KINGSPORT
TENNESSEE

AGENDA

BOARD OF MAYOR AND ALDERMEN
WORK SESSION

Monday, June 1, 2015
Council Room, 2nd Floor, City Hall, 4:30 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George
Alderman Andy Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

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

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Review of Items on June 2, 2015 Business Meeting Agenda
5. Adjourn

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.

KINGSPORT
TENNESSEE

Work Session Tickler
June 1, 2015

Special Projects

Brickyard Park Ball Fields ***David Mason***

Work continues on landscaping the areas outside of the playing fields. The parking lot and entrance drive have been paved with the binder course. The finish course is being held to protect it from truck traffic until the parking lot extension is in place. At that time the finish course will be placed on the entire site. Until then the parking lot will be temporarily striped for use.

At this time the Building Department is tentatively scheduled to inspect for a Certificate of Occupancy on June 2nd, and the Owner/Architect punch-list inspection will occur on June 5th. Note that the fields will not yet be playable at that time until the sod has been properly established.

Chris McCartt will provide an update to the Board at each meeting regarding progress, budget, etc. and will be available to answer questions as needed.



Entrance Archway 5/23/15.

Fire Training Ground ***Chief Dye***

The Training Tower colors and design have been picked and Armstrong Construction will be ordering the building materials. Armstrong Construction is doing core samples on site and is ready to begin the foundation. The ball is in their court.

The Fire Department plans are to add storage facilities, a classroom, several fire and rescue props, etc. These will be for vehicle extrication, special rescue, etc.



WTP Raw Water Transmission and Intake Replacement Design ***Niki Ensor***

Engineer:
CDM Smith **Tunnel Alignment** (right)



Construction Schedule:
March 2015 – January 2017

Project Update: (No updates.)
Six bids were received and opened on May 7, 2015. Bids are being evaluated and must receive funding agency approval before award.

Carousel ***Morris Baker***

Engage Kingsport, Inc. (a 501 (c) 3 nonprofit) is leading construction of the Roundhouse and gift shop buildings. They hold the contract with GRC who is the General Contractor. Engage Kingsport volunteers are working to assemble to Carousel Frame inside the Roundhouse.

Volunteers are in the process of construction the frame and attaching animals to the frame.

Project coordinators are working with the City's IT and HR for security/connectivity as well as personnel. In addition, GRC is in the process of adding a fence around the perimeter of the carousel and green space area.

Engage Kingsport's timeline for opening of the Carousel:
- Soft openings during the time from 6/20 through 7/25
- 7/25 Official Grand Opening

Legal

Sourmash Property ***Joe May***

The Tax Sale advertised for May 26, 2015, did take place Tuesday morning and the property at Sourmash was sold to the high bidder. The Clerk & Master will issue Report of Sale and an Order of Confirmation should be entered next week.

Worker's Compensation ***Terri Evans***

Workers' Compensation numbers are reported for the second meeting of the month.

Risk Management ***Terri Evans***

Kingsport Employee Wellness

The Kingsport Employee Wellness Center opened 6/26/13. Calendar year 2014 utilization is 95.5%, and of those, 55.2% were active employees, 4.6% were retirees, 35.5% were dependents, 0.3% were Workers Compensation visits, 0.2% were extended patient visits, and 4.2% were no-shows. Our no-show target is below 5%.

Kingsport Employee Wellness continued

Beginning January, 2015, the school system became self-funded, allowing school employees, retirees and dependents covered on the health plan availability at the Kingsport Employee Wellness Center. There are 77 hours available each week for 20 minute appointments, including Saturdays, to serve both the school department and the general government employees. Utilization January 2 through May 23, 2015, is 102.4%, and of those, 29.8% were government active, 24.2% were school active, 3% were government retirees, 2.3% were school retirees, 18.6% were government dependents, 16.6% were school dependents, .3% were extended patient visits, .1% were workers' compensation visits and 5.1% were no-shows. The high no show number is due to weather issues in the winter, as the May 1-May 23 no show percentage is 3.5%. Utilization does appear to be leveling out, and we are keeping a close eye on appointment availability to adjust hours as necessary.

Budget Office ***Judy Smith***

Financial Comments

(No updates.)
Local Option Sales Tax revenue for the month of March was $1,424,090 which was $60,144 above budget and $31,331 above last year's actual. The Year to Date Total is $287,317 over budget and $685,728 over last year which is a 5.73% increase over last year's actual.

Revised 6/1/15

KINGSPORT
TENNESSEE

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING
Tuesday, June 2, 2015
Large Courtroom – 2nd Floor, City Hall
7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George
Alderman Andy S. Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

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

I. CALL TO ORDER

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

II.B. INVOCATION – Pastor Kimberly Goddard, Mafair United Methodist Church

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS
None

V. APPROVAL OF MINUTES

1. Work Session – May 18, 2015
2. Business Meeting – May 19, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing and Consideration of an Ordinance to Adopt the FY15-16 Budget (AF: 122-2015) (Judy Smith, Jeff Fleming)
   - Public Hearing
   - Ordinance – First Reading

2. Public Hearing and Consideration of an Ordinance to Adopt the FY15-16 Water Fund Budget (AF: 123-2015)
   - Public Hearing
   - Ordinance – First Reading

3. Public Hearing for Annexation Annual Plan of Services Report (AF: 142-2015) (Corey Shepherd)
   - Public Hearing

4. Public Hearing and Consideration of an Ordinance to Adopt the FY15-16 Sewer Fund Budget (AF: 124-2015) (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. Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase VII Development and an Ordinance to Appropriate the Funds (AF: 145-2015) (Ryan McReynolds)
   - Resolution
   - Ordinance – First Reading

2. Materials Agreement with Christ Fellowship Church Related to a Proposed Residential Development and an Ordinance to Appropriate the Funds (AF: 146-2015) (Ryan McReynolds)
   - Resolution
   - Ordinance – First Reading

3. Ordinance Providing for the FY16 Emergency Solutions Grant Budget (AF: 131-2015) (Lynn Tully)
   - Ordinance – First Reading

4. Adopt the FY15-16 Metropolitan Planning Project Grant Budget (AF: 125-2015) (Bill Albright)
    - Ordinance – First Reading

5. Ordinance to Adopt the FY15-16 Urban Mass Transit Budget (AF: 126-2015) (Chris McCartt)
    - Ordinance – First Reading

6. Ordinance to Adopt the FY15-16 School Public Law 93-380 Grant Project Fund Budget (AF: 127-2015) (Jeff Fleming, David Frye)
    - Ordinance – First Reading

7. Ordinance to Adopt the FY15-16 Special Schools Projects Grant Fund Budget (AF: 128-2015) (Jeff Fleming, David Frye)
    - Ordinance – First Reading

8. Ordinance Providing for the FY16 Community Development Block Grant Budget (AF: 130-2015) (Lynn Tully)
    - Ordinance – First Reading

9. Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 129-2015) (Jeff Fleming)
    - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend the FY 2015 General Purpose School Fund Budget (AF: 115-2015) (David Frye)
    - Ordinance – Second Reading and Final Adoption

2. Amend the FY 2015 School Nutrition Services Fund Budget (AF: 116-2015) (David Frye)
    - Ordinance – Second Reading and Final Adoption

3. Amend the FY 2015 Schools Federal Projects Fund Budget (AF: 117-2015) (David Frye)
    - Ordinance – Second Reading and Final Adoption

4. Amend the FY 2015 School Special Projects Fund Budget (AF: 118-2015) (David Frye)
    - Ordinance – Second Reading and Final Adoption

5. Amend the Sewer Project Fund Budgets by Reallocating from Other Sewer Projects (AF: 113-2015) (Ryan McReynolds)
    - Ordinance – Second Reading and Final Adoption

6. Budget Ordinance to Appropriate Additional Funds to GP0608 for Greenbelt Section 3 (AF: 119-2015) (Ryan McReynolds)
    - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of one (1) Compact Track Excavator to Premier Equipment, LLC (AF: 137-2015) (Chris McCartt, Ryan McReynolds, Steve Hightower)
    - Resolution

2. Awarding the Bid for the Purchase of Asphalt for Use by All City Departments to W-L Construction and Paving Co., Inc., Pavewell Paving Co., Inc., and Summers-Taylor, Inc. (AF: 138-2015) (Ryan McReynolds, Chris McCartt)
    - Resolution

3. 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: 139-2015) (Ryan McReynolds, Chris McCartt)
    - Resolution

4. Renewing the Bid Awards for the Purchase of Unleaded Gasoline and Diesel Fuel for Use by All City Departments and Schools to James River Solutions (AF: 140-2015) (Chris McCartt, Steve Hightower)
    - Resolution

5. Enter into an Agreement with Supplyworks for the Purchase of Various Janitorial Items and Authorizing the Mayor to Sign all Applicable Documents (AF: 141-2015) (Chris McCartt, Sandy Crawford)
    - Resolution

6. Award of Bid for Produce for the Kingsport City Schools Nutrition Services and Authorizing the Mayor to Sign All Applicable Documents (AF: 147-2015) (Jennifer Walker)
    - Resolution

7. Amend the Contract Term and Contract Price for the Agreement with Tyson Prepared Foods, Inc. for Commodity Chicken Processing (AF: 148-2015) (Jennifer Walker)
    - Resolution

8. Transfer Property Located at 123 Cherokee Street to the Industrial Development Board of the City of Kingsport, Tennessee (AF: 121-2015) (Chris McCartt)
    - Resolution

9. Approving a Settlement of a four Eminent Domain Lawsuits (AF: 149-2015) (Mike Billingsley)
    - Resolution

10. Approve the Rental House Agreement (AF: 153-2015) (David Frye)
    - Resolution

11. Maintenance Agreement with TDOT Related to Miscellaneous Safety Improvements on Bloomingdale Pike/Rd. from SR-1 to Bancroft Chapel Rd. (AF: 151-2015) (Ryan McReynolds)
    - Resolution

12. Accept TDOT's Proposal Related to S.R. 36 Intersection at Moreland Drive and Hemlock Road Improvements (AF: 152-2015) (Ryan McReynolds)
    - Resolution

13. Awarding Bid for Construction of WTP Raw Water Intake and Transmission Improvements to J. Cumby Construction and Authorize Mayor to Sign All Applicable Documents (AF: 154-2015) (Ryan McReynolds)
    - Resolution

14. Enter Into an Agreement with CSX Transportation, Inc. for the Reedy Creek Trunk Sewer Crossing (AF: 134-2015) (Ryan McReynolds)
    - Resolution

15. Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2015-2016 Benefiting the General Welfare of Kingsport Residents (AF: 136-2015) (Jeff Fleming)
    - Resolution

16. Issuance of Capital Outlay Notes (CONs) Not to Exceed $1,500,000 (AF: 150-2015) (Jim Demming, David Frye)
    - Resolution

17. Apply for and Receive a Grant for $21,953 from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) FY 2014 Local Solicitation (AF: 133-2015) (David Quillin)
    - Resolution

Revised

18. Amend the Fee Resolution for FY 2016 Fees and Charges Provided for in the City Code (AF: 156-2015) (Judy Smith)
    - Resolution

E. APPOINTMENTS

1. Reappointment to the Kingsport Public Library Commission (AF: 87-2015) (Mayor Phillips)
    - Appointment

2. Reappointment to the Beverage Board (AF: 135-2015) (Mayor Phillips)
    - Appointment

VII. CONSENT AGENDA

1. Approval of Offer for Easements and Rights-of-Way for Phase 1 of the Water Line System Improvements Project (AF: 143-2015) (Ryan McReynolds)
    - Approve Offer

2. Approval of Offer for Easements and Rights-of-Way for the Ava Drive Sewer Pump Station Access Road Project (AF: 144-2015)
    - Approve Offer

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 18, 2015, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips
Vice-Mayor Mike McIntire
Alderman John Clark
Alderman Andy Hall
Alderman Colette George *(arrived after roll call)*
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration
Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.

2. **ROLL CALL:** By City Recorder Demming.

3. **WORK SESSION TICKLER.** Assistant City Manager Chris McCartt gave an update on Brickyard Park, stating the project is wrapping up and giving details on the final pieces of work being done on site. He also talked about the busy weekend at the Aquatic Center and the benefits of opening early. Mayor Phillips commented on the reported sales tax for March and the increase over last year.

4. **REVIEW OF AGENDA ITEMS ON THE MAY 19, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.B.5 Amend the Sewer Project Fund Budgets by Reallocating from Other Sewer Projects (AF: 113-2015). Assistant City Manager Ryan McReynolds gave information on this item. Alderman George requested information about where work was being done be put out to the public. Vice-Mayor McIntire agreed. There was some discussion.

VI.D.1 ProPay Merchant Services Application for the Kingsport Public Library (AF: 61-2015). City Manager Fleming explained the reason the library uses a different software than the rest of the City. Assistant City Manager McCartt gave further details.

VI.D.2 Apply for and Receive a Law Enforcement Agency Traffic Services Safety Grant from the Tennessee Department of Transportation, Governors Highway Safety Office (AF: 106-2015). Chief Quillin stated this grant has been received over the last few years and has to be used for overtime, mainly to enhance traffic enforcement.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 18, 2015

VI.D.3 Agreement with Charter Communications to Provide Internet Services to the City of Kingsport (AF: 107-2015). City Manager Fleming pointed out that Fire Station 6 is the 911 backup site in the unlikely event of an emergency downtown. Assistant City Manager McCartt commended the IT department on their work to expand the bandwidth.

VI.D.4 Contract with the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on J.B. Dennis (AF: 109-2015). Assistant City Manager McReynolds gave details on this item, noting this allowed the city to maintain the roadways, regardless of being a city or state roadway. Some discussion followed on road maintenance.

VI.D.6 Applications with Elavon, Inc. for Processing Services Relating to the City's Acceptance of Credit and Debit Cards for the Payment of Various City Services (AF: 112-2015). City Recorder Demming provided information on this item, stating this extended the original two year provision that allowed the mayor to sign the individual merchant agreements as necessary for credit and debit card payments.

VI.D.7 Ratifying a Private Act from the Tennessee General Assembly Amending Various Sections of the City Charter (AF: 111-2015). City Manager Fleming stated this allowed the board to fill a vacancy without having a special election, as requested of the General Assembly back in February. He pointed out this would require a super-majority vote to pass. City Attorney Billingsley confirmed for Alderman George this would not affect the current board should the situation arise with the election tomorrow, but would be observed by the new board effective the first meeting in July.

