\$16.00
FOB Point Located at:	Tri-Cities Airport Quarry	400 Deneen Ln., Kingsport, TN
Cost Per Mile For Delivery City of Kingsport	\$3.00/Ton – First Mile – Plus \$.30/Ton – Each additional Mile. Haul charges based on full load.	\$3.25 Minimum
Cost Per Mile For Delivery City of Church Hill		\$3.25 Minimum
Extension of Bid Price to Developers	No	No
Areas Serviced – Both, Southside, Northside	Both	Both

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

MEMORANDUM

May 20, 2016

TO: Brent Morelock, Assistant Procurement Manager
FROM: Ronnie Hammonds, Streets and Sanitation Manager
SUBJECT: Asphalt and Stone 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 primary bid to Vulcan Materials Company and the secondary bid to Aggregates USA.

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



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Copier Paper to Supplyworks, Inc

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

Action Form No.: AF-146-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: C. McCartt, S. Crawford

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 17, 2016 for the purchase of copier paper for use in City and Schools locations for FY17. It is recommended to approve the award to the apparent low bidder Supplyworks, Inc. @ \$27.38 per case for 8.5" x11". The estimated annual cost for copier paper is \$100,000.00

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: *JF/dsm*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR PURCHASE OF COPIER PAPER FOR FISCAL YEAR 2017 FOR USE BY THE CITY, INCLUDING THE CITY SCHOOLS, TO SUPPLYWORKS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 17, 2016, 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 Supplyworks, Inc. 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 Supplyworks, Inc., at an estimated annual cost of \$100,000.00; 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 2017 is awarded to Supplyworks, Inc. at an estimated annual cost of \$100,000.00 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 7th day of June, 2016.

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:


COPIER PAPER					
Vendor:	Supplyworks	Am. Paper & Twine	Office Depot	Contract Paper Group	Staples
8.5 x 11, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$27.38	\$29.50	\$27.50	\$27.95	\$27.82
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$43.28	\$40.80	\$49.43	\$38.00	\$37.31
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case	\$34.12	\$32.10	\$38.64	\$31.00	\$29.59

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



AGENDA ACTION FORM

Extend the Award to Purchase Janitorial Supplies & Equipment from Supplyworks for FY17

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

Action Form No.: AF-149-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: C. McCartt; S. Crawford

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 FY17 as well. The estimated annual cost for janitorial items is not anticipated to exceed \$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: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
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 2017; 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 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Morelock, Brent

From: Salyer, Randy
Sent: Wednesday, May 11, 2016 7:41 AM
To: Morelock, Brent
Cc: Austin, David
Subject: Janitorial Recommendation

Brent

I am pleased with the service and quality that Supply Works has provided the City of Kingsport in the past year and would recommend that we renew the contract with them for FY17. Supply Works web site is very useful to our department as for as ordering and checking price and availability of any supply's we need . Supply Works being with US Communities the prices are very competitive and most cases will be delivered to our site within 2 to3 days. Also being with Supply Works for the last year we know what days they deliver and having very small storage area for supply's I know I can count on them to have my order here when I need it.

Thank You
Randy Salyer

Morelock, Brent

From: Neeley, Willie <wneeley@k12k.com>
Sent: Tuesday, May 10, 2016 2:57 PM
To: Morelock, Brent
Cc: Salyer, Randy; Cutshall, Terry L.; Austin, David; Tallman, Lisa
Subject: Janitorial Recommendation

Hello Brent

It is my Recommendation to stay with supply works for the another year .

The ease of computer ordering and inventory tracking alone is a wonderful tool they have giving us.

Also the training available to us through their insite program is wonderful and at no cost to us for this.

Also I would like to add they already have state bidding so we don't Have to Bid individual items .

thanks

Willie Neeley

Courier/Warehouse Coordinator



office-423-378-2193

fax-423-378-2197

wneeley@k12k.com



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Two (2) Combination Jet/Vacuum Sewer Line Cleaner Trucks

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

Action Form No.: AF-150-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: C. McCartt, R. McReynolds,
 S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on April 21, 2016 for the purchase of two combination jet/vacuum sewer line cleaner trucks for use by the Public Works Department & Sewer Plant. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 6, 2016 and placed on our website for 16 calendar days. It is the recommendation of the committee to accept the low compliant bid from Stringfellow for two International 7500/Camel 1200 as follows:

	\$355,158.00	Unit Price
Less	\$8,000.00	Trade-In allowance for Equipment # 452
Less	<u>\$5,000.00</u>	Trade- In allowance for Equipment # 559
	\$697,316.00	Total Purchase Price

One unit is a Fleet Replacement and one unit is an addition. Lower dollar amount bids are not being recommended for reasons outlined in the recommendation memo.

Funding is identified in Account # 51150085019010 & SW1604.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/ photo

Funding source appropriate and funds are available: *[Signature]*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF
TWO COMBINATION JET/VACUUM SEWER LINE CLEANER
TRUCKS TO STRINGFELLOW, INC. AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE
SAME

WHEREAS, bids were opened April 21, 2016, for the purchase of two (2) combination jet/vacuum sewer line cleaner trucks for the use at the Public Works Department and sewer plant; and

WHEREAS, the city will receive \$8,000.00 for a trade-in allowance for equipment #452 and a trade-in allowance of \$5,000.00 for equipment #559; and

WHEREAS, upon review of the bids, the board finds Stringfellow, 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 two (2) 2017 International 7500/Camel 1200 jet/vacuum sewer line cleaner trucks from Stringfellow, Inc., at a total purchase cost of \$697,316.00 which includes the deduction of the \$13,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010 and SW1604.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2017 International 7500/Camel 1200 jet/vacuum sewer line cleaner trucks at a total purchase cost of \$697,316.00, which includes the deduction of the \$13,000.00 trade-in allowance, is awarded to Stringfellow, Inc., and the city manager is authorized to execute a purchase order 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 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 21, 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:

COMBINATION JET RODDER TRUCKS						
Vendor:	Qty.:	Unit Cost:	Trade-In #452:	Trade-In #559:	Delivery Time:	Make/Model:
Stringfellow	2	\$364,388.00	\$ 8,000.00	\$ 5,000.00	135-165 Days	2017 Freightliner with Super Products Camel 1200
Stringfellow	2	\$377,232.00	\$ 8,000.00	\$ 5,000.00	215-245 Days	2017 Kenworth T470 with Super Products Camel 1200
Stringfellow	2	\$355,158.00	\$ 8,000.00	\$ 5,000.00	324-384 Days	International 7500 with Super Products Camel 1200
CMI Equipment Sales	2	\$366,540.00	\$40,000.00	\$40,000.00	270-330 Days	2017 International 7500 SBA 6x4 with Aquatech B-15/1700
CMI Equipment Sales	2	\$371,500.00	\$40,000.00	\$40,000.00	270-330 Days	2017 International 7500 SBA 6x4 with Aquatech F-15/1700
Triad Freightliner of TN	2	\$366,687.00	\$ 5,000.00	\$ 5,000.00	195-235 Days	2017 Freightliner 114 SD with Camel 1200
Triad Freightliner of TN	2	\$375,545.70	\$40,000.00	\$40,000.00	150-225 Days	2017 Freightliner 114 SD with Aquatech B-15/1700
Triad Freightliner of TN	2	\$381,106.00	\$40,000.00	\$40,000.00	150-225 Days	2017 Freightliner 114 SD Aquatech F-15/1700

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager

From: Truck Committee: Niki Ensor, Water Plant/ Waste Water Manager
Greg Willis, Streets Supervisor
Steve Robbins, Senior Storm Water Engineer
John Johnson, Waste Water Plant Foreman
Steve Hightower, Fleet Manager

Date: May 23, 2016

Re: Jet Rodder Purchase Recommendation

This will confirm Staff's review and recommendation to purchase the low, compliant bid of the following vendor and accept the trade in offerings of \$8,000 for unit #452 and \$5,000 for unit #559.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	International/Camel 1200	Stringfellow	Not Provided

Low Compliant Bidder

Summary

It is the Truck Committee's recommendation to accept the International Chassis, with Camel 1200 body, offering of Stringfellow because they were compliant with the Public Works Department's equipment needs specifications. The lower bid offerings of CMI Equipment, providing an Aquatech body, were non-compliant due to critical exceptions that would hamper the successful operation of the unit(s) within the City's Fleet. The following items are the noted critical exceptions of the CMI bid proposal:

- Ejector Type Debris Removal System specified / Dump Style quoted
- 420 GPM Trash Pump specified / 300 GPM Trash Pump quoted
- Direct Drive Vacuum Pump specified / Poly Chain Driven Vacuum Pump quoted
- Hydraulic Pump Capacity 40 GPM/2000PSI @1,800 rpm specified/ 8 GPM @ 2,000psi Pump quoted
- 100 Gallon Baffled Hydraulic Tank specified / 30 Gallon Hydraulic Tank quoted
- Hose Reel to be Dual Chain Driven specified/ Single Chain Drive quoted
- 250 Degree Boom Rotation was specified / 180 degree rotation was quoted
- Two Hydraulic Cylinders for opening and closing rear door was specified/ One Cylinder for opening and closing of the rear door was quoted

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is Mid-April with 15 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed for non-performance.

A confirming email with recommendation is attached below.

Trade In(s)

1. Trade in(s):
 - a. 452 - 1990 LN8000 Ford with Vactor Body - Age: 26 Years – 2.35 MPG - Trade Offering: \$8,000
 - b. 559 - 1990 LN8000 Ford with Vactor Body - Age: 26 Years – 3.49 MPG - Trade Offering: \$5,000
2. The replacement for #452 will be a Fleet Replacement.
3. The replacement for #559 will be a “holdover” replacement.

Fuel Economy Improvement

0%

- a. The unit(s) being replaced will have similar fuel economy ratings so there will be no improvements in fuel economy.

Origin Information

1. New Unit Origin of Manufacture:
 - a. Cab/ Chassis Mfg.– Lisle, Illinois
 - i. Domestic Content not provided by OEM/Dealer
 - b. Body Manufacture – New Berlin, Wisconsin
 - i. 80% Domestic/ 20% Foreign Materials
2. New Unit Purchase Dealer:
 - c. Cab/ Chassis/ Body – Represented by Stringfellow – Nashville, TN
 - i. Goodpasture Motors – Bristol, Virginia
 - d. Body Dealership – Stringfellow , Nashville, TN

Should you have any questions about this recommendation, please do not hesitate to contact us.

Thank you



Picture for demonstration purposes only and is not the exact product being purchased

From: Willis, Greg
Sent: Thursday, May 19, 2016 3:53 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: Vac truck recommendation

Steve the review committee for the vac truck (Steve Robbins, Niki Ensor, John Johnson, and Greg Willis) has met and reviewed the equipment submitted by each vendor. Steve after review the International 7500 with super products Camel 1200 has met the specifications and is the committee's recommendation. The cost is not the lowest bid but it meets specs. The cost will be \$697,316 for two trucks with a 324 to 384 day delivery. Steve we recommend that we proceed with the purchasing process.

Greg Willis Streets Supervisor.
609 Industry Dr.
Kingsport Tn.37660
Phone. 423-229-9493
x 423-224-2715



AGENDA ACTION FORM

Amendment to the Agreement with KBC Distributing, LLC

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

Action Form No.: AF-151-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: Jennifer Walker

Recommendation:

Approve the Resolution.

Executive Summary:

At the Board of Mayor and Aldermen meeting of November 17, 2015 a resolution was passed to execute an agreement with KBC Distributing, LLC. This agreement was to establish a continuous supply of Beaded Yogurt Dots for use by the City of Kingsport School Nutrition Services for the time period of November 18, 2015 – June 30, 2016. 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 of Kingsport. The contract amount is not to exceed \$101,250.00

It is now recommended to amend this agreement to extend it for the July 1, 2016 – June 30, 2017 time period at \$101,250.00.

Funding will be provided from the School Nutrition Services.

Attachments:

1. Resolution
2. KBC Distributing, LLC Response Letter
3. Addendum to Agreement

Funding source appropriate and funds are available: *[Signature]*

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE AGREEMENT WITH KBC DISTRIBUTING, LLC FOR BEADED YOGURT ITEMS FOR USE BY KINGSFORT 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

WHEREAS, on November 17, 2015, the board approved an agreement with KBC Distributing, Inc. for beaded yogurt dots for various Kingsport City Schools; and

WHEREAS, the terms of the agreement included an option to renew 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 amend the agreement to extend the agreement for July 1, 2016, to June 30, 2017, in an amount not to exceed \$101,250.00; and

WHEREAS, funding is available in the School Nutrition Budget.