VI.D.8 Change Order to the Contract with Denark Construction, Inc. for the Brickyard Park Ball Fields (AF: 120-2015). Assistant City Manager McCartt explained this change was for an additional $13,000 for 73 spaces and lighting to build out the parking lot and would maximize parking at the site.

VII.1 Issue Certificate of Compliance for Allandale Package Store to Sell Retail Alcoholic Beverages (AF: 108-2015). City Manager Fleming noted this was a routine certificate of compliance for an existing package store. He stated the Mayor would be recusing himself from discussion due to his wife owning the property.

BOARD COMMENT. None.

PUBLIC COMMENT. None.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 5:15 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, May 19, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman John Clark
Alderman Colette George
Alderman Andy Hall
Vice-Mayor Mike McIntire
Alderman Tom C. Parham
Alderman Tom Segelhorst

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 Dennis R. Phillips.

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

II.B. **INVOCATION**: Jonathan Hermes, Minister – St. Timothy's Episcopal Church.

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

IV. **RECOGNITIONS AND PRESENTATIONS.**

1. Keep Kingsport Beautiful Beautification Awards – Robin Cleary.

V. **APPROVAL OF MINUTES.**

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

A. May 4, 2015 Regular Work Session
B. May 5, 2015 Regular Business Meeting
C. May 12, 2015 Called Work Session

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS**. None.

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

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

1. Amend FY15 General Purpose School Fund Budget (AF: 115-2015) (David Frye).

Motion/Second: McIntire/Segelhorst, to pass:
AN ORDINANCE TO AMEND THE FY 2014-15 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

2. Amend the FY15 School Nutrition Services Fund Budget (AF: 116-2015) (David Frye).

Motion/Second: Parham/George, to pass:
AN ORDINANCE TO AMEND THE FY 2014-15 SCHOOL NUTRITION SERVICES FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

3. Amend the FY15 Schools Federal Projects Fund Budget (AF: 117-2015) (David Frye).

Motion/Second: Clark/Hall, to pass:
AN ORDINANCE TO AMEND THE FY 2015 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

4. Amend the FY15 School Special Projects Fund Budget (AF: 118-2015) (David Frye).

Motion/Second: McIntire/Parham, to pass:
AN ORDINANCE TO AMEND THE FY 2015 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

5. Amend the Sewer Project Fund Budgets by Reallocating from Other Sewer Projects (AF: 113-2015) (Ryan McReynolds).

Motion/Second: Parham/McIntire, to pass:
AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE VARIOUS PROJECTS PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

6. Budget Ordinance to Appropriate Additional Funds to GP0608 for Greenbelt Section 3 (AF: 119-2015) (Ryan McReynolds).

Motion/Second: Clark/Parham, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE GREENBELT DEVELOPMENT PROJECT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Budget Ordinance Establishing and Funding MPO15D for Wilcox Sidewalk Phase 5 (AF: 101-2015) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:
ORDINANCE NO. 6479, AN ORDINANCE TO AMEND THE MPO FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FOR THE WILCOX SIDEWALK PHASE 5 PROJECT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

D. OTHER BUSINESS.

1. ProPay Merchant Services Application for the Kingsport Public Library (AF: 61-2015) (Morris Baker).

Motion/Second: Segelhorst/Parham, to pass:
Resolution No. 2015-175, A RESOLUTION APPROVING A MERCHANT SERVICES APPLICATION WITH PROPAY, INC. FOR THE KINGSPORT PUBLIC LIBRARY AND AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE APPLICATION
Passed: All present voting "aye."

2. Apply for and Receive a Law Enforcement Agency Traffic Services Safety Grant from the Tennessee Department of Transportation, Governors Highway Safety Office (AF: 106-2015) (David Quillin)

Motion/Second: McIntire/Clark, to pass:
Resolution No. 2015-176, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT AGENCY TRAFFIC SERVICES SAFETY GRANT FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION THROUGH THE GOVERNOR'S HIGHWAY SAFETY OFFICE
Passed: All present voting "aye."

3. Agreement with Charter Communications to Provide Internet Services to the City of Kingsport (AF: 107-2015) (Terry Wexler/Chris McCartt).

Motion/Second: Segelhorst/Hall, to pass:
Resolution No. 2015-177, A RESOLUTION APPROVING AN AGREEMENT WITH CHARTER COMMUNICATIONS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed: All present voting "aye."

4. **Contract with the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on J.B. Dennis** (AF: 109-2015) (Ryan McReynolds).

Motion/Second: George/Parham, to pass:
Resolution No. 2015-178, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2016 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED IN THE KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER ON JOHN B. DENNIS; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS
Passed: All present voting "aye."

5. **Reject Bid for the Floor Finish Alterations and Asbestos Abatement for Ross N. Robinson Middle School** (AF: 110-2015) (Bill Shedden).

Motion/Second: McIntire/Clark, to pass:
Resolution No. 2015-179, A RESOLUTION REJECTING ALL BIDS RELATED TO THE FLOOR FINISH ALTERATIONS AND ASBESTOS ABATEMENT FOR ROSS N. ROBINSON MIDDLE SCHOOL
Passed: All present voting "aye."

6. **Applications with Elavon, Inc. for Processing Services Relating to the City's Acceptance of Credit and Debit Cards for the Payment of Various City Services** (AF: 112-2015) (Sid Cox).

Motion/Second: McIntire/Parham, to pass:
Resolution No. 2015-180, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MERCHANT SERVICES APPLICATIONS WITH ELAVON, INC. FOR CREDIT CARD PROCESSING AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT FOR PROCESSING SERVICES RELATING TO THE ACCEPTANCE OF CREDIT AND DEBIT CARDS FOR THE PAYMENT OF VARIOUS CITY SERVICES
Passed: All present voting "aye."

7. Ratifying a Private Act from the Tennessee General Assembly Amending Various Sections of the City Charter (AF: 111-2015) (Mike Billingsley).

Motion/Second: McIntire/Segelhorst, to pass:
Resolution No. 2015-181, RESOLUTION TO APPROVE PRIVATE CHAPTER NO. 9 OF THE PRIVATE ACTS OF 2015, AMENDING THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE
Passed in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

8. Change Order to the Contract with Denark Construction, Inc. for the Brickyard Park Ball Fields (AF: 120-2015) (Chris McCartt).

Motion/Second: Segelhorst/McIntire, to pass:
Resolution No. 2015-182, A RESOLUTION APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH DENARK CONSTRUCTION, INC. FOR THE BRICKYARD PARK BALL FIELDS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER
Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS.

Appointments/Reappointments are considered under one motion.

Motion/Second: Segelhorst/McIntire, to approve:

1. Amendment to Historic Zoning Commission Members' Term of Office and Appointment (AF: 114-2015) (Mayor Phillips).

Approve:
AMENDMENT TO ***HISTORIC ZONING COMMISSION*** MEMBERS' TERM OF OFFICE AND APPOINTMENT
Passed: All present voting "aye."

VII. CONSENT AGENDA.

1. Issue Certificate of Compliance for Allandale Package Store to Sell Retail Alcoholic Beverages (AF: 108-2015) (Jim Demming).

Motion/Second: Segelhorst/Clark, to approve:
ISSUANCE OF CERTIFICATE OF COMPLIANCE FOR ALLANDALE PACKAGE STORE TO SELL RETAIL ALCOHOLIC BEVERAGES
Passed in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst voting "aye" and Phillips recusing himself.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, May 19, 2015

VIII. COMMUNICATIONS.

A. **CITY MANAGER.** Mr. Fleming invited citizens to Public Works Day at the Farmers Market on Thursday from 10:00 am to 2:00 pm with all of their equipment on display. He also commended those who were running for office and the spirit of volunteerism for this kind of service to the community.

B. **MAYOR AND BOARD MEMBERS.** Alderman Hall stated there was still time to vote if you haven't done so yet. He also congratulated all high school and college graduates in the area. Alderman George thanked everyone who has already taken the time to vote, as well as the individuals who believe in this community enough to run for office, noting the commitment it requires. She also commented on the new wolf puppies at Bays Mountain. Alderman Segelhorst wished the other candidates good luck and thanked them for running a good, respectful campaign. Mr. Segelhorst also thanked Jamie Gillenwater for winning the city safety slogan contest out of sixty submissions, stating his appreciation for the city stepping up its efforts regarding employee safety. Vice-Mayor McIntire thanked those willing to run in the election and wished them the best. He also pointed out there would be hot dogs at the Public Works event Thursday. Alderman Parham stated it was a privilege to run for office and a great learning experience. Alderman Clark commented on the successful Racks by the Tracks festival over the weekend. He also congratulated Dobyns Bennett High School for being ranked in the top five percent of public schools for academic excellence, thanking the Board of Education, teachers, parents and students. The mayor remarked he had some comments regarding the election, but since the polls were still open he would hold them until the next meeting.

C. **VISITORS.** None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 7:40 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY15-16 Budget

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

Action Form No.: AF-122-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Judy Smith
Presentation By: Smith, Fleming

Recommendation:
Approve the Ordinance.

Executive Summary:
The attached budget ordinance incorporates the budget that was presented to the BMA at the May 12 budget work session. As required by charter, it was published in the Times News on May 22, 2015.

The total revenue and expenditures less transfers (duplicates) for the FY15-16 budget for all funds are $156,627,944. 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:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

Ordinance _____

PRE-FILED
CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, 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, 2015 and ending June 30, 2016 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 revenues for the total FY15-16 Budget of $208,703,827 less inter-fund transfers, $52,075,883, Net Total Budget Revenues $156,627,944, are hereby appropriated.

The estimated expenditures for the Total FY15-16 Budget of $208,703,827 less inter-fund transfers $52,075,883, Net Total Budget Expenditures $156,627,944 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2015 - June 30, 2016

110- General Fund

Revenues		Expenditures	
Property Taxes	$39,511,700	Legislative	$160,200
Gross Receipts Taxes	4,848,100	General Government	8,721,816
Licenses & Permits	476,100	Development Services Dept.	1,458,700
Fines & Forfeitures	757,500	Leisure Services Dept.	5,557,600
Investments	10,500	Police Department	11,609,500
Charges for Services	1,991,800	Fire Department	8,849,000
Miscellaneous	803,600	Public Works Department	9,293,900
From Other Agencies	18,824,600	Transfers	27,493,284
State Shared	5,920,100		
Reserves	0		
Total Revenues	$73,144,000	Total Expenditures	$73,144,000

211- Debt Service Fund

Revenues		Expenditures	
From General Fund	$8,007,200	Redemption of Serial Bonds	$8,028,700
From School Fund	3,764,800	Interest on Bonds/Notes	4,567,900
Interest on Investments	323,500	Misc	2,500
Miscellaneous	509,800	Bank Service Charges	6,200
Total Revenues	$12,605,300	Total Expenditures	$12,605,300

417-Storm Water Utility Fund

Revenues		Expenditures	
Storm Water Management	$2,028,100	Operations	$2,028,100
Total Revenue	$2,028,100	Total Expenditures	$2,028,100

5- Solid Waste Management Fund

Revenues		Expenditures	
Refuse Collection Charges	$457,900	Yardwaste Trash Coll.	$793,500
Tipping Fees	390,000	Household Refuse Coll.	1,867,700
Backdoor Collection	23,000	Demolition Landfill	712,200

	Tire Disposal	0	Recycling	666,000
	Miscellaneous	13,300	Miscellaneous	46,900
	From General Fund	3,455,000	Other Expenses	352,900
	Recycling Proceeds	100,000		
	Total Revenues	$4,439,200	Total Expenditures	$4,439,200
420-	MeadowView Conference Center Fund			
	Revenues		Expenditures	
	Room Surcharge	$144,600	Operations	923,900
	Investments	14,600	Capital	0
	From Reg. Sales Tx. Fund	1,862,200	Debt Service	1,365,600
	FF&E Fees	178,100		
	VEP Fund	90,000		
	Total Revenues	$2,289,500	Total Expenditures	$2,289,500
421-	Cattails Golf Course Fund			
	Revenues		Expenditures	
	Sales & Fees	$945,000	Operations	$1,061,400
	Investments	0	Debt Service	181,100
	From Regional Sales Tax Fund	332,750	Capital Outlay	70,300
	From FF&E	35,050	Transfer to Capital Projects	0
	Total Revenues	$1,312,800	Total Expenditures	$1,312,800
511-	Fleet Internal Service Fund			
	Revenues		Expenditures	
	Charges/Sales & Serv.	$4,689,050	Operations	$10,022,050
	Depreciation Recovery	1,798,700	Motor Pool	17,400
	Investments	10,200		
	From Fleet Reserve	3,541,500		
	Total Revenues	$10,039,450	Total Expenditures	$10,039,450
;-	Risk Management Service Fund			
	Revenues		Expenditures	
	Charges/Sales & Serv.	$2,366,850	Administration & Prem	$956,250
			Insurance Claims	1,410,600
	Total Revenues	$2,366,850	Total Expenditures	$2,366,850
625-	Health Insurance Fund			
	Revenues		Expenditures	
	City Contribution	$5,070,500	Administration	$1,401,200
	Employee Contributions	2,028,400	Insurance Claims	5,384,700
	Fund Balance	200,300	Clinic Operations	614,300
	Miscellaneous	100,000		
	Investments	1,000		0
	Total Revenues	$7,400,200	Total Expenditures	$7,400,200
126-	Criminal Forfeiture Fund			
	Revenues		Expenditures	
	Contributions	6,000	Special Investigations	6,000
	Total Revenues	$6,000	Total Expenditures	$6,000
127-	Drug Fund			
	Revenues		Expenditures	
	Fines/Forfeitures	$10,000	Investigations	$59,600
	Judicial District	8,900	Supplies & Equipment	35,000
	Court Fines & Costs/Local	80,000	Personal Services	10,000
	Fund Balance	40,700	Capital Outlay	35,000
	Total Revenues	$139,600	Total Expenditures	$139,600
141	General Purpose School Fund			
	Revenues		Expenditures	
	Taxes	$26,129,000	Educational Services	$62,660,767
	From State of TN	26,515,000	To Debt Service Fund	3,764,800

	From Federal Government	296,000	Transfers	2,191,100
	Charges for Services	1,400,000		
	Direct Federal	52,000		
	Miscellaneous	231,500		
	From General Fund-MOE	10,351,400		
	From General Fund-Debt	3,325,000		
	Fund Balance Approp.	316,667		
	Total Revenues	$68,616,567	Total Expenditures	$68,616,567

147 School Food & Nutrition Services Fund

Revenues		Expenditures	
Meals	$3,271,000	Personnel Services	$1,490,400
Investments	1,100	Commodities	1,875,500
From State of TN	32,000	Fixed Charges	18,600
Fund Balance	226,000	Transfers	7,000
Unrealized Commodity Value	226,400	Capital Outlay	365,000
Total Revenues	$3,756,500	Total Expenditures	$3,756,500

121 State Street Aid Fund

Revenues		Expenditures	
From State of TN	$1,345,900	Operations	$2,521,800
From General Fund	1,175,900		
Fund Balance	0		0
Total Revenues	$2,521,800	Total Expenditures	$2,521,800

130- Regional Sales Tax Fund

Revenues		Expenditures	
Local Option Sales Tax	$3,662,800	To MeadowView Fund	$1,862,200
Investments	0	To Cattails Fund	332,750
Fund Balance Approp.	0	To Aquatic Center	1,467,850
Total Revenues	$3,662,800	Total Expenditures	$3,662,800

620 Allendale Trust Fund

Revenues		Expenditures	
Investments	$2,500	Maintenance	$2,500
Fund Balance Appropriation			
Total Revenues	$2,500	Total Expenditures	$2,500

612 Bays Mountain Park Commission Fund

Revenues		Expenditures	
Investments	$ 100	Maintenance	$22,000
Donations	15,000	Contracts	24,000
Fund Balance	41,400	Capital Outlay	10,500
Total Revenues	$56,500	Total Expenditures	$56,500

617 Palmer Center Trust Fund

Revenues		Expenditures	
Investments	$100	Donations & Grants	$100
Total Revenues	$100	Total Expenditures	$100

611 Public Library Commission Fund

Revenues		Expenditures	
Investments	$10	Supplies & Materials	$10
Total Revenues	$10	Total Expenditures	$10

216 Senior Center Advisory Council Fund

Revenues		Expenditures	
Fees	$92,000	Supplies & Services	$41,100
Donations	57,500	Contractual	108,500
Fund Balance Appropriations	0		
Investments	100		

	Total Revenues	$149,600	Total Expenditures	$149,600
621	Steadman Cemetery Trust Fund			
	Revenues		Expenditures	
	Fund Balance Appropriations	$2,500		
	Investments	50	Maintenance	$2,550
	Total Revenues	$2,550	Total Expenditures	$2,550
135	Visitor's Enhancement Fund			
	Revenues		Expenditures	
	Tax –Other-Room Occupancy	$385,000	Operations	$170,000
	Reserves	150,000	Transfers	365,000
	Total Revenues	$535,000	Total Expenditures	$535,000
626	Retiree's Insurance Fund			
	Revenues		Expenditures	
	City Contributions	$720,000	Administration	$89,700
	Employee Contributions	320,000	Insurance Claims	1,100,000
	Earnings on Investment	500		
	Health Insurance Fund	0		
	Reserves	149,200		
	Total Revenues	$1,189,700	Total Expenditures	$1,189,700
627	School Health Insurance			
	Revenues		Expenditures	
	Employer Contribution	5,640,000	Administration	1,153,000
	Employee Contributions	2,400,000	Claims	6,000,000
			Clinic	518,000
			Transfers to Retiree Health Ins.	369,000
	Total Revenues	$8,040,000	Total Expenditures	$8,040,000
_8	School Retiree Health Insurance			
	Revenues		Expenditures	
	Employer Contribution	408,000	Administration	131,000
	Employee Contribution	204,000	Claims	850,000
	Transfer From Health Ins. Fund	369,000		
	Total Revenue	$981,000	Total Expenditures	$981,000
419	Aquatic Center Fund			
	Revenues		Expenditures	
	Donations	$62,000	Operations	$1,917,000
	Sales/Fees	1,888,350	Debt Service	1,501,200
	Regional Sales Tax	1,467,850		
	Total Revenues	$3,418,200	Total Expenditures	$3,418,200

ALL FUNDS' REVENUE SUMMARY	
Gross Revenues	$208,703,807
Less Inter-fund Transfers	$52,075,883
Total FY15-16 Revenues	$156,627,944

ALL FUNDS' EXPENDITURE SUMMARY	
Gross Expenditures	$208,703,807
Less Inter-fund Transfers	$52,075,883
Total FY15-16 Expenditures	$156,627,944

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 (FY16-FY20) 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, 2015. The city manager will receive a step increase effective July 1, 2015.

Section VIII. That the retirees Health Insurance will not change and the contribution will not increase in FY16. Those retirees participating in the wellness program will receive a discount.

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, 2015.

Section XII. That this ordinance shall take effect on July 1, 2015, the welfare of the City of Kingsport requiring it.

_____
DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
ANGIE MARSHALL
Deputy City Recorder

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY15-16 Water Fund Budget

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

Action Form No.: AF-123-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Smith, McReynolds, Austin
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

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

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

The Water Fund budget less transfers is $11,451,200.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND 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 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, 2015 and ending June 30, 2016 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 FY15-16 Budget of $14,316,400 less inter-fund transfers, $2,865,200 Net Water Budget Revenues $11,451,200 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2015- June 30, 2016.

411- Water Fund

Revenues		Expenditures	
Water Sales	$12,515,500	Administration	$1,509,400
Service Charges	321,000	Finance	460,700
Tap Fees	190,000	Water Plant	3,218,600
Penalties	166,000	Maintenance	3,163,600
Rental Income	13,000	Reading & Services	710,500
Investments	72,200	Pilot	653,000
Miscellaneous	2,000	Other Expenses	202,400
Installation Fees	150,000	Debt Service	3,098,200
Admin Service Recovery	133,800	Capital	1,300,000
Fund Balance	752,900		0
Total Revenues	$14,316,400	Total Expenditures	$14,316,400
Less Transfers	2,865,200	Less Transfers	2,865,200
Total FY15-16 Revenues	$11,451,200	Total FY15-16 Expenditures	$11,451,200

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 is hereby approved, effective July 1, 2015.

Section VIII. That the Capital Improvements Plan (FY16-FY20) 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, 2015.

Section XI. 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%. The City

Section XII. That this ordinance shall take effect on July 1, 2015, the welfare of the City of Kingsport requiring it.

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-142-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: C. Shepherd
Presentation By: C. Shepherd

Recommendation: Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for June 2015.

- Rock Springs #5 – Ordinance 5878 – Annual Update
- Rock Springs #6 – Ordinance 5880 – Annual Update
- Rock Springs #7 – Ordinance 5894 – Annual Update
- Rock Springs #8 – Ordinance 5896 – Annual Update
- Colonial Heights 5 – Part A – Ordinance 6131 – Annual Update
- Colonial Heights 5 – Part B – Ordinance 6133 – Annual Update
- Colonial Heights 5 – Part C – Ordinance 6135 – Annual Update
- Colonial Heights 5 – Part D – Ordinance 6137 – Annual Update
- Colonial Heights 6 – Part A – Ordinance 6147 – Annual Update
- Colonial Heights 6 – Part B – Ordinance 6149 – Annual Update
- Colonial Heights 6 – Part C – Ordinance 6151 – Annual Update
- Colonial Heights 6 – Part D – Ordinance 6153 – Annual Update
- Colonial Heights 7 – Part C – Ordinance 6254 – Annual Update
- Colonial Heights 7 – Part D – Ordinance 6256 – Annual Update
- Colonial Heights 7 – Part E – Ordinance 6265 – Annual Update

Executive Summary: Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published May 18, 2015.

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

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

JUNE 2015 PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 5878, 5880, 5894, 5896, 6131, 6133, 6135, 6137, 6147, 6149, 6151, 6153, 6254, 6256, 6265

Annexation Area	Effective Date	POS Deadline	Completion Date	Status
Rock Springs #5	10/01/2009	Sewer Service	Oct. 01, 2014	**Complete**
Rock Springs Road		Street Lighting	Oct. 01, 2014	**Complete**
Ordinance No. 5878		Water Service	Oct. 01, 2014	**Complete**
Rock Springs #6	10/01/2009	Sewer Service	Oct. 01, 2014	**Complete**
Rock Springs Road		Street Lighting	Oct. 01, 2014	**Complete**
Ordinance No. 5880		Water Service	Oct. 01, 2014	**Complete**
Rock Springs #7	09/20/2009	Sewer Service	Nov. 20, 2014	**Complete**
Rock Springs Road		Water Service	Nov. 20, 2014	**Complete**
Ordinance No. 5894				
Rock Springs #8	09/20/2009	Sewer Service	Nov. 20, 2014	**Complete**
Rock Springs Road		Street Lighting	Nov. 20, 2014	**Complete**
Ordinance No. 5896		Water Service	Nov. 20, 2014	**Complete**
Colonial Heights 5-Part A	12/02/2011	Water Service	Dec. 2, 2016	Under Construction
Ordinance No. 6131		Street Lights	Dec. 2, 2016	**Complete**
		Sewer Service	Dec. 2, 2016	Under Construction
Colonial Heights 5-Part B	12/02/2011	Water Service	Dec. 2, 2016	Under Construction
Ordinance No. 6133		Street Lights	Dec. 2, 2016	**Complete**
		Sewer Service	Dec. 2, 2016	Under Construction
Colonial Heights 5-Part C	12/02/2011	Water Service	Dec. 2, 2016	Survey & Design Complete
Ordinance No. 6135		Street Lights	Dec. 2, 2016	**Complete**
		Sewer Service	Dec. 2, 2016	Survey & Design Complete
Colonial Heights 5-Part D	12/02/2011	Water Service	Dec. 2, 2016	Survey & Design Complete
Ordinance No. 6137		Street Lights	Dec. 2, 2016	**Complete**
		Sewer Service	Dec. 2, 2016	Survey & Design Complete

Colonial Heights 6-Part A Ordinance No. 6147	12/16/2011	Water Service Street Lights Sewer Service	Dec. 16, 2016 Dec. 16, 2016 Dec. 16, 2016	Survey & Design Complete **Complete** Survey & Design Complete
Colonial Heights 6-Part B Ordinance No. 6149	12/16/2011	Water Service Street Lights Sewer Service	Dec. 16, 2016 Dec. 16, 2016 Dec. 16, 2016	Survey & Design Complete **Complete** Survey & Design Complete
Colonial Heights 6-Part C Ordinance No. 6151	12/16/2011	Water Service Street Lights Sewer Service	Dec. 16, 2016 Dec. 16, 2016 Dec. 16, 2016	Estimated Construction early 2016 Under Construction Estimated Construction early 2016
Colonial Heights 6-Part D Ordinance No. 6153	12/16/2011	Water Service Street Lights Sewer Service	Dec. 16, 2016 Dec. 16, 2016 Dec. 16, 2016	Estimated Construction early 2016 **Complete** Estimated Construction early 2016
Colonial Heights 7-Part C Ordinance No. 6254	12/07/2012	Water Service Street Lights Sewer Service	Dec. 07, 2017 Dec. 07, 2017 Dec. 07, 2017	Estimated Construction mid 2016 **Complete** Estimated Construction mid 2016
Colonial Heights 7-Part D Ordinance No. 6256	12/07/2012	Water Service Street Lights Sewer Service	Dec. 07, 2017 Dec. 07, 2017 Dec. 07, 2017	Estimated Construction mid 2016 **Complete** Estimated Construction mid 2016
Colonial Heights 7-Part E Ordinance No. 6265	12/21/2012	Water Service Street Lights Sewer Service	Dec. 21, 2017 Dec. 21, 2017 Dec. 21, 2017	Estimated Construction mid 2016 **Complete** Estimated Construction mid 2016

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—June, on the following annexation area at its June 2, 2015 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Rock Springs 5, Ord. No. 5878
Effective Date: 10/01/09
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Rock Springs 6, Ord. No. 5880
Effective Date: 10/01/09
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Rock Springs 7, Ord. No. 5894
Effective Date: 11/20/09
POS, deadline: Water & Sewer Service

Annexation Area: Rock Springs 8, Ord. No. 5896
Effective Date: 11/20/09
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 5 – Part A, Ord. No. 6131
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 5 – Part B, Ord. No. 6133
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 5 – Part C, Ord. No. 6135
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 5 – Part D, Ord. No. 6137
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 6 – Part A, Ord. No. 6147
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 6 – Part B, Ord. No. 6149
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 6 – Part C, Ord. No. 6151
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights

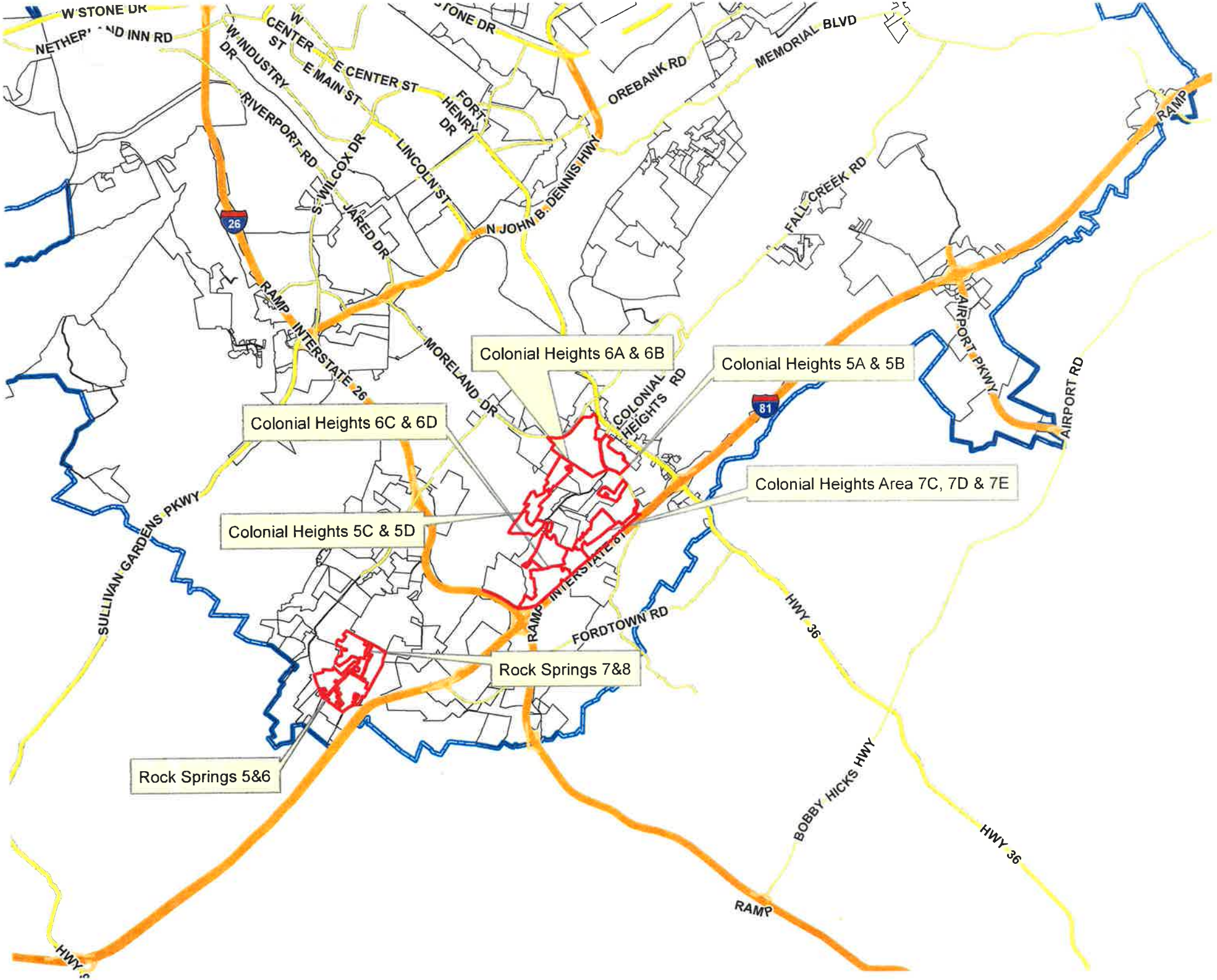
Annexation Area: Colonial Heights 6 – Part D, Ord. No. 6153
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 7– Part C, Ord. No. 6254
Effective Date: 12/07/12
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 7 – Part D, Ord. No. 6256
Effective Date: 12/07/12
POS, deadline: Water & Sewer Service & Street Lights