Now therefore,

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

SECTION I. That the amendment to the agreement with KBC Distributing, LLC for beaded yogurt dots for use by Kingsport City Schools Nutrition Services extending the agreement for July 1, 2016, to June 30, 2017, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with KBC Distributing, LLC for beaded yogurt dots used by School Nutrition Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

**ADDENDUM TO AGREEMENT
BETWEEN KBC DISTRIBUTING, LLC
AND CITY OF KINGSFORT
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2016**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 1, 2016 to June 30, 2017. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to two (2) years providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$101,250.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$101,250.00) is subject to being increased in the event the units

required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, June 30, 2017. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KBC DISTRIBUTING LLC

Dippin Dots Ice Cream Distributor



Kingsport City Schools
400 Clinchfield Street
Kingsport TN 37660
ATTN: Lisa Tallman

May 16, 2016

Dear Ms. Tallman

KBC Distributing / Dippin Dots agrees to extend the agreement with Kingsport City Schools thru June 30, 2017. There will be no price increase for the 2016 – 2017 school year.

Should you have questions or need clarification, please do not hesitate to contact us.

Respectfully,

Mark Mowery
Territory Manager
KBC Distributing LLC

P.O. Box 1073
London KY 40743

PHONE 606.864.5551 800-998-2088
FAX 606.864.2088

ADDENDUM TO AGREEMENT

BETWEEN KBC DISTRIBUTING, LLC

AND CITY OF KINGSPORT

MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2016

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 1, 2016 to June 30, 2017. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to two (2) years providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$101,250.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$101,250.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, June 30, 2017. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

KBC DISTRIBUTING, LLC.

CITY OF KINGSPORT, TENNESSEE

BY: _____

BY: _____

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney



AGENDA ACTION FORM

Amendment to the Agreement with Crook Brothers

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

Action Form No.: AF-152-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: J. Walker

Recommendation:

Approve the Resolution.

Executive Summary:

At the Board of Mayor and Aldermen meeting of June 2, 2015 a resolution was passed to execute an agreement with Crook Brothers. This agreement was to establish a continuous supply of produce for use by the City of Kingsport School Nutrition Services for the time period of July 1, 2015 – June 30, 2016. 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 of Kingsport. The contract amount is not to exceed \$200,000.00

It is now recommended to amend this agreement to extend it for the July 1, 2016 – June 30, 2017 time period at \$200,000.

Funding will be provided from the School Nutrition Services.

Attachments:

1. Resolution
2. Crook Brothers Response Letter
3. Addendum to Agreement

Funding source appropriate and funds are available: *[Signature]*

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

RESOLUTION NO. _____

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

WHEREAS, on June 2, 2015, the board approved an agreement with Crook Brothers for produce for various Kingsport City Schools; and

WHEREAS, the terms of the agreement included an option to renew 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 amend the agreement to extend the agreement from July 1, 2016, to June 30, 2017, in an amount not to exceed \$200,000.00; and

WHEREAS, funding is available in the School Nutrition Budget.

Now therefore,

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

SECTION I. That the amendment to the agreement with Crook Brothers for produce for use by Kingsport City Schools Nutrition Services extending the agreement from July 1, 2016, to June 30, 2017, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Crook Brothers for produce used by School Nutrition Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

**ADDENDUM TO AGREEMENT
BETWEEN CROOK BROTHERS
AND CITY OF KINGSPORT
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2016**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 1, 2016 to June 30, 2017. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to two (2) year providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the

unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, June 30, 2017. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



May 13, 2016

Kingsport City Schools
400 Clinchfield Street, Ste 200
Kingsport, TN 37660
Via Email: ltallman@k12k.com

Attn: Lisa Tallman
Assistant Procurement Manager/School

RE: Produce Contract- City of Kingsport School Nutrition Program

Dear Lisa:

The purpose of this letter is to notify you that we wish to extend the above reference contract dated June 10, 2015 until June 30, 2017 per your offer dated May 6, 2016.

Thank you for the opportunity to serve Kingsport City Schools.

We appreciate your business.

A handwritten signature in blue ink, appearing to read 'Ken Crook', is written over the printed name and title.

Kenneth Crook
President

ADDENDUM TO AGREEMENT

BETWEEN CROOK BROTHERS

AND CITY OF KINGSPORT

MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2016

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 1, 2016 to June 30, 2017. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to two (2) year providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, June 30, 2017. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

CROOK BROTHERS

CITY OF KINGSPORT, TENNESSEE

BY: _____

BY: _____
Mayor John Clark

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney



AGENDA ACTION FORM

Authorization to Issue a Blanket Order to Purchase Replacement Textbooks for the Kingsport City Schools

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

Action Form No.: AF-153-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

It is the responsibility of the State Textbook Commission to recommend textbooks for adoption by the State Board of Education. This process is structured such that textbooks for all subjects are reviewed once every six years. Subjects are grouped into six groupings so that only one subject or group of subjects is reviewed every year. Local school systems must subsequently adopt books on the official list and provide them to their students. Tennessee Book Company is the official State of Tennessee school book depository/distributor. Orders will be entered on the Tennessee Book Company system for all grades and a blanket order will be issued to be used in receiving and paying for the textbooks. The recommendation is to approve the issuance of a Blanket Order of up to \$200,000.00 in textbooks from Tennessee Book Company.

Funding for this purchase is contained in various school specific textbook accounts within the Schools Budget.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *DF/dsm*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF
REPLACEMENT TEXTBOOKS BY THE KINGSPORT CITY
SCHOOL SYSTEM AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A BLANKET PURCHASE ORDER FOR THE SAME

WHEREAS, the State Board of Education through the State Textbook Commission has reviewed the current textbook and has recommended new books for adoption by local school districts to use in all grades; and

WHEREAS, the Kingsport City Schools will be ordering from the Tennessee Book Company in a centralized, blanket order for all grades at all schools at a cost of \$200,000.00; and

WHEREAS, the Tennessee Book Company is the contractor responsible for the distribution of textbooks throughout the state of Tennessee; and

WHEREAS, funding is identified in individual school textbook accounts.

Now therefore,

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

SECTION I. That the purchase of replacement text books for all grades in the Kingsport City School System from Tennessee Book Company in the amount of \$200,000.00 is approved and the city manager is authorized to execute a blanket purchase order for same.

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Contract with the Virginia Department of Transportation 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-159-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 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 2017, the MTPO's allocation of Federal Planning funds from Virginia is \$4,024 Federal (80%), matched by \$503 from VDOT (10%) and \$503 from the City of Kingsport (10%), totaling \$5,030. These funds have been included in the annual budget process. Staff recommends the Board approve the contract accepting the Federal/State Planning funds

Attachments:

1. Resolution
2. Letter of Authorization/Agreement

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2017; 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), in the amount of \$5,030.00 for fiscal year 2017; and

WHEREAS, matching funds in the amount of \$503.00 are required, which are accounted for during the annual budget process and will come from the approved FY2017 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 Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,030.00 and requiring \$503.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2017, 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 Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,030.00 and requiring \$503.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2017 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, said letter being as follows:

FY-17 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2017
Kingsport Urbanized Area CFDA 20.205,
Highway Planning and Construction

Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2012, 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 2017 (July 1, 2016, to June 30, 2017).

These funds are to be used to finance the activities contained in the approved FY 2017 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 2017 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-17	Local Match	Grand Total of Support for FY-17 UPWP Activities
PL	\$4,024	\$503	\$4,527	\$503	\$5,030

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, 2016, 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 2017 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2012, 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 Deleted for Inclusion in this Resolution]

ATTACHMENT 1

CERTIFICATION OF THE CITY OF KINGSFORT, 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.

[Acknowledgements Deleted for Inclusion in this Resolution]

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 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.

[Acknowledgements Deleted for Inclusion in this Resolution]

ATTACHMENT 2

PERSONNEL AND SALARIES
(This listing is to be prepared by CITY OF KINGSPORT, TN)

ATTACHMENT 3

Indirect Cost Certification Statement

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 Commission submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval.)**

Section III: Indirect Cost Rate

- ☐ There will be no significant change in the indirect cost rate from that previously used.
☐ There will be a significant change in the indirect cost rate from that previously used. The proposed rate is _____.

(As soon as possible and under separate cover, the Commission submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval.)

[Acknowledgements Deleted for Inclusion in this Resolution]

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# _____

POP (area in which the project will be completed/performed)

City _____

State _____

Zip Code +4 _____

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the Letter of 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 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 7th day of June, 2016.

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 18, 2016

Mr. William Albright
Transportation Planning Manager
City of Kingsport Tennessee
201 West Market Street
Kingsport, TN 37660

RE: FY-17 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2017
Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction

Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2012, 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 2017 (July 1, 2016, to June 30, 2017).

These funds are to be used to finance the activities contained in the approved FY 2017 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 2017 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-17	Local Match	Grand Total of Support for FY-17 UPWP Activities
PL	\$4,024	\$503	\$4,527	\$503	\$5,030

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 18, 2016

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, 2016, 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 2017 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2012, 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 Manger 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# _____

POP (area in which the project will be completed/performed)

City _____

State _____

Zip Code +4 _____

CITY OF KINGSPORT, TN

By: _____

Date: _____



AGENDA ACTION FORM

Apply for and Receive a Grant for \$22,193 from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) FY 2016 Local Solicitation

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

Action Form No.: AF-126-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grants (JAG). We have been notified that we are eligible for \$22,193.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

1. Resolution.
2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016 Local Solicitation.

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM FISCAL YEAR 2016 LOCAL SOLICITATION GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the city would like to apply for the United States Department of Justice Edward Byrne Memorial Justice Assistance Fiscal Year 2016 Local Solicitation Grant to purchase equipment and technology for the Kingsport Police Department.

WHEREAS, the grant funds would be in the amount up to \$22,193.00 and there is no local match; and

WHEREAS, certain documents must be completed and executed to receive the grant funds.

Now therefore,

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

SECTION I. That application for and receipt of a United States Department of Justice Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Fiscal Year 2016 Local Solicitation Grant in the amount of up to \$22,193.00 to purchase equipment and technology for the Kingsport Police Department 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, all documents necessary and proper to apply for and receive a United States Department of Justice Bureau of Justice Edward Byrne Memorial Justice Assistance Fiscal Year 2016 Local Solicitation Grant and any and all documents necessary and proper for such application and receipt of funds.

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 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

2016-H3297-TN-DJ


[Application](#)
[Correspondence](#)

 Switch to
[Review SF-424](#) [Print a Copy](#)

Application Handbook

[Overview](#)
[Applicant
Information](#)
[Project Information](#)
[Budget and
Program
Attachments](#)
[Assurances and
Certifications](#)
[Review SF 424](#)
[Submit Application](#)
[Help/Frequently
Asked Questions](#)
[GMS Home](#)
[Log Off](#)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name City of Kingsport		Organizational Unit Kingsport Police Department
Address 200 Shelby St Kingsport, Tennessee 37660-4256		Name and telephone number of the person to be contacted on matters involving this application Gore, Randall (423) 343-9803
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 62-6000324		7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA: Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Technology and Equipment Advancement and Improvement.
12. AREAS AFFECTED BY PROJECT Law Enforcement, Records		
13. PROPOSED PROJECT Start Date: October 01, 2016 End Date: September 30, 2018		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project TN01
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	\$22,193	Program is not covered by E.O. 12372
Applicant	\$0	
State	\$0	
Local	\$0	

Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$22,193	

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS
APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS
BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE
APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE
ASSISTANCE IS REQUIRED.**

Continue

Abstract**City of Kingsport Grant Application 2016-H3297-TN-DJ**

Applicant's Name: City of Kingsport

Title of Project: Technology Equipment Advancement and Improvement.

Goals of the Project: Allow patrol officers to engage in more proactive and community-oriented policing to increase crime prevention and prosecution by introducing self-reporting of crimes by citizens online and by kiosk(s).

Description of the strategies to be used: Purchase, install and implement an online and kiosk type self-reporting system. Strategy includes software, kiosk(s) and public education via press releases and online information presence.

Major Deliverables:

- 1) Decreased officer time spent on walk-in type complaints that do not require a sworn position to file the report. Examples include lost property reports. Saved time can be redirected to proactive policing opportunities such as directed patrol.
- 2) Decreased response times – officers can become tied up on lobby reports for several hours. Redirecting them to regular zones or in-progress calls can speed up response times.
- 3) Improved citizen satisfaction with a reduction in wait time and by providing an online presence. Citizen's currently have to drive to the police station or have an officer come to their home. Wait times can be an hour or more to file simple reports with a patrol officer.