Annexation Area: Colonial Heights 7 – Part E, Ord. No. 6265
Effective Date: 12/21/12
POS, deadline: Water & Sewer Service & Street Lights

City of Kingsport
Angie Marshall, Finance Dept.
P1T: 5/18/15
Map Attached


Colonial Heights 6A & 6B
Colonial Heights 5A & 5B
Colonial Heights 6C & 6D
Colonial Heights Area 7C, 7D & 7E
Colonial Heights 5C & 5D
Rock Springs 7&8
Rock Springs 5&6
W STONE DR
NETHERLAND INN RD
W CENTER ST
E CENTER ST
E MAIN ST
W INDUSTRY DR
RIVERPORT RD
S WILCOX DR
JARED DR
LINCOLN ST
FORT HENRY DR
N JOHN B. DENNIS HWY
OREBANK RD
MEMORIAL BLVD
FALL CREEK RD
RAMP
AIRPORT PKWY
AIRPORT RD
INTERSTATE 26
MORELAND DR
COLONIAL HEIGHTS RD
INTERSTATE 81
SULLIVAN GARDENS PKWY
FORDTOWN RD
HWY 36
BOBBY HICKS HWY
HWY 36
RAMP
HWY

2015 ANNEXATIO, ‹ OF SERVICES ANNUAL UPDATE FOR June 2015

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

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	FIRE and POLICE	CITY SCHOOLS	ELECTRICAL SERVICE	STREET MAINTENANCE	RECREATION FACILITIES	PLANNING & ZONING	STREET LIGHTING	SOLID WASTE
Prior to Public Chapter 1101												
2008 Annexations												
08-301-00018 Cherry Knoll Annexation	5764	Dec 4, 2008	Completed	December 4, 2016 Extended	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2016 Extended	Completed
2009 Annexations												
09-301-00009 RS5 Annexation	5878	October 1, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
09-301-00010 RS6 Annexation	5880	October 1, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
09-301-00011 RS7 Annexation	5894	November 20, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
09-301-00012 RS8 Annexation	5896	November 20, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2010 Annexations												
10-301-00002 Lebanon Road Annexation	5958	June 4, 2010	June 4, 2015	June 4, 2015	Completed	Completed	Completed	Completed	Completed	Completed	June 4, 2015	Completed
10-301-00011 Colonial Heights Area 1 Part A	6013	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
10-301-00011 Colonial Heights Area 1 Part B	6015	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY15-16 Sewer Fund Budget

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

Action Form No.: AF-124-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

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

The ordinance reflects 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 $14,760,400.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

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, 2015 AND ENDING JUNE 30, 2016, 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, 2015 and ending June 30, 2016 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 FY15-16 Budget of $17,156,700 less inter-fund transfers, $2,396,300, Net Sewer Budget Revenues $14,760,400 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2014-June 30, 2015.

412- Sewer Fund

Revenues		Expenditures	
Sewer Sales	$12,700,000	Administration	$ 1,185,600
Misc. Charges	14,400	Finance	160,900
Tap Fees	450,000	Sewer Plant	2,923,300
Penalties	140,000	Maintenance	1,790,300
Disposal Receipts	70,000	PILOT	838,000
Investments	162,300	Debt Service	6,382,300
Fund Balance Approp.	3,620,000	Capital	3,620,000
		Miscellaneous Exp	256,300
Total Revenues	$17,156,700	Total Expenditures	$17,156,700
Gross Revenues	$17,156,700	Gross Expenditures	$17,156,700
Less Inter-fund Transfers	2,396,300	Less Inter-fund Transfers	2,396,300
Total FY15-16 Revenues	$14,760,400	Total FY15-16 Expenditures	$14,760,400

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 is hereby approved, effective July 1, 2015.

Section VIII. That the Capital Improvements Plan (FY16-FY20) 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, 2015.

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, 2015, the welfare of the City of Kingsport requiring it.

_____

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Angie Marshall
Deputy City Recorder

_____

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase VII Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-145-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
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 VII, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at $27,552.51 for a new twenty (20) lot development.

To date, including this development, the program has supported 786 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
6. Development Chart

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	_	_	_
George	_	_	_
Hall	_	_	_
McIntire	_	_	_
Parham	_	_	_
Segelhorst	_	_	_
Phillips	_	_	_

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO EDINBURG PHASE VII 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 VII, a 20 lot development; and

WHEREAS, the total amount of the agreement as proposed is $27,552.51;

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 VII, in the amount of $27,552.51, 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, 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 WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH PHASE VII MATERIALS AGREEMENT PROJECTS (WA1587 AND SW1587); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget to $14,639 and by decreasing the funds transferred from the Sewer Fund operating budget to $10,523 to the Edinburgh Phase 7 projects (WA1587 and SW1587) to fund the materials agreement.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Water Project Fund:451			
Edinburgh Phase 7 (WA1587)			
Revenues			
451-0000-391-4500 From the Water Fund	0	14,639	14,639
Totals:	**0**	**14,639**	**14,639**
Expenditures:			
451-0000-605-9003 Improvements	0	14,639	14,639
Totals:	**0**	**14,639**	**14,639**
Account Number/Description:			
Sewer Project Fund:452			
Edinburgh Phase 7 (SW1587)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	10,523	10,523
Totals:	**0**	**10,523**	**10,523**
Expenditures:			
452-0000-606-9003 Improvements	0	10,523	10,523
Totals:	**0**	**10,523**	**10,523**

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.

_____
DENNIS R. PHILLIPS, 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 7th day of May, 2015, 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 7, 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 482 LF of Waterline to construct and 980 LF of Sewerline.

3. The estimated cost of the materials listed in paragraph 2 above is approximately $27,552.51. 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

Dennis R. Phillips, Mayor

Attest:

James Demming, City Recorder

Approved as to form:

J. Michael Billingsley, City Attorney

Materials Agreement

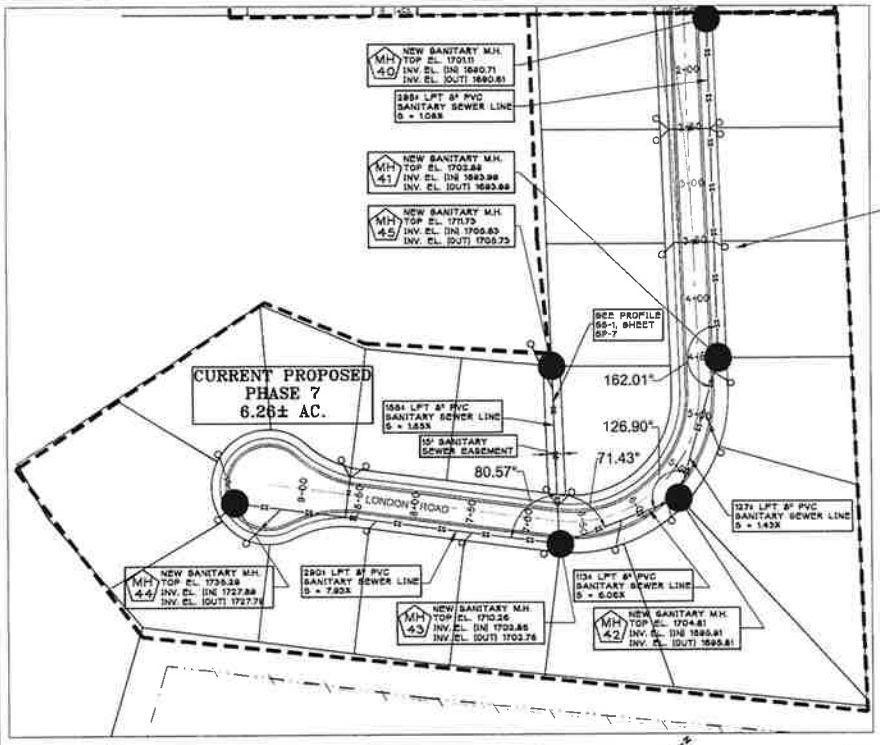
Project: Edinburgh Phase VII
Date: May 5, 2015
Developer:

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41828	6" Mj Di accessory kit	1.00	ea	$16.99	$16.99
40835	8" joint restraint kit	8.00	ea	$35.63	$285.04
41864	8" x 18' DI push on pipe	27.00	jt	$306.36	$8,271.72
42115	3.6' bury hydrant	1.00	ea	$1,285.00	$1,285.00
42525	8" x 45 deg bend	4.00	ea	$76.27	$305.08
42335	8" mj gate valve	2.00	ea	$666.84	$1,333.68
42845	6" x 18" mj anchoring coupling	1.00	ea	$90.99	$90.99
42421	Round valve boxes	3.00	ea	$36.98	$110.94
40401	5/8 X 3/4 linesetter	20.00	ea	$111.98	$2,239.60
42732	Meter box/lid	20.00	st	$35.00	$700.00
	Receipt To:				
Subtotal:	**451-0000-208-1250**				$14,639.04
Sales Tax:	**451-0000-207-0201**			9.50%	$1,390.71
Project #	**WA 1587**			Water Total:	$16,029.75
	Expense To:				
Water acct. #	**451-0000-605-9003**				

Kingsport
TENNESSEE

Materials Agreement

Sanitary sewer		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
45003	8" x 13' sdr-35 gsktd sewer pipe	70.00	jt	$40.46	$2,832.20
45057	8" x 6" tee wye gsktd sewer	20.00	ea	$28.80	$576.00
45112	manhole covers v-1312-44	6.00	ea	$310.00	$1,860.00
	Manhole per vertical ft.	0.00	ft.	$0.00	$5,254.87
	Receipt To:				
Subtotal:	**452-0000-208-1250**				$10,523.07
Sales Tax:	**452-0000-207-0201**			9.50%	$999.69
Project #	**SW 1587**			Sewer Total:	$11,522.76
	Expense To:				
Sewer acct #	**452-0000-606-9003**				
				Grand Total:	$27,552.51



NOTE:
ALL FLUSH CLEAN-OUTS DEPICTED IN PLAN ARE TO BE PLACED WITHIN OR ON THE PUBLIC ROW LINE. PLAN VIEW DEPICTION FOR GRAPHICAL CLARITY ONLY.

SANITARY SEWER UTILITIES PLAN

1" = 50'

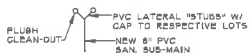
NOTES:

1. SANITARY SEWER PIPING TO BE ASTM 3034 CLASS PVC IN ACCORDANCE WITH THE CITY OF KINGSPORT, TENNESSEE STANDARDS.
2. PROVIDE TWO-WAY SANITARY SEWER CLEANOUTS AT EDGE OF EACH EASEMENT LINE.
3. ALL 8" SANITARY SEWER LATERALS TO BE 4'-0" MIN. DEPTH AT PROPERTY LINE, TYP.
4. THRUST BLOCKING MUST BE DONE IN ACCORDANCE WITH CITY OF KINGSPORT SPECIFICATIONS FOR REDUCTION FROM 6" AND LARGER LINES TO 2" LINE. BEFORE FINAL PLAT IS SIGNED FOR SANITARY SEWER, FURNISH CITY OF KINGSPORT SEWER DEPARTMENT "AS-BUILT" DRAWINGS OF ALL MANHOLE LOCATIONS AND LINE LOCATIONS AND MEASUREMENTS IN AUTOCAD FORMAT IN KORN / DIGITAL FORMAT.

MAINTAIN 10' MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND DOMESTIC WATER LINES

NOTE:
ALL SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES. MASTER PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT BY GARGE WAGGONER SUMNER & CANNON, INC

NOTE:
ALL FLUSH CLEAN-OUTS DEPICTED IN PLAN ARE TO BE PLACED WITHIN OR ON THE PUBLIC ROW LINE. PLAN VIEW DEPICTION FOR GRAPHICAL CLARITY ONLY.



PLAN - SUB-MAIN DIAGRAM

NOTE:
PROVIDE 15' EASEMENTS FOR ALL SANITARY SEWER LINES, 8" SUB-MAINS, LATERALS AND APPURTENANCES. EASEMENTS SHALL CENTER ON INDICATED LINE LOCATIONS AND ON EACH APPLICABLE LOT LINE.

FOR SANITARY SEWER LINES OF SLOPE GREATER THAN 18%, PROVIDE ANCHORS AT SPACINGS INDICATED ON THIS PLAN IN ACCORDANCE WITH CITY OF KINGSPORT STANDARDS AND SPECIFICATIONS.