Project Identifiers: Identifiers associated with proposed project activities include:

Computer Software/Hardware

Public Engagement

Equipment – General

Case Management

Policing

Program Narrative

City of Kingsport Grant Application 2016-H3297-TN-DJ

The Kingsport Police Department desires to increase the amount of time officers can dedicate to proactive community policing and increase the satisfaction of police service within the city limits. With the large daytime commuter population of the city, patrol officers often find themselves behind a desk at the police department or meeting with citizens throughout the area taking reports for minor crimes and/or incidents.

Additionally, while taking these reports, officers are often times unavailable to engage in proactive and community-oriented policing. The department desires its' officers to be out in the communities creating relationships with citizens, actively suppressing crime, and minimizing traffic crash fatalities and injuries through traffic enforcement.

The department realizes that in this day and age immediate and satisfactory service is expected. To that effect the Kingsport Police Department would like to implement an online citizen reporting package. This package would allow citizens to have police service at the touch of a keyboard to report minor crimes/complaints. Whether it be a computer from their home or office or a kiosk(s) strategically located within the city.

This would eliminate the wait time for an officer to respond and then write the report.

We also feel this service would result in a positive relationship between the citizens and department. The additional and perhaps primary impact would be having more officers in the field actively tackling crime issues, traffic issues, and forming citizen contacts in the spirit of community oriented policing. We also anticipate that with more available officers, the response time where an officer is needed should decrease. We feel that the initial success of this program will allow it to continue in the foreseeable future with additional crimes/complaints being added to the online reporting system.

Budget and Budget Narrative

City of Kingsport Grant Application 2016-H3297-TN-DJ

As a result of continued growth within our city, officers are often relegated to taking police reports that can be classified as minor in nature. Additionally, as the concept and growth of community and proactive policing has spread nationwide, our officers often find themselves spending time in the police department or just entering data in their portable data assistants for crimes/incidents that are minor in nature. Our desire is to purchase the LexisNexis Desk Officer Reporting System, which would allow citizens to self-report departmentally approved crimes/incidents from any computer with internet access and/or kiosk(s) strategically placed throughout the city. We feel that this would assist in freeing our officers to engage in more proactive and community oriented policing strategies, whereby crime would be prevented and positive citizen relationships would be formed.

All purchases will be made in compliance with the City of Kingsport's Procurement/Purchasing guidelines.

Budget

	How many	Cost per	Total	Total Category
A. Personnel	<i>None</i>			\$0
B. Fringe Benefits	<i>None</i>			\$0
C. Travel	<i>None</i>			\$0
D. Equipment-	<u>LexisNexis Desk Officer Reporting System</u>			\$24,750.00
Set-up fee	1	\$13,500.00		\$13,500.00
Usage, support, maint.1		\$11,250.00		\$11,250.00
E. Supplies	<i>None</i>			\$0
F. Construction	<i>None</i>			\$0
G. Consultants/ Contracts				\$0
<u>Consultants</u>	<i>None</i>			
<u>Consultant Expenses</u>	<i>None</i>			
<u>Contracts</u>	<i>None</i>			
H. Other Costs	<i>None</i>			
I. Indirect Costs	<i>None</i>			
Budget Summary				
A. Personnel				\$0
B. Fringe Benefits				\$0
C. Travel				\$0
D. Equipment				\$24,750.00
E. Supplies				\$0
F. Construction				\$0

G. Consultants/Contracts	\$0
H. Other	\$0
Total Direct Costs	\$24,750.00
I. Indirect Costs	\$0
 TOTAL PROJECT COSTS	 \$24,750.00
 Federal Request	 \$22,193.00
Non-Federal Amount	\$ 2,557.00

Review Narrative**City of Kingsport Grant Application 2016-H3297-TN-DJ**

The City of Kingsport Police Department made its Fiscal Year 2016 JAG application and solicitation available to the City Manager and Board of Mayor and Alderman on June 1, 2016. Additionally, a copy of the application and solicitation were placed in the lobby of City Hall on June 1, 2016 for public review. Finally, public comment opportunities are provided at all Board of Mayor and Aldermen meetings. Citizens may comment on the JAG application at the next scheduled Board of Mayor and Aldermen meeting on June 7, 2016.



KINGSPORT POLICE DEPARTMENT

200 Shelby Street, Kingsport, Tennessee 37660
Information: (423) 229-9300 · Fax: (423) 224-2786
Email: ktpd@ci.kingsport.tn.us

David Quillin
Chief of Police
(423) 229-9423



City of Kingsport Grant Application 2016-H3297-TN-DJ

Disclosure of Pending Applications

The City of Kingsport Police Department does not have any pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year (FY) 2016 Local Solicitation Applications Due: June 30, 2016

Eligibility

Eligible applicants are limited to units of local government appearing on the FY 2016 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/16jagallocations.html. For JAG Program purposes, a unit of local government is a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribal government that perform law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

Deadline

Applicants must register in the [OJP Grants Management System \(GMS\)](#) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by **due by 5:00 p.m. eastern time on June 30, 2016**.

For additional information, see [How to Apply](#) in Section [D. Application and Submission Information](#).

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888-549-9901, option 3 or via email at GMS.HelpDesk@usdoj.gov. The [GMS](#) Support Hotline hours of operation are Monday – Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must email the contact identified below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under “Experiencing Unforeseen GMS Technical Issues” in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday. You may also contact your [State Policy Advisor](#).

Release date: May 16, 2016

Contents

A. Program Description	4
Overview	4
Program-Specific Information	4
Goals, Objectives, and Deliverables	7
Evidence-Based Programs or Practices	7
B. Federal Award Information	8
Type of Award	8
Financial Management and System of Internal Controls	9
Budget Information	10
Cost Sharing or Matching Requirement	11
Pre-Agreement Cost (also known as Pre-award Cost) Approvals	11
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs	11
Costs Associated with Language Assistance (if applicable)	12
C. Eligibility Information	14
Limit on Number of Application Submissions	14
D. Application and Submission Information	14
What an Application Should Include	14
How to Apply	22
E. Application Review Information	24
Review Process	24
F. Federal Award Administration Information	25
Federal Award Notices	25
Administrative, National Policy, and other Legal Requirements	25
General Information about Post-Federal Award Reporting Requirements	26
G. Federal Awarding Agency Contact(s)	26
H. Other Information	26
Provide Feedback to OJP	26
Application Checklist	28

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2016 Local Solicitation (CFDA #16.738)

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

Program-Specific Information

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections, community corrections and reentry programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Additionally, BJA reminds applicants that the JAG program allows funding for broadband deployment and adoption activities as they relate to criminal justice activities.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make State Administering Agencies (SAAs) and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will be focusing nationally and encourages each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, local, and tribal government in America. BJA continues to encourage states and localities to invest valuable JAG funds in programs to combat gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing or owning guns are prevented from doing so by enhancing reporting to the FBI's National Instant Criminal Background Check System (NICS).