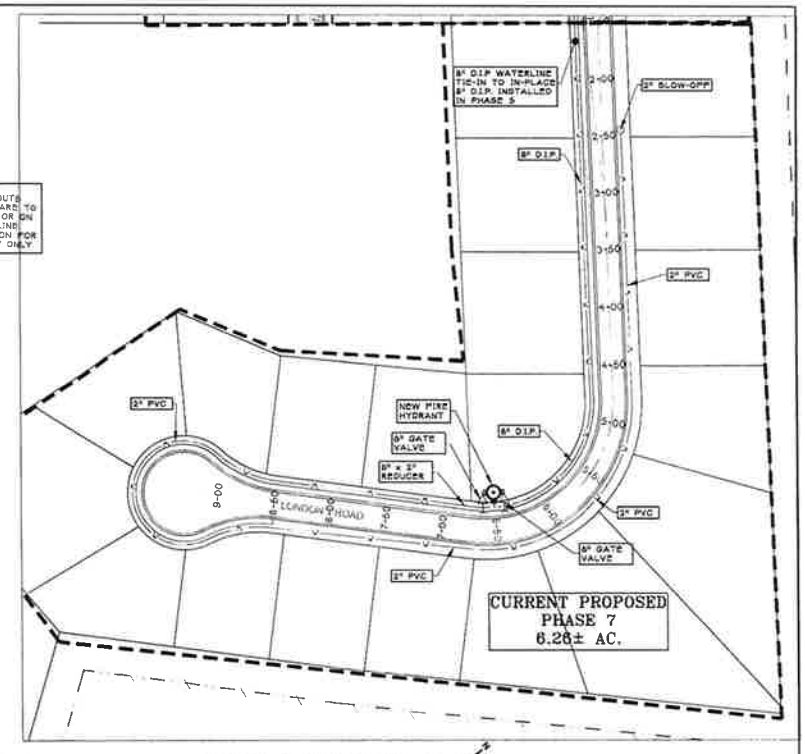
ALL SANITARY SEWER LINES THIS SHEET (PHASE 7) ARE 8" PVC. ALL SUB-MAINS ARE 8" PVC.

PROVIDE TYP. CHECK DAMS AT UPSTREAM END OF ALL MANHOLES, TYP.

ALL SANITARY SEWER PIPING MATERIALS, BEDDING AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS

EDINBURGH PHASE 7
SANITARY SEWER CHART

Manhole #		MH Type	MH Depth	Top Elev.	Invert In	Invert Out	MH Coordinates Northing (Y)	MH Coordinates Easting (X)	MH Connection #	Degree of Seperation
MH	40	Standard	10.50	1701.11	1690.71	1690.61	785095.54	2977209.23	2-8" PVC	180°
MH	41	Standard	9.00	1702.89	1693.99	1693.89	784918.96	2977445.00	2-8" PVC	162.01°
MH	42	Standard	9.00	1704.81	1695.91	1695.81	784808.38	2977519.18	2-8" PVC	126.90°
MH	43	Standard	7.50	1710.26	1702.86	1702.76	784696.05	2977479.91	3-8" PVC	71.43', 80.57°
MH	44	Standard	7.50	1735.29	1727.89	1727.79	784665.00	2977261.60	1-8" PVC	0°
MH	45	Standard	6.00	1711.73	1705.83	1705.73	784795.84	2977351.59	2-8" PVC	0°

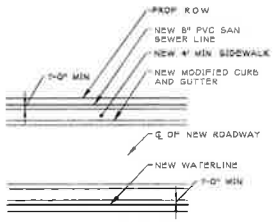


WATER UTILITIES PLAN

1" = 50'

NOTES:

1. ALL WATERLINES TO BE 3'-6" MIN. BELOW FINISH GRADE. CONFIRM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES (6" THRU 12") TO BE DUCTILE IRON, PVC PIPE, SDR 21, CLASS 200 PRESSURE RATED CONFORMING TO ASTM D2241 (2" THRU 4"). PIPE MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES, 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 SERVICES. ALL WATER SERVICES TO BE FIELD LOCATED. 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 REQ'D. DEVELOPER MUST REIMBURSE THE CITY ALL ITEMS USED IN TAP WITHIN FOUR WEEKS OF MAKING THE TAP. TDEC STANDARDS FOR DISINFECTION OF NEWLY INSTALLED WATERLINES MUST BE FOLLOWED.
4. MEGALUG 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 MEGALUGS 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 ROW OR WITHIN DEDICATED EASEMENT.
6. 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 KORN / DIGITAL FORMAT.



TYP. SAN. SEWER LINE AND WATERLINE LAYOUT

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

WATER LINE TEES, VALVING AND APPURTENANCES, ETC.

AT INTERSECTION OF 8" D.I.P. TO 6" D.I.P. PROVIDE 8" x 6" x 6" TEE AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

AT INTERSECTION OF 6" D.I.P. TO 6" D.I.P. PROVIDE 6" x 6" x 6" TEE AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

AT INTERSECTION OF 6" D.I.P. TO 2" PVC PROVIDE 6" x 6" x 2" TEE (OR 8" X 2" X 2" TEE) AND 6" GATE VALVE AND 2" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

SPODEN & WILSON CONSULTING ENGINEERS
338 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1151 Fax: (423) 245-0852
email: spodenwilson@embarqmail.com

EDINBURGH - PHASE 7
KINGSPORT TENNESSEE

THE EDINBURGH GROUP, LLC
KINGSPORT TENNESSEE

SHEET TITLE
SANITARY SEWER UTILITIES PLAN AND WATER UTILITIES PLAN

DATE 12-16-2014
FILE NO 617

REVISIONS

NO	DATE
1	04-03-2015

SP-6

MATERIALS REEMENT
Development Chart

Developer	Development	Proposed Lots/Developmen	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	4	3	Closed
Jeff McKee	Settler's Ridge Phase I	41	$45,344.29	03/20/07	Total of 7	7	Closed
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	Edinburgh Phase 4	17	$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	$51,965.42	10/7/2014			Open
Jerry Petzoldt	Old Island Phase II	59	$118,027.86	05/06/08	22	12	Closed
Jim Nottingham	Riverwatch	29	$47,605.13	04/15/08	3	3	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	$76,522.72	08/0707	26	17	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	23	12	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 26	24	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	38	30	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	1		Closed
	TOTAL	**786**	**$1,232,346.24**		**312**	**235**	

Revised 05/01/15

Kingsport

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Materials Agreement with Christ Fellowship Church Related to a Proposed Residential Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-146-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
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, Christ Fellowship Church has requested that the proposed residential development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at $40,718.14 for an immediate new one (1) lot and future development.

To date, including this development, the program has supported 786 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
6. Development Chart

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH GREGORY DEPRIEST RELATED TO CHRIST FELLOWSHIP CHURCH 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, Gregory DePriest would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Christ Fellowship Church Development, a one (1) lot development; and

WHEREAS, the total amount of the agreement as proposed is $40,718.14;

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 Gregory DePriest to provide certain water and sewer materials by the city for Christ Fellowship Church Development, in the amount of $40,718.14, 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, 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 WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE CHRIST FELLOWSHIP CHURCH MATERIALS AGREEMENT PROJECTS (WA1588 AND SW1588); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget to $22,546 and by decreasing the funds transferred from the Sewer Fund operating budget to $14,639 to the Christ Fellowship projects (WA1588 and SW1588) to fund the materials agreement.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Water Project Fund:451			
Christ Fellowship (WA1588)			
Revenues			
451-0000-391-4500 From the Water Fund	0	22,546	22,546
Totals:	**0**	**22,546**	**22,546**
Expenditures:			
451-0000-605-9003 Improvements	0	22,546	22,546
Totals:	**0**	**22,546**	**22,546**
Account Number/Description:			
Sewer Project Fund:452			
Christ Fellowship (SW1588)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	14,639	14,639
Totals:	**0**	**14,639**	**14,639**
Expenditures:			
452-0000-606-9003 Improvements	0	14,639	14,639
Totals:	**0**	**14,639**	**14,639**

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.

_____
DENNIS R. PHILLIPS, 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 7th day of May, 2015, by and between Gregory DePriest, 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 Christ Fellowship Church, 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 1476 LF of Waterline to construct and 1823 LF of Sewer line.

3. The estimated cost of the materials listed in paragraph 2 above is approximately $40,718.14. 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

Dennis R. Phillips, Mayor

Attest:

James Demming, City Recorder

Approved as to form:

J. Michael Billingsley, City Attorney

Materials Agreement

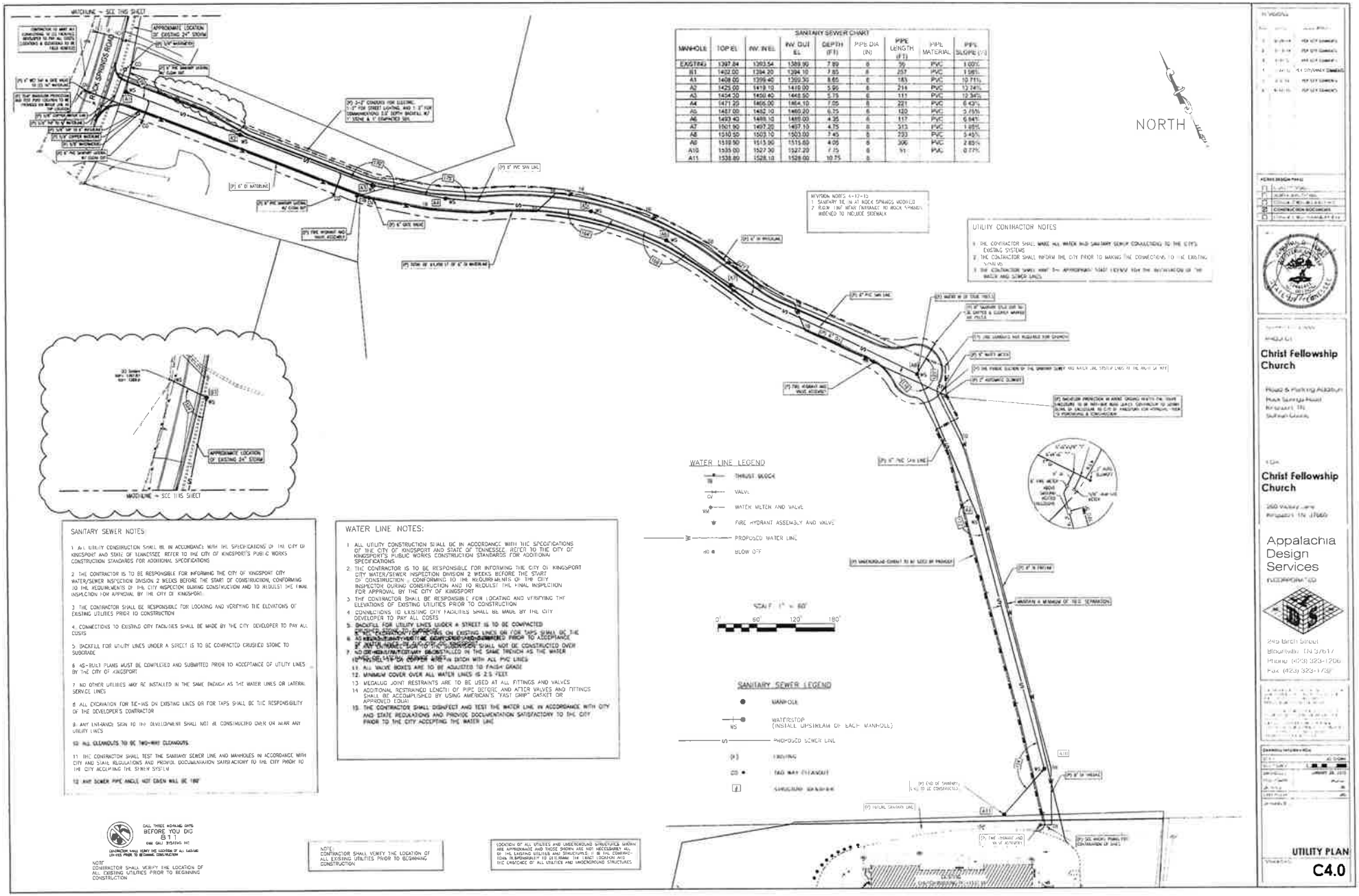
Project: Christ Fellowship Church
Date: May 19, 2015
Developer:

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41810	6" x 18' DI pushon pipe	82.00	jt	$221.64	$18,174.48
42115	3.' bury hydrant	2.00	ea	$1,209.63	$2,419.26
42325	6' mj gate valve	4.00	ea	$396.00	$1,584.00
42335	6" 45 Deg. Bend MJ DI	4.00	ea	$43.20	$172.80
43032	6" x 6" x 6" anchoring tee	2.00	ea	$97.77	$195.54
	Receipt To:				
Subtotal:	**451-0000-208-1250**				$22,546.08
Sales Tax:	**451-0000-207-0201**			9.50%	$2,141.88
Project #	**WA 1588**			Water Total:	$24,687.96
	Expense To:				
Water acct. #	**451-0000-605-9003**				

Kingsport TENNESSEE

Materials Agreement

Sanitary sewer		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
45003	8" x 14' sdr-35 gsktd sewer pipe	131.00	jt	$40.18	$5,263.58
45057	8" x 6" tee wye gsktd sewer	3.00	ea	$32.00	$96.00
45112	manhole covers v-1312-44	9.00	ea	$246.50	$2,218.50
	Manhole per vertical ft.	0.00	ft.	$0.00	$7,061.36
Building code					
	Receipt To:				
Subtotal:	**452-0000-208-1250**				$14,639.44
Sales Tax:	**452-0000-207-0201**			9.50%	$1,390.75
Project #	**SW 1588**			Sewer Total:	$16,030.19
	Expense To:				
Sewer acct #	**452-0000-605-9003**				
				Grand Total:	$40,718.14



SANITARY SEWER CHART

MANHOLE	TOP EL	INV. IN EL	INV OUT EL	DEPTH (FT)	PIPE DIA (IN)	PIPE LENGTH (FT)	PIPE MATERIAL	PIPE SLOPE (%)
EXISTING	1397.84	1393.54	1389.99	7.89	8	39	PVC	1.00%
A1	1402.00	1394.20	1394.10	7.85	8	257	PVC	1.98%
A3	1408.00	1399.40	1399.30	8.65	8	183	PVC	10.71%
A2	1425.00	1419.10	1419.00	5.95	8	214	PVC	12.24%
A3	1454.30	1450.40	1448.50	5.75	8	111	PVC	12.34%
A4	1471.20	1466.00	1464.10	7.05	8	221	PVC	6.42%
A5	1487.00	1482.10	1480.20	6.75	8	132	PVC	5.76%
A6	1493.40	1488.10	1486.00	4.35	8	117	PVC	6.94%
A7	1501.90	1497.20	1497.10	4.75	8	313	PVC	1.85%
A8	1510.50	1503.10	1503.00	7.45	8	233	PVC	3.43%
A9	1519.50	1515.90	1515.80	4.05	8	306	PVC	2.85%
A10	1535.00	1527.30	1527.20	7.75	8	91	PVC	0.77%
A11	1538.89	1528.10	1528.00	10.75	8			