While our nation has made great strides in reducing violent crime, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the [Violence Reduction Network](#) (VRN). By the end of FY 2016, 10 VRN sites, working with a broad network of federal, state, and local partners, will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in their communities. States and localities can support VRN sites by investing JAG funds in technology, crime analysis, training, and community-based crime reduction programs in VRN communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Law enforcement agencies across the country are equipping their officers with body-worn cameras (BWCs) to increase transparency and build community trust. The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report [Police Officer Body-Worn Cameras: Assessing the Evidence](#), and the COPS Office and Police Executive Research Forum paper, [Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned](#).

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs. Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

The BJA [BWC Toolkit](#) provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

National Incident-Based Reporting System (NIBRS)

The FBI has formally announced its intentions to establish NIBRS as the law enforcement (LE) crime data reporting standard for the nation. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Once this transition is complete, the FBI will no longer collect summary data and will only accept data in the NIBRS format and JAG awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. State and local JAG grantees are encouraged to use JAG funds to expedite the transition to NIBRS in their jurisdictions.

Justice System Reform and Reentry

There is growing bipartisan support for Justice Systems Reform and Reentry. A promising approach to justice systems reform is the [Justice Reinvestment Initiative](#) (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 30 states have used the justice reinvestment process to control spiraling incarceration costs and reinvest

in evidence-based criminal justice programs and strategies. Strategic investments of JAG funds to implement JRI legislation and policy changes in JRI states can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. For state-by-state information on JRI, please visit the [JRI Sites web page](#).

Over the past seven years, DOJ has partnered with state, local, and tribal agencies and national organizations to support hundreds of reentry programs across the country to provide job training, healthcare, housing, treatment, and other services to individuals returning to our communities from prisons and jails. The demand for effective reentry services remains high. More than 600,000 men and women leave our prisons every year and more than 11 million people cycle through our jails. Investments of JAG funds to support reentry efforts at the state and local level will pay dividends for returning citizens and for public safety in America. A summary of research-based reentry strategies is available on the [National Reentry Resource Center's What Works in Reentry Clearinghouse](#) along with a map identifying federally funded Second Chance Act Reentry programs at the state and local level. (See <https://csgjusticecenter.org/nrrc>).

Public Defense

Another key priority area is support for improving public defense delivery systems. To support this priority in November 2015, BJA established the Right to Counsel National Consortium (www.rtcnationalcampaign.org) to spearhead a national conversation on how to ensure the Sixth Amendment Right to Counsel for every individual. BJA continues to encourage states and SAAs to use JAG funds to ensure that no person faces the loss of liberty without first having the aid of a lawyer with the time, ability, and resources to present an effective defense. Currently, across the nation public defense reform is being supported by governors, state legislators, chief judges and local communities. Research shows that early appointment of counsel can decrease jail and prison stays and produce better outcomes for defendants and communities. Many of these successes are guided by the American Bar Association's Ten Principles of a Public Defense Delivery System, which are recommendations for government officials and other parties who are charged with improving public defense delivery systems (http://www.americanbar.org/content/dam/aba/administrative/legal_aid_indigent_defendants/ls_sclaid_def_tenprinciplesbooklet.authcheckdam.pdf).

Improving Mental Health Services

Many people with mental illness enter the criminal justice system without a diagnosis or with untreated mental illness. Screening and assessment is critical to identify and provide appropriate referrals to treatment. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at identifying and treating people with severe mental illness to divert when appropriate, treat during incarceration, and engage in appropriate pre-release planning for the provision of community treatment (see [JMHCP Resources](#)). BJA provides training and technical assistance (TTA) to grantees and non-grantees (states, jurisdictions) to increase enrollment in health care plans (increase linkages to health care providers) that can increase access to treatment for improved mental health outcomes. Information can be found at www.bjatrain.org.

DOJ Universal Accreditation w/Forensic Service Providers

In 2015, the National Commission on Forensic Science (NCFS) announced recommendations on strengthening the field of forensic science. There are a number of key principles, which include promoting universal accreditation and finding ways to improve upon medical-legal

investigative processes. For additional information on these recommendations, please review the [New Accreditation Policies to Advance Forensic Science](#). The JAG program provides broad-based support to states and local jurisdictions across the nation in order to strengthen our criminal justice system, including the forensic sciences. As such, BJA encourages investments of JAG funds for programs and activities related to forensic work, including accreditation of forensic labs.

Goals, Objectives, and Deliverables

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425), performance metrics reports, and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making, program development, and program implementation in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates
- Integrating evidence into program, practice, and policy decisions within OJP and the field
- Improving the translation of evidence into practice

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The [OJP CrimeSolutions.gov](https://www.ojp.gov/crime-solutions) website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

1. A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](https://www.georgetown.edu/center-for-evidence-based-crime-policy) at George Mason University. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA “Smart Suite” of programs including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, Smart Prosecution, Smart Reentry and others (see <https://www.bja.gov/programs/crppe/smartsuite.htm>). BJA encourages states to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

BJA Success Stories

The [BJA Success Story web page](#) was designed to identify and highlight projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page will be a valuable resource for states, localities, territories, tribes,

and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit annual (or more frequent) success stories.**

If you have a Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [register](#). Once you register, one of the available areas on your *My BJA* page will be "My Success Stories." Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the [BJA Success Story web page](#).

B. Federal Award Information

BJA estimates that it will make up to 1,161 local awards totaling an estimated \$86.4 million.

Awards of at least \$25,000 are four years in length, and award periods will be from October 1, 2015 through September 30, 2019. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are two years in length, and award periods will be from October 1, 2015 through September 30, 2017. Extensions of up to two years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award¹

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG

¹ See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements [a type of grant]).

funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity²) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient (and any subrecipient) is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the recipient's (and any subrecipient's) compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the recipient (or any subrecipient) considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

² For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.

Budget Information

Administrative Funds – Grant recipients may use up to 10 percent of the JAG award, including up to 10 percent of any earned interest, for costs associated with administering funds.