REVISION NOTES 4-17-13
1 SANITARY TIE IN AT ROCK SPRINGS MODIFIED
2 ROW 1.96' NEAR ENTRANCE TO ROCK SPRINGS WIDENED TO INCLUDE SIDEWALK

UTILITY CONTRACTOR NOTES

1. THE CONTRACTOR SHALL MAKE ALL WATER AND SANITARY SEWER CONNECTIONS TO THE CITY'S EXISTING SYSTEMS
2. THE CONTRACTOR SHALL INFORM THE CITY PRIOR TO MAKING THE CONNECTIONS TO THE EXISTING SYSTEMS
3. THE CONTRACTOR SHALL MAKE THE APPROPRIATE TAPS NEEDED FOR THE INSTALLATION OF THE WATER AND SEWER LINES

WATER LINE LEGEND

- THRUST BLOCK (TB)
- VALVE (GV)
- WATER METER AND VALVE (WM)
- FIRE HYDRANT ASSEMBLY AND VALVE
- PROPOSED WATER LINE (W)
- BLOW OFF (BO)

SCALE: 1" = 60'

0' 60' 120' 180'

SANITARY SEWER LEGEND

- MANHOLE
- WATERSTOP (INSTALL UPSTREAM OF EACH MANHOLE) (WS)
- PROPOSED SEWER LINE (S)
- LABELING (P)
- TAG WAY CLEANOUT (CO)
- UNDERGROUND WARNING (U)

SANITARY SEWER NOTES

1. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF KINGSPORT AND STATE OF TENNESSEE. REFER TO THE CITY OF KINGSPORT'S PUBLIC WORKS CONSTRUCTION STANDARDS FOR ADDITIONAL SPECIFICATIONS
2. THE CONTRACTOR IS TO BE RESPONSIBLE FOR INFORMING THE CITY OF KINGSPORT CITY WATER/SEWER INSPECTION DIVISION 2 WEEKS BEFORE THE START OF CONSTRUCTION, CONFORMING TO THE REQUIREMENTS OF THE CITY INSPECTION DURING CONSTRUCTION AND TO REQUEST THE FINAL INSPECTION FOR APPROVAL BY THE CITY OF KINGSPORT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION
4. CONNECTIONS TO EXISTING CITY FACILITIES SHALL BE MADE BY THE CITY DEVELOPER TO PAY ALL COSTS
5. BACKFILL FOR UTILITY LINES UNDER A STREET IS TO BE COMPACTED CRUSHED STONE TO SUBGRADE
6. AS-BUILT PLANS MUST BE COMPLETED AND SUBMITTED PRIOR TO ACCEPTANCE OF UTILITY LINES BY THE CITY OF KINGSPORT
7. NO OTHER UTILITIES MAY BE INSTALLED IN THE SAME TRENCH AS THE WATER LINES OR LATERAL SERVICE LINES
8. ALL EXCAVATION FOR TIE-INS ON EXISTING LINES OR FOR TAPS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER'S CONTRACTOR
9. ANY ENTRANCE SIGN TO THE DEVELOPMENT SHALL NOT BE CONSTRUCTED OVER OR NEAR ANY UTILITY LINES
10. ALL CLEANOUTS TO BE TWO-WAY CLEANOUTS
11. THE CONTRACTOR SHALL TEST THE SANITARY SEWER LINE AND MANHOLES IN ACCORDANCE WITH CITY AND STATE REGULATIONS AND PROVIDE DOCUMENTATION SATISFACTORY TO THE CITY PRIOR TO THE CITY ACCEPTING THE SEWER SYSTEM
12. ANY SEWER PIPE ANGLE NOT GIVEN WILL BE 180°

WATER LINE NOTES:

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6. AS-BUILT PLANS MUST BE COMPLETED AND SUBMITTED PRIOR TO ACCEPTANCE OF WATER LINES BY THE CITY OF KINGSPORT
7. NO OTHER UTILITIES SHALL BE INSTALLED IN THE SAME TRENCH AS THE WATER LINES OR LATERAL SERVICE LINES
8. ALL VALVE BOXES ARE TO BE ADJUSTED TO FINISH GRADE
9. MINIMUM COVER OVER ALL WATER LINES IS 2.5 FEET
10. MEGALUG JOINT RESTRAINTS ARE TO BE USED AT ALL FITTINGS AND VALVES
11. ADDITIONAL RESTRAINED LENGTH OF PIPE BEFORE AND AFTER VALVES AND FITTINGS SHALL BE ACCOMPLISHED BY USING AMERICAN'S "FAST GRIP" GASKET OR APPROVED EQUAL
12. THE CONTRACTOR SHALL DISINFECT AND TEST THE WATER LINE IN ACCORDANCE WITH CITY AND STATE REGULATIONS AND PROVIDE DOCUMENTATION SATISFACTORY TO THE CITY PRIOR TO THE CITY ACCEPTING THE WATER LINE

CALL THREE WORKING DAYS BEFORE YOU DIG 811 ONE CALL SYSTEM, INC
CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL GAS/GAS UTILITIES PRIOR TO BEGINNING CONSTRUCTION

NOTE:
CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION

NOTE:
CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION

LOCATION OF ALL UTILITIES AND UNDERGROUND STRUCTURES SHOWN ARE APPROXIMATE AND THOSE SHOWN ARE NOT NECESSARILY ALL OF THE EXISTING UTILITIES AND STRUCTURES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND THE EXISTENCE OF ALL UTILITIES AND UNDERGROUND STRUCTURES

Christ Fellowship Church

Road & Parking Addition
Rock Springs Road
Kingsport, TN
Sullivan County

Christ Fellowship Church

350 Valley View
Kingsport, TN 37660

Appalachia Design Services
ELIZABETHTON, TN
245 Birch Street
Elizabethton, TN 37643
Phone: (423) 543-1206
Fax: (423) 543-1758

UTILITY PLAN

C4.0

MATERIALS GREEMENT
Development Chart

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	Edinburgh Phase 4	17	$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	$51,965.42	10/7/2014			Open
Jerry Petzoldt	Old Island Phase II	59	$118,027.86	05/06/08	22	12	Closed
Jim Nottingham	Riverwatch	29	$47,605.13	04/15/08	3	3	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	$76,522.72	08/0707	26	17	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	23	12	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 26	24	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	38	30	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	1		Closed
	TOTAL	**786**	**$1,232,346.24**		**312**	**235**	

Revised 05/01/15

Kingsport

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance Providing for the FY16 Emergency Solutions Grant Budget

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

Action Form No.: AF-131-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Mark Haga
Presentation By: Lynn Tully

Recommendation:
Approve 2016 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:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

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, 2016; 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 $120,323.

Account	Description	Expense	Revenue
	COMMUNITY DEVELOPMENT FUND Appropriation		
CD1617	**Emergency Shelter Grant**		
124-0000-603-4023	Grants	$114,908	
124-0000-603-1010	Salaries	$ 5,415	
124-0000-337-4900	Emergency Shelter Grant		$120,323

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.

_____
DENNIS R. PHILLIPS
Mayor

ATTEST:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY
City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Adopt the FY15-16 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF-125-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Judy Smith, Bill Albright
Presentation By: Albright

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 $331,055.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: JS

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

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

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of $331,055.

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:

Revenues		**Expenditures**	
FTA Sec. 5303 TN	$ 39,033	Personal Services	$249,345
Federal FHWA TN	217,904	Contract Services	66,260
General Fund	59,758	Commodities	12,350
VDot-FHWA	10,350	Capital Outlay	3,000
V Dot-Sec 5303	4,010	Insurance	100
Total Revenues	$331,055	**Total Expenditures**	$331,055

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.

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Adopt the FY15-16 Urban Mass Transit Budget

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

Action Form No.: AF-126-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Judy Smith, Gary Taylor
Presentation By: McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is $1,512,100.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RE-FILED
Y RECORDER

ORDINANCE NO. _____

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

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

SECTION I. That the Urban Mass Trans Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of $1,512,100.

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

Revenue Category	Original Budget	
Capital:		
Federal Transit Administration	$ 0	
Tennessee Dept. of Transportation	0	
General Fund	0	**$ 0**
Operating:		
Federal Transit Administration	$688,050	
Tennessee Dept. of Transportation	344,025	
Program Income:		
RCAT	49,000	
Bus Fares	87,000	
General Fund	344,025	**$ 1,512,100**
Total Revenues		**$ 1,512,100**

Expenditure	Expenditure Category	Original Budget	
	Capital:		
	Misc. Support Equip.	0	
	Vehicle Prev. Maint.	$ 0	**$ 0**
	Operating:		
	Personal Services	$ 1,089,500	
	Contractual Services	369,100	
	Commodities	45,500	
	Insurance	8,000	**$1,512,100**
	Total Expenditures		**$1,512,100**

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:

Dennis R. Phillips, Mayor

Angie Marshall, Deputy City Recorder

Approved as to Form:

J. Michael Billingsley, City Attorney

Passed on First Reading: _____

Passed on Second Reading: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Adopt the FY15-16 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-127-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY15-16 budget is $3,934,524.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

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 thePL93-380 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	$ 3,934,524
Total Revenues	**$ 3,934,524**

Expenditures	**Original Budget**
Instruction	$ 2,457,137
Support Services	1,299,867
To School Fund	30,287
To Risk Fund	15,233
To Consolidated Admin.	132,000
Total Expenditures	**$ 3,934,524**

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 2015, the public welfare of the City of Kingsport, Tennessee requiring it.

Attest:

Angie Marshall, Deputy City Recorder

Dennis R. Phillips, Mayor

Approved as to Form:

J. Michael Billingsley, City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Adopt the FY15-16 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-128-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is $1,068,782.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

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	$	1,005,344
Local Revenue	$	-
From School Fund - 141	$	63,438
Total Revenues	**$**	**1,068,782**

Expenditures		**Original Budget**
Instruction	$	0
Support Services	$	326,462
Non-Instructional	$	738,800
Capital Outlay	$	0
To Risk Fund	$	3,520
Total Expenditures	**$**	**1,068,782**

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 2015, the public welfare of the City of Kingsport, Tennessee requiring it.

Attest:

Dennis R. Phillips, Mayor

Angie Marshall, Deputy City Recorder

Approved as to Form:

J. Michael Billingsley, City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance Providing for the FY16 Community Development Block Grant Budget

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

Action Form No.: AF-130-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Mark Haga
Presentation By: Lynn Tully

Recommendation:
Approve 2016 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: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

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, 2016; 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 $317,466.

Account	Description	Expense	Revenue
	COMMUNITY DEVELOPMENT FUND Appropriation		
CD1601	**CDBG Administration**		
124-0000-603-1010	Salaries	$27,487	
124-0000-603-1020	Social Security	$ 5,838	
124-0000-603-1030	Health Insurance	$ 9,755	
124-0000-603-1040	Retirement	$ 11,339	
124-0000-603-1050	Life Insurance	$ 223	
124-0000-603-1052	Long Term Disability	$ 240	
124-0000-603-1060	Workman's Compensation	$ 117	
124-0000-603-1061	Unemployment Insurance	$ 44	
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	$ 4,000	
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		$63,493
CD1604	**KAHR Program**		
124-0000-603-1010	Salaries	$ 38,631	
124-0000-603-4023	Grants	$ 71,972	
124-0000-331-1000	Community Development Block Grant		$ 110,603
CD1603	**CASA of Sullivan County**		
124-0000-603-4023	Grants	$ 11,825	
124-0000-331-1000	Community Development Block Grant		$ 11,825
CD1605	**HOPE, Inc.**		
124-0000-603-4023	Grants	$ 2,500	
124-0000-331-1000	Community Development Block Grant		$ 2,500

CD1620	**Learning Centers of KHRA**		
124-0000-603-4023	Grants	$ 26,945	
124-0000-331-1000	Community Development Block Grant		$ 26,945
CD1621	**South Central Kingsport CDC**		
124-0000-603-4023	Grants	$ 32,000	
124-0000-331-1000	Community Development Block Grant		$ 32,000
CD1635	**HOPE VI – Section 108**		
124-0000-603-4023	Grants	$ 70,100	
124-0000-331-1000	Community Development Block Grant		$ 70,100

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.

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects

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

Action Form No.: AF-129-2015
Work Session: June 1, 2015
First Reading: June 2, 2015

Final Adoption: June 16, 2015
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:
Approve the Ordinance.

Executive Summary:
This ordinance is a cleanup ordinance for various operating budgets and projects. It will allow us to close some old projects.

This ordinance will transfer $17,999 from the Legion Pool Demolition project (GP1404) to the Park Improvement project and transfer funds from the Library Building Fund project (GP0924) in the amount of $580 to the ILS System project which allows us to close GP1404 and GP0924.

Funds will be transferred from unused TIF funds to establish the Downtown project in the amount of $119,045.

Funds will be transferred from the General Fund operating budget to the SBK Animal Control Center in the amount of $30,000 to match the Sullivan County's contribution for FY15 operating expenses, $16,000 will be transferred to the mowing project, $40,000 will be transferred for the demolition of dilapidated structures, $25,000 will be transferred to the Veterans Memorial project, $5,000 will be transferred to purchase AED devices for departments, $20,000 will be transferred for the Fire Department Exhaust system, $25,000 will be transferred for LIDAR (Light Detection and Ranging Data) to be used by GIS and $10,000 will be transferred for Transportation's Cartegraph system.

In July 2014, the State approved an increase of $5 for citations. The BMA approved the increase in October. As a result of the increase, the Clerk's office receives $1 per citation and the police department receives $4. The additional funds are to be used for computer hardware, computer related expenses and replacements, training to maintain electronic citation programs, equipment repair and replacement, electronic citation system and program and related expenses. The Clerk's Office E Citation project will be amended by appropriating $300 and the Enforcement E Citations projects will be amended by appropriating $600.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT, GENERAL PROJECT SPECIAL REVENUE, AND AQUATIC CENTER BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring $17,999 from the Legion Pool Demolition project (GP1404) to the Park Improvements project (GP1534), from Library Building project (GP0924) in the amount of $580 to the ILS System project (GP1505); and by transferring funds from the General Fund operating budget to the Dilapidated Structures project (GP1535) in the amount of $40,000, to the Fire Department Exhaust system project (GP1536) in the amount of $20,000, and to the Cartegraph project (GP1537) in the amount of $10,000; and that the General Project Special Revenue Fund budget be amended by appropriating additional funds received from traffic fines to the Clerk's Office E Citations project (NC1507) in the amount of $300, to the Enforcement E Citations project (NC1508) in the amount of $600; and by transferring $200,000 to the Aquatic Center Fund, by transferring $119,045 to the Downtown project Fund (NC1510), to SBK Animal Control in the amount of $30,000, to the Mowing project (NC1505) in the amount of $16,000, to the Veterans Memorial Phase 2 project (NC1503) in the amount of $25,000, to the AED Devices project (NC1509) in the amount of $5,000 and to the LIDAR Data project (NC1511) in the amount of $25,000.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 111: General Project-Special Revenue			
Clerks Office E Citations (NC1507)			
Revenues:	**$**	**$**	**$**
111-0000-351-3310 Clerks Office	0	300	300
Totals:	**0**	**300**	**300**
Expenditures:	**$**	**$**	**$**
111-0000-601-2045 Training	0	150	150
111-0000-601-2055 Repairs & Maintenance	0	30	30
111-0000-601-3020 Operating Supplies & Tools	0	120	120
Totals:	**0**	**300**	**300**
Fund 111: General Project-Special Revenue			
Enforcement E Citations (NC1508)			
Revenues:	**$**	**$**	**$**
111-0000-351-3320 Enforcement Agency	0	600	600

	Totals:	**0**	**600**	**600**
Expenditures:		**$**	**$**	**$**
111-0000-601-2045	Training	0	150	150
111-0000-601-2055	Repairs & Maintenance	0	50	50
111-0000-601-3020	Office Supplies	0	400	400
	Totals:	**0**	**600**	**600**

Fund 311: General Project Fund
Legion Pool Demolition (GP1404)

Revenues:		**$**	**$**	**$**
311-0000-368-1046	Series 2013B GO Pub Imp	68,859	(17,999)	52,035
311-0000-368-2101	Premium From Bond Sale	6,141	0	6,141
	Totals:	**75,000**	**(17,999)**	**58,176**
Expenditures:		**$**	**$**	**$**
311-0000-601-2022	Construction Contracts	73,823	(17,999)	56,999
311-0000-601-4041	Bond Sale Expense	1,177	0	1,177
	Totals:	**75,000**	**(17,999)**	**58,176**

Fund 311: General Project Fund
Park Improvements (GP1534)

Revenues:		**$**	**$**	**$**
311-0000-368-1046	Series 2013B GO Pub Imp	0	17,999	17,999
	Totals:	**0**	**17,999**	**17,999**
Expenditures:		**$**	**$**	**$**
311-0000-601-9003	Improvements	0	17,999	17,999
	Totals:	**0**	**17,999**	**17,999**

Fund 311: General Project Fund
Library Building Fund (GP0924)

Revenues:		**$**	**$**	**$**
311-0000-361-1000	Earnings on Investments	825	0	825
311-0000-364-1000	Contributions/Individuals	31,818	(580)	31,480
	Totals:	**32,643**	**(580)**	**32,305**
Expenditures:		**$**	**$**	**$**
311-0000-601-9003	Improvements	32,643	(580)	32,305
	Totals:	**32,643**	**(580)**	**32,305**

Fund 311: General Project Fund
ILS System (GP1505)

Revenues:		$	$	$
311-0000-364-3000	From Non-Profit Groups	6,332	0	6,332
311-0000-364-1000	Contributions/Individuals	0	580	580
311-0000-391-0100	From General Fund	25,000	0	25,000
	Totals:	**31,332**	**580**	**31,912**
Expenditures:		$	$	$
311-0000-601-9006	Purchases $5,000 & Over	31,332	580	31,912
	Totals:	**31,332**	**580**	**31,912**

Expenditures:		$	$	$
110-4874-481-7423	Downtown TIF	130,000	(65,045)	64,955
110-4874-481-7424	Riverwalk TIF	25,000	(25,000)	0
110-4804-481-7029	To Debt Service	8,100,900	(400,000)	7,700,900
110-4804-481-7039	To Aquatic Center	0	200,000	200,000
110-4804-481-7035	To Gen Proj-Spec Rev Fund	299,790	190,045	489,835
110-4804-481-7036	To General Project Fund	7,040	70,000	77,040
110-1005-405-8051	SBK Animal Control	165,800	30,000	195,800
	Totals:	**8,728,530**	**0**	**8,728,530**

Fund 211: Debt Service Fund

Revenues:		$	$	$
211-0000-391-0100	From General Fund	8,100,900	(400,000)	7,700,900
	Totals:	**8,100,900**	**(400,000)**	**7,700,900**

Expenditures:		$	$	$
211-4805-481-4013		420,000	(400,000)	20,000
	Totals:	**420,000**	**(400,000)**	**20,000**

Fund 419: Aquatic Center Fund

Revenues:		$	$	$
419-0000-391-0100	From General Fund	0	200,000	200,000
	Totals:	**0**	**200,000**	**200,000**

Expenditures:		$	$	$
419-5019-501-7609	Aquatic Project Fund	0	200,000	200,000
	Totals:	**0**	**200,000**	**200,000**

Fund 111: General Project-Special Revenue
Downtown Project (NC1510)

Revenues:		$	$	$
111-0000-391-0100	From General Fund	0	119,045	119,045
	Totals:	**0**	**119,045**	**119,045**

Expenditures:	$	$	$
111-0000-601-2022 Construction Contracts	0	119,045	119,045
Totals:	**0**	**119,045**	**119,045**

Fund 111: General Project-Special Revenue
Mowing Project (NC1505)

Revenues:	$	$	$
111-0000-391-0100 From General Fund	4,560	16,000	20,560
Totals:	**4,560**	**16,000**	**20,560**

Expenditures:	$	$	$
111-0000-601-2022 Construction Contracts	4,560	16,000	20,560
Totals:	**4,560**	**16,000**	**20,560**

Fund 111: General Project-Special Revenue
Veterans Memorial Phase 2 (NC1503)

Revenues:	$	$	$
111-0000-364-3000 From Non-Profit Groups	1,000	182,315	183,315
111-0000-391-0100 From General Fund	1,490	25,000	26,490
111-0000-391-6900 Visitor's Enhancement Fund	3,510	0	3,510
Totals:	**6,000**	**207,315**	**213,315**

Expenditures:	$	$	$
111-0000-601-2022 Construction Contracts	500	207,086	207,586
111-0000-601-2023 Arch/Eng/Landscaping	0	229	229
111-0000-601-2075 Temporary Employees	5,000	0	5,000
111-0000-601-3022 Maintenance Supplies	500	0	500
Totals:	**6,000**	**207,315**	**213,315**

Fund 311: General Project Fund
Dilapidated Structures (GP1535)

Revenues:	$	$	$
311-0000-391-0100 From General Fund	0	40,000	40,000
Totals:	**0**	**40,000**	**40,000**

Expenditures:	$	$	$
311-0000-601-2022 Construction Contracts	0	38,000	38,000
311-0000-601-2099 Miscellaneous	0	2,000	2,000
Totals:	**0**	**40,000**	**40,000**

Fund 111: General Project-Special Revenue
AED Devices (NC1509)

Revenues:	$	$	$
111-0000-391-0100 From General Fund	0	5,000	5,000

Totals:	**0**	**5,000**	**5,000**
Expenditures:	**$**	**$**	**$**
111-0000-601-9004 Equipment	0	5,000	5,000
Totals:	**0**	**5,000**	**5,000**

Fund 311: General Project Fund
Fire Dept Exhaust System (GP1536)

Revenues:	**$**	**$**	**$**
311-0000-391-01-00 From General Fund	0	20,000	20,000
Totals:	**0**	**20,000**	**20,000**
Expenditures:	**$**	**$**	**$**
311-0000-601-9003 Improvements	0	20,000	20,000
Totals:	**0**	**20,000**	**20,000**

Fund 111: General Project-Special Revenue
LiDar Data (NC1511)

Revenues:	**$**	**$**	**$**
111-0000-391-0100 From General Fund	0	25,000	25,000
Totals:	**0**	**25,000**	**25,000**
Expenditures:	**$**	**$**	**$**
111-0000-601-2020 Professional Consultant	0	25,000	25,000
Totals:	**0**	**25,000**	**25,000**

Fund 311: General Project Fund
Cartegraph (GP1537)

Revenues:	**$**	**$**	**$**
311-0000-391-01-00 From General Fund	0	10,000	10,000
Totals:	**0**	**10,000**	**10,000**
Expenditures:	**$**	**$**	**$**
311-0000-601-9006 Purchases Over $5,000	0	10,000	10,000
Totals:	**0**	**10,000**	**10,000**

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.

DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 General Purpose School Fund Budget

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

Action Form No.: AF-115-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2015 budget amendment number five at their meeting on May 7, 2015. This amendment decreases estimated revenues and appropriations within the General Purpose School Fund budget by $150,000. This decrease is associated with the debt service expenditures being less than budgeted for our outstanding term bonds. There are also transfers that need approval for Dobyns-Bennett and Robinson.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Five

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 General Purpose School Fund Budget

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

Action Form No.: AF-115-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2015 budget amendment number five at their meeting on May 7, 2015. This amendment decreases estimated revenues and appropriations within the General Purpose School Fund budget by $150,000. This decrease is associated with the debt service expenditures being less than budgeted for our outstanding term bonds. There are also transfers that need approval for Dobyns-Bennett and Robinson.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Five

Funding source appropriate and funds are available: JS

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2014-15 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 to decrease the estimated revenue for City Transfers for Debt Service by $150,000. The expenditure budget will be changed by increasing the appropriation for Robinson Instructional Equipment by $5,700; the appropriation for Dobyns-Bennett Non-Instructional Equipment by $24,417 and to decrease the appropriation for Dobyns-Bennett Instructional Supplies by $20,000; the appropriation Dobyns-Bennett Student Travel by $4,000; the appropriation Dobyns-Bennett Principal Travel by $417; the appropriation for Robinson Non-Instructional Equipment by $2,200; the appropriation for Robinson Student Travel by $500; the appropriation for Robinson Principal Travel by $2,000; the appropriation for Robinson Staff Development by $1,000; the appropriation for Debt Service-Principal by $75,000; the appropriation for Debt Service-Interest by $75,000.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 141: School Fund				
Revenues:		$	$	$
141-0000-399-9811	City Transfers-Debt Service	3,516,700	(150,000)	3,366,700
	Totals:	**3,516,700**	**(150,000)**	**3,366,700**

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Expenditures:		$	$	$
141-7105-711-0722	Robinson Inst. Equipment	22,612	5,700	28,312
141-7600-871-0790	D-B Non-Inst. Equipment	37,309	24,417	61,726
141-7100-711-0429	D-B Inst. Supplies	143,853	(20,000)	123,853
141-7200-773-0599	D-B Student Travel	20,000	(4,000)	16,000
141-7200-801-0355	D-B Principal Travel	5,300	(417)	4,883
141-7205-773-0599	Robinson Student Travel	2,000	(500)	1,500
141-7205-781-0457	Robinson Staff Development	5,945	(1,000)	4,945
141-7205-801-0355	Robinson Principal Travel	2,000	(2,000)	0
141-7605-871-0790	Robinson Non-Inst. Equip.	32,612	(2,200)	30,412
141-7750-891-0601	Debt Service – Principal	2,854,600	(75,000)	2,779,600
141-7750-891-0602	Debt Service - Interest	1,101,900	(75,000)	1,026,900
	Totals:	**4,228,131**	**(150,000)**	**4,078,131**

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.

_____
DENNIS PHILLIPS, 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 7, 2015

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2014-2015
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 2015 this savings totals approximately $150,000. It is recommended that the estimated revenue General Fund Transfers for Debt Service be reduced by $150,000. It is further recommended that the appropriations for Debt – Principal and Debt - Interest be reduced by $75,000 each.

ITEM TWO: DOBYNS-BENNETT TRANSFER

Dobyns-Bennett has requested to transfer $20,000 from their Instructional Supply account, $4,000 from Student Travel, and $417 from Principal Travel to their Non-Instructional Equipment account (total of $24,417). These funds will be used to purchase acoustical panels for the small gym, converting the writing center into a regular classroom, and to replace student desks. It is recommended that the above transfers be approved.

ITEM THREE: ROBINSON TRANSFER

Robinson Middle School has requested to transfer $2,200 from their Non-Instructional Equipment account, $500 from Student Travel, $2,000 from Principal Travel, and $1,000 from Staff Development to their Instructional Equipment account (total of $5,700). These funds will be used to purchase student and/or teacher computers. It is recommended that the above transfers be approved.

SCHOOL NUTRITION SERVICES FUND

ITEM ONE: FY 14-15 OPERATING REVNUES AND EXPENSES

Preparing the budget for School Nutrition Services for FY 14-15 presented many challenges with the new and ever changing federal regulations. The anticipation was that the new regulations would decrease our participation, especially our a la carte sales. But this was not the case. At his time I am projecting increases in the following revenue and expense accounts:

Estimated Revenues

Federal Reimbursement – Breakfast	$ 30,000
Student Lunch Payments	15,000
A La Carte Lunch Sales	145,000
Other Local Revenue	20,000
Total Increases in Estimated Revenue	$ 210,000

Budgeted Expenditures

Retirement	$ 5,000
Medical Insurance	30,000
Food Usage	100,000
Other Supplies and Materials	75,000
Total Increase in Budgeted Expenditures	$ 210,000

It is recommended that the estimated revenues and appropriations for the accounts listed above be increased by $210,000. This will increase the SNS budget from $3,195,900 to $3,405,900.

ITEM TWO: EQUIPMENT PURCHASES:

There are two equipment purchases that need to be made by School Nutrition Services. It is necessary to amend the FY 14-15 budget, in order to receive and install this equipment prior to the start of school. The two items are:

1. Computer and printer replacement – Most of the computers that are used by SNS are 5-6 years old and are in need of being replaced. There are 26 computers in the cafeterias, 11 manager/assistant manager computers, and 4 computers at the administrative support center. In addition there are 8 printers, 26 touch screen monitors, and 26 pin pads that need to be replaced. The total cost will be $57,000.
2. Dobyns-Bennett 1 Hour Lunch – With the implementation of the 1 hour lunch period at Dobyns-Bennett it will be necessary to purchase various pieces of equipment to make this program successful. Examples of the equipment are; tables, vending machine, 3 kiosk, 2 warmer/cooler boxes, 3 milk boxes, 3 cashier stands, steamer, and ovens. It is estimated that his equipment will cost a total of $100,000.