Administrative funds (when utilized) must be tracked separately and recipients must report on SF-425s those expenditures that specifically relate to each grant number and established grant period. Additionally, recipients and subrecipients are prohibited from commingling funds on a program-by-program or project-by-project basis. More specifically, administrative funds under JAG are utilized for the same purpose each year (i.e., the administration of JAG funding) and therefore not considered separate programs/projects (commingling is not occurring) when utilized across all active JAG awards.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local Government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – The [JAG Prohibited and Controlled Expenditures Guidance](#) represents a combination of BJA-controlled items and those controlled under the [Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition”](#) that was signed on January 16, 2015. The guidance contains:

1. Table of all prohibited expenditures (strictly unallowable expenditures under JAG).
2. Table of all controlled expenditures (expenditures which require prior written approval from BJA under JAG; including UAV guidance checklist).
3. Controlled Expenditures Justification Template (must be completed and submitted for any JAG controlled expenditures request to be considered for approval by BJA).
4. Overall Controlled Expenditure/Equipment Guidance (should be reviewed in conjunction with the template prior to controlled expenditures request(s) being submitted to BJA).
5. Standards for State, Local and Tribal Law Enforcement Agencies for the Acquisition of Controlled Equipment with Federal Resources.

Additional information on JAG controlled and prohibited expenditures, along with the process for requesting prior approval from BJA to expend funds on controlled items, can be found within the [JAG FAQs](#).

Cost Sharing or Matching Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost (also known as Pre-award Cost) Approvals

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [Financial Guide](#), for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients and of some conference, meeting, and training costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in [OJP's Funding Resource Center](#).

Other JAG Requirements

Compliance with Applicable Federal Laws

Applicants for state and local JAG formula grants are required to certify compliance with all applicable federal laws at the time of application. In that regard, Members of Congress have asked the Department of Justice to examine whether jurisdictions with "sanctuary policies" (i.e., policies that either prevent law enforcement from releasing persons without lawful immigration status into federal custody for deportation, or that prevent state or local law enforcement from sharing certain information with Department of Homeland Security [DHS] officials), are in violation of 8 U.S.C. section 1373.

All applicants should understand that if OJP receives information that indicates that an applicant may be in violation of any applicable federal law, that applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation; if the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of funds, or suspension and debarment.

Law Enforcement Agency Training Information

Any law enforcement agency receiving direct or subawarded JAG funding must submit quarterly accountability metrics data related to training on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public that officers have received.

Any grantees that fail to submit this data will have their grant funds frozen.

Accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.

Body-Worn Camera (BWC) purchases

Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

Any grantees that wish to use JAG funds for BWC-related expenses who do not have BWC policies and procedures in place will have funds withheld until a certification is submitted and approved by BJA.

The BJA [BWC Toolkit](#) provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Body Armor

Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).

JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match. Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2016 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications

Grantees (including subgrantees) that are using FY 2016 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) should review [FY 2016 SAFECOM Guidance](#). The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with grant award funding should be identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

C. Eligibility Information

For eligibility information, see the title page.

For additional information on cost sharing or matching requirements, see [Section B. Federal Award Information](#).

Limit on Number of Application Submissions

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see [How to Apply](#).

D. Application and Submission Information

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that

preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the "Note on File Names and File Types" under [How to Apply](#) to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "JAG Budget and Budget Narrative," "Timelines," "Memoranda of Understanding," "Résumés") for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

Intergovernmental Review: This funding opportunity is subject to [Executive Order 12372](#). Applicants may find the names and addresses of their state's Single Point of Contact (SPOC) at the following website: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state's SPOC to find out about, and comply with, the state's process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state's E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be:

- Written for a general public audience and submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, a description of the project strategy, any significant partnerships, and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants must submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a joint application must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To demonstrate program progress and success, as well as to assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.**

BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "[Research and the Protection of Human Subjects](#)" section of the [OJP's Funding Resource Center](#). Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget Detail Worksheet and Budget Narrative

Applicants must submit a budget detail worksheet and budget narrative outlining how JAG funds, including administrative funds (up to 10% of the grant award) if applicable, will be used to

support and implement the program. Please note that if an applicant submits only one budget document, it must contain **both** narrative and detail information.

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet. The Budget Detail Worksheet should be broken down by year.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including administrative costs (if applicable) and how funds will be allocated across the seven allowable JAG program areas** (law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at www.ojp.gov/financialguide/index.htm.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under [Section B. Federal Award Information](#).

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only under the following circumstances:

- (a) The applicant has a current, federally approved indirect cost rate; or
- (b) The applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.414(f).

Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the [Financial Guide](#). For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

In order to use the “de minimis” indirect rate, attach written documentation to the application that advises OJP of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the “de minimis” method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as you choose to negotiate a federally approved indirect cost rate.³

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe’s governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, BJA will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Applicants that are currently designated high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated

³ See 2 C.F.R. § 200.414(f).

high risk by another federal grant making agency, the applicant must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Disclosing this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, was not less than 30 days before the application was submitted to BJA. If the 30 governing body requirement cannot be met before the application deadline, a withholding special condition will be placed on the award until the governing body requirement can be met. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of notification**); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment to their application. The file should be named "Disclosure of Pending Applications."

Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

- i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

- a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and subrecipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or subrecipients responsible for the research and evaluation or on the part of the applicant organization;

OR

- b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or subrecipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

- ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

- a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Applicants MUST also include an explanation of the specific processes and

procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with the Part 200 Uniform Requirements as set out at [2 C.F.R. 200.205](#), federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a federal award. To facilitate part of this risk evaluation, all applicants (other than an individual) are to download, complete, and submit this [form](#).

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities ([SF-LLL](#)).

How to Apply

Applicants must submit applications through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register immediately**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. Applicants that experience technical difficulties during this process should email GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

OJP may not make a federal award to an applicant organization until the applicant organization has complied with all applicable DUNS and SAM requirements. Individual applicants must comply with all Grants.gov requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget (OMB) requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.gov) home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.
4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 16 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program**.
6. **Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title

along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under [How to Apply](#).

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the [GMS Help Desk](#) or the [SAM Help Desk](#) (Federal Service Desk) to report the technical issue and receive a tracking number. Then the applicant must email the BJA contact identified in the Contact Information section on page 2 **within 24 hours after the application deadline** and request approval to submit their application. The email must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls, browser incompatibility, etc.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding [web page](#) at <http://ojp.gov/funding/index.htm>.

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable,

measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on award recipients

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

OJP sends award notification by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and how to accept the award in GMS. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date (by September 30, 2016). Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ, or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of [OJP's Funding Resource Center](#) website.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of [OJP's Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)

- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements⁴ with which recipients of federal funding must comply; uniform administrative requirements, cost principles, and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones; or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of [OJP's Funding Resource Center](#).

General Information about Post-Federal Award Reporting Requirements

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with the Part 200 Uniform Requirements, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For Federal Awarding Agency Contact(s), see title page.

For contact information for GMS, see title page.

H. Other Information

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

⁴ See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 [FFATA]).

IMPORTANT: This email is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or email listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmsolas.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist
Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2016 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 23)
- _____ Acquire or renew registration with SAM (see page 23)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 23)
- _____ For existing users, check GMS username and password* to ensure account access (see page 23)
- _____ Verify SAM registration in GMS (see page 23)
- _____ Search for correct funding opportunity in GMS (see page 23)
- _____ Select correct funding opportunity in GMS (see page 23)
- _____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 23)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting available at [Post Award Requirements](#) (see page 11)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 24)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review [Solicitation Requirements](#) web page in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2016 JAG Allocations List as listed on BJA's [JAG web page](#)

Eligibility Requirement:

- _____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA's [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 15)
- _____ Intergovernmental Review (see page 15)
- _____ Project Abstract (see page 15)
- _____ Program Narrative (see page 16)
- _____ Budget (see page 17)
- _____ Budget Narrative (see page 17)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 18)
- _____ Tribal Authorizing Resolution (if applicable) (see page 18)
- _____ Applicant Disclosure of High Risk Status (If applicable see page 18)
- _____ Additional Attachments (see page 19)
 - _____ Review Narrative (see page 19)
 - _____ Applicant Disclosure of Pending Applications (see page 20)
 - _____ Research and Evaluation Independence and Integrity (see page 20)
- _____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 22)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 22)



AGENDA ACTION FORM

Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Capital Expenses

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

Action Form No.: AF-158-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: KATS Staff
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the City enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for reimbursement of Capital expenditures for operation of transit services. This application provides funding for Capital expenditures of hardware and software system to meet ADA Regulation Requirements. The system is an onboard visual/audio stop announcement system.

Capital Assistance (80%)

Federal; (10%) Local;

(10%) State

Acquire ADP Hardware
 Signal & Communication
 Equipment

TOTAL CAPITAL

Local

3,100

9,900

\$13,000

State

3,100

9,900

\$13,000

Federal

24,800

79,200

\$104,000

Total

31,000

99,000

\$130,000

The local funding for this project has been approved in the FY 14-15 City Budget.

Attachments:

1. Resolution

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CAPITAL FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

WHEREAS, these provides funding for capital expenditures of hardware and software systems to meet ADA regulation requirements, such as onboard visual/audio stop announcement system; and

WHEREAS, the local funding for this project has been approved in the FY 14-15 city budget.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation for reimbursement of capital expenditures for operation of transit services is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for reimbursement of capital expenditures for operation of transit services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. The Grantee shall provide services and deliverables as described in their 49 U.S.C.

§ 5307 Program application submitted to and as approved by the Federal Transit Administration (FTA).

A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions", to provide funds

to urbanized areas for transit capital and operating assistance, for job access and reverse commute assistance, and for transportation-related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions".

A.4. "Capital Projects" means those projects as defined in FTA Circular C 9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions", Chapter IV.

A.5. "Job access and reverse commute project" means a transportation project to finance planning, capital, and operating costs that support the development and maintenance of transportation services designed to transport economically disadvantaged persons to and from jobs and activities related to their employment, including transportation projects that facilitate the provision of public transportation services from urbanized areas and rural areas to suburban employment locations - as defined in FTA Circular C 9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions", Chapter IV.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

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

b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and

c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions".

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2015 ("Effective Date") and extend for a period of eighteen (18) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirteen Thousand Dollars and No Cents (\$13,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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

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

Department of Transportation

Division of Multimodal Transportation Resources 505 Deaderick Street

Suite 1800, James K. Polk Bldg.

Nashville, Tennessee 37243

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

i. Invoice/Reference Number (assigned by the Grantee).

ii. Invoice Date.

iii. Invoice Period (to which the reimbursement request is applicable).

iv. Grant Contract Number (assigned by the State).

v. Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.

vi. Grantor Number (assigned by the Grantee to the above-referenced Grantor).

vii. Grantee Name.

viii. Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

- ix. Grantee Remittance Address.
- x. Grantee Contact for Invoice Questions (name, phone, or fax).
- xi. Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
- xii. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- xiii. The amount reimbursed by Grant Budget line-item to date.
- xiv. The total amount reimbursed under the Grant Contract to date.
- xv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint

costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

Contract.

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

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

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

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

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

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

The State:

George Mitchell, Transportation Program Supervisor Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg. Nashville, Tennessee 37243
george.mitchell@tn.gov

Telephone Number: (615) 253-1044

FAX Number: (615) 253-1482

The Grantee:

Gary Taylor, Transit Manager City of Kingsport
109 Clay Street

Kingsport, Tennessee 37660 garytaylor@kingsporttn.gov Telephone Number: (423) 224-2612

FAX Number: (423) 224-2615

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

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

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

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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

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

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

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

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If

any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

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

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

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

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

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

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

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

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

E.5 FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2015 are incorporated herein by reference.

E.6. T.C.A. Section 13-10-107 Compliance.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of June, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine

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

Action Form No.: AF-157-2016
 Work Session: June 6, 2016
 First Reading: N/A

Final Adoption: June 7, 2016
 Staff Work By: Angie Marshall
 Presentation By: Jim Demming

Recommendation:

Approve the issuance of Certificates of Compliance to the following retail food stores to sell wine.

1. Roadrunner Market 109, 1104 South Wilcox Drive
2. Roadrunner Market 125, 120 East Stone Drive
3. Roadrunner Market 144, 101 Hospitality Place
4. Roadrunner Market 145, 4222 Fort Henry Drive
5. Roadrunner Market 154, 1600 West Stone Drive
6. Roadrunner Market 172, 1045 Bloomingdale Pike
7. Roadrunner Market 174, 1205 Lynn Garden Drive
8. Roadrunner Market 175, 4001 Memorial Boulevard
9. Roadrunner Market 176, 828 West Center Street

Executive Summary:

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

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

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

These applications have met the requirements of TCA 57-3-806. Police background checks have been conducted on each of the applicants with nothing found that would prevent any from receiving these certificates. Planning has also verified the businesses are properly zoned.

Attachments:

None

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