The current budget has an unexpended appropriation for equipment, in the amount of $30,000. The two items listed above have a total cost of $157,000. The unreserved fund balance for School nutrition Services at June 30, 2014, was $2,145,815. It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Food Service Equipment be increased by $127,000.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of $3,827,459. 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 the new Carl Perkins Incentive grant for $2,500.

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 $26,852. This will make the revised estimated revenue and appropriation amounts $3,854,311.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of $1,240,008. 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 $35,000. There are increases in the Family Resource, Coordinated School Health and the Homeless programs of $9,000 that are local donations and there are increases that total $51,708 in the LEAPS, Homeless, and the Safe Schools grants. There was a decrease in the Lottery After-School grant of $42,500. The 21st Century grant was a grant that was applied for, but not received.

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 decreased by the net amount of $49,792. This will make the revised estimated revenue and appropriation amounts $1,190,216.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 School Nutrition Services Fund Budget

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

Action Form No.: AF-116-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2015 budget amendment number five at their meeting on May 7, 2015. This amendment increases estimated revenues and appropriations within the School Nutrition Services Fund budget by $337,000. An increase of $210,000 is necessary for the current year operating budgeted, due to higher than expected participation and sales. A second increase of $127,000, from a Fund Balance appropriation, will fund equipment purchases that need to be in place at the start of next school year.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Five

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 School Nutrition Services Fund Budget

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

Action Form No.: AF-116-2015
Work Session: May 18, 2015
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Staff Work By: David Frye
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Recommendation:
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Attachments:
1. Ordinance
2. BOE Budget Amendment Number Five

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2014-15 SCHOOL NUTRITION SERVICES 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 School Nutrition Services Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Five to increase the estimated revenue for Federal Reimbursement-Breakfast by $30,000; the estimated revenue for Student Lunch Payments by $15,000; the estimated revenue for A La Carter Lunch Sales by $145,000; the estimated revenue for Other Local Revenue by $20,000 and the estimated revenue for Fund Balance Appropriations by $127,000. The expenditure budget will be changed by increasing the appropriation for Retirement by $5,000; the appropriation for Medical Insurance by $30,000; the appropriation for Food Usage by $100,000; the appropriation for Other Supplies and Materials by $75,000 and the appropriation Food Service Equipment by $127,000.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 147: School Nutrition Services Fund				
Revenues:		$	$	$
147-0000-337-7113	USDA Reim. - Breakfast	453,500	30,000	483,500
147-0000-349-3521	Student Lunch Payments	370,700	15,000	385,700
147-0000-349-3525	A La Carte Lunch Sales	392,500	145,000	537,500
147-0000-369-4990	Other Local Revenue	0	20,000	20,000
147-0000-392-0100	Fund Balance Appropriations	35,300	127,000	162,300
	Totals:	**1,252,000**	**337,000**	**1,589,000**

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Expenditures:		$	$	$
147-7350-851-0204	State Retirement	83,400	5,000	88,400
141-7350-851-0207	Medical Insurance	141,900	30,000	171,900
141-7350-851-0424	Food Usage	1,481,800	100,000	1,581,800
141-7350-851-0499	Other Supplies and Materials	34,100	75,000	109,100
141-7350-851-0710	Food Service Equipment	65,000	127,000	192,000
	Totals:	**1,806,200**	**337,000**	**2,143,200**

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.

DENNIS PHILLIPS, 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 7, 2015

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2014-2015
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 2015 this savings totals approximately $150,000. It is recommended that the estimated revenue General Fund Transfers for Debt Service be reduced by $150,000. It is further recommended that the appropriations for Debt – Principal and Debt - Interest be reduced by $75,000 each.

ITEM TWO: DOBYNS-BENNETT TRANSFER

Dobyns-Bennett has requested to transfer $20,000 from their Instructional Supply account, $4,000 from Student Travel, and $417 from Principal Travel to their Non-Instructional Equipment account (total of $24,417). These funds will be used to purchase acoustical panels for the small gym, converting the writing center into a regular classroom, and to replace student desks. It is recommended that the above transfers be approved.

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Robinson Middle School has requested to transfer $2,200 from their Non-Instructional Equipment account, $500 from Student Travel, $2,000 from Principal Travel, and $1,000 from Staff Development to their Instructional Equipment account (total of $5,700). These funds will be used to purchase student and/or teacher computers. It is recommended that the above transfers be approved.

SCHOOL NUTRITION SERVICES FUND

ITEM ONE: FY 14-15 OPERATING REVNUES AND EXPENSES

Preparing the budget for School Nutrition Services for FY 14-15 presented many challenges with the new and ever changing federal regulations. The anticipation was that the new regulations would decrease our participation, especially our a la carte sales. But this was not the case. At his time I am projecting increases in the following revenue and expense accounts:

Estimated Revenues

Federal Reimbursement – Breakfast	$ 30,000
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Other Local Revenue	20,000
Total Increases in Estimated Revenue	$ 210,000

Budgeted Expenditures

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Food Usage	100,000
Other Supplies and Materials	75,000
Total Increase in Budgeted Expenditures	$ 210,000

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ITEM TWO: EQUIPMENT PURCHASES:

There are two equipment purchases that need to be made by School Nutrition Services. It is necessary to amend the FY 14-15 budget, in order to receive and install this equipment prior to the start of school. The two items are:

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2. Dobyns-Bennett 1 Hour Lunch – With the implementation of the 1 hour lunch period at Dobyns-Bennett it will be necessary to purchase various pieces of equipment to make this program successful. Examples of the equipment are; tables, vending machine, 3 kiosk, 2 warmer/cooler boxes, 3 milk boxes, 3 cashier stands, steamer, and ovens. It is estimated that his equipment will cost a total of $100,000.

The current budget has an unexpended appropriation for equipment, in the amount of $30,000. The two items listed above have a total cost of $157,000. The unreserved fund balance for School nutrition Services at June 30, 2014, was $2,145,815. It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Food Service Equipment be increased by $127,000.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of $3,827,459. 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 the new Carl Perkins Incentive grant for $2,500.

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 $26,852. This will make the revised estimated revenue and appropriation amounts $3,854,311.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of $1,240,008. 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 $35,000. There are increases in the Family Resource, Coordinated School Health and the Homeless programs of $9,000 that are local donations and there are increases that total $51,708 in the LEAPS, Homeless, and the Safe Schools grants. There was a decrease in the Lottery After-School grant of $42,500. The 21st Century grant was a grant that was applied for, but not received.

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 decreased by the net amount of $49,792. This will make the revised estimated revenue and appropriation amounts $1,190,216.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 Schools Federal Projects Fund Budget

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

Action Form No.: AF-117-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On May 7, 2015, the Board of Education approved an amendment to the FY 2014-2015 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is $3,827,459, based on estimated amounts. The estimates are being adjusted to actual amounts. There is a net increase for this budget of $26,852. This makes the amended total $3,854,311.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Five
3. Schedule

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 Schools Federal Projects Fund Budget

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

Action Form No.: AF-117-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On May 7, 2015, the Board of Education approved an amendment to the FY 2014-2015 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is $3,827,459, based on estimated amounts. The estimates are being adjusted to actual amounts. There is a net increase for this budget of $26,852. This makes the amended total $3,854,311.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Five
3. Schedule

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2015 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 2015 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	$	$	$
ADMN15 Consolidated Administration	120,886	9,508	130,394
CPG015 Carl Perkins Grant	115,293	2,891	118,184
CPI015 Carl Perkins Incentive Grant	0	2,500	2,500
PS1501 IDEA Pre-School	37,795	8,852	46,647
T11501 Title I	1,804,243	2,958	1,807,201
T21501 Title II – A	314,806	21	314,827
T31501 Title III	9,354	122	9,476
T61501 IDEA Part-B	1,425,082	0	1,425,082
Totals:	**3,827,459**	**26,852**	**3,854,311**
Expenditures:	$	$	$
Instruction	2,409,828	10,800	2,420,628
Support Services	1,265,891	6,728	1,272,619
Other Charges (Fund Transfers)	151,740	9,324	161,064
Totals:	**3,827,459**	**26,852**	**3,854,311**

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.

DENNIS PHILLIPS, 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 7, 2015

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2014-2015
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 2015 this savings totals approximately $150,000. It is recommended that the estimated revenue General Fund Transfers for Debt Service be reduced by $150,000. It is further recommended that the appropriations for Debt – Principal and Debt - Interest be reduced by $75,000 each.

ITEM TWO: DOBYNS-BENNETT TRANSFER

Dobyns-Bennett has requested to transfer $20,000 from their Instructional Supply account, $4,000 from Student Travel, and $417 from Principal Travel to their Non-Instructional Equipment account (total of $24,417). These funds will be used to purchase acoustical panels for the small gym, converting the writing center into a regular classroom, and to replace student desks. It is recommended that the above transfers be approved.

ITEM THREE: ROBINSON TRANSFER

Robinson Middle School has requested to transfer $2,200 from their Non-Instructional Equipment account, $500 from Student Travel, $2,000 from Principal Travel, and $1,000 from Staff Development to their Instructional Equipment account (total of $5,700). These funds will be used to purchase student and/or teacher computers. It is recommended that the above transfers be approved.

SCHOOL NUTRITION SERVICES FUND

ITEM ONE: FY 14-15 OPERATING REVNUES AND EXPENSES

Preparing the budget for School Nutrition Services for FY 14-15 presented many challenges with the new and ever changing federal regulations. The anticipation was that the new regulations would decrease our participation, especially our a la carte sales. But this was not the case. At his time I am projecting increases in the following revenue and expense accounts:

Estimated Revenues

Federal Reimbursement – Breakfast	$ 30,000
Student Lunch Payments	15,000
A La Carte Lunch Sales	145,000
Other Local Revenue	20,000
Total Increases in Estimated Revenue	$ 210,000

Budgeted Expenditures

Retirement	$ 5,000
Medical Insurance	30,000
Food Usage	100,000
Other Supplies and Materials	75,000
Total Increase in Budgeted Expenditures	$ 210,000

It is recommended that the estimated revenues and appropriations for the accounts listed above be increased by $210,000. This will increase the SNS budget from $3,195,900 to $3,405,900.

ITEM TWO: EQUIPMENT PURCHASES:

There are two equipment purchases that need to be made by School Nutrition Services. It is necessary to amend the FY 14-15 budget, in order to receive and install this equipment prior to the start of school. The two items are:

1. Computer and printer replacement – Most of the computers that are used by SNS are 5-6 years old and are in need of being replaced. There are 26 computers in the cafeterias, 11 manager/assistant manager computers, and 4 computers at the administrative support center. In addition there are 8 printers, 26 touch screen monitors, and 26 pin pads that need to be replaced. The total cost will be $57,000.
2. Dobyns-Bennett 1 Hour Lunch – With the implementation of the 1 hour lunch period at Dobyns-Bennett it will be necessary to purchase various pieces of equipment to make this program successful. Examples of the equipment are; tables, vending machine, 3 kiosk, 2 warmer/cooler boxes, 3 milk boxes, 3 cashier stands, steamer, and ovens. It is estimated that his equipment will cost a total of $100,000.

The current budget has an unexpended appropriation for equipment, in the amount of $30,000. The two items listed above have a total cost of $157,000. The unreserved fund balance for School nutrition Services at June 30, 2014, was $2,145,815. It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Food Service Equipment be increased by $127,000.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of $3,827,459. 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 the new Carl Perkins Incentive grant for $2,500.

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 $26,852. This will make the revised estimated revenue and appropriation amounts $3,854,311.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of $1,240,008. 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 $35,000. There are increases in the Family Resource, Coordinated School Health and the Homeless programs of $9,000 that are local donations and there are increases that total $51,708 in the LEAPS, Homeless, and the Safe Schools grants. There was a decrease in the Lottery After-School grant of $42,500. The 21st Century grant was a grant that was applied for, but not received.

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 decreased by the net amount of $49,792. This will make the revised estimated revenue and appropriation amounts $1,190,216.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2014-2015

PROGRAM	AMOUNT
Title I, Part A: Improving Academic Achievement/Disadvantaged	$ 1,804,243
Consolidated Administration	$ 120,886
Title II, Part A: Teacher and Principal Training and Recruiting	314,806
Title III, Part A: English Language Acquisition	9,354
IDEA, Part-B: Special Education	1,425,082
IDEA, Pre-School: Special Education	37,795
Carl Perkins: Vocational	115,293
Total Federal Projects	$ 3,827,459

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2014-2015

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	$ 1,804,243	$ 2,958		$ 1,807,201
Title II, Part A: Teacher and Principal Training and Recruiting	314,806	21		314,827
Title III, Part A: English Language Acquisition	9,354	122		9,476
Consolidated Administration	120,886	9,508		130,394
IDEA, Part-B: Special Education	1,425,082			1,425,082
IDEA, Pre-School: Special Education	37,795	8,852		46,647
Carl Perkins: Vocational	115,293	2,891		118,184
Carl Perkins Incentive Grant: Vocational	0	2,500		2,500
Total Federal Projects	$ 3,827,459	$ 26,852	$ -	$ 3,854,311

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 School Special Projects Fund Budget

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

Action Form No.: AF-118-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On May 7, 2015, the Board of Education approved an amendment to the FY 2014-2015 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 $1,240,008 based on estimated amounts. There have been one new project added, one grant deleted, and the estimates are being adjusted to actual amounts. There is a net decrease for this budget of $49,792. This makes the amended total $1,190,216.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Five
3. Schedule

Funding source appropriate and funds are available: JS

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2015 School Special Projects Fund Budget

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

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Work Session: May 18, 2015
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McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2015 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 2015 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	$	$	$
CSH015 Coordinated School Health	100,000	4,000	104,000
FRC015 Family Resource Center	29,612	2,500	32,112
HAG015 Homeless Assistance	37,000	16,500	53,500
KTIP15 Kingsport Truancy Intervention	53,720	0	53,720
LP5015 LEAPS After-School Program S-W	292,500	(42,500)	250,000
21st Century Grant	110,000	(110,000)	0
PK5115 Pre-K Expansion Grant System-Wide	491,322	0	491,322
SSA015 Safe Schools Act	26,400	3,290	29,690
S31501 Safe & Supportive Schools	36,016	41,418	77,434
STEM15 Summer STEM Camp	0	35,000	35,000
Transfer from General School Fund	63,438	0	63,438
Totals:	**1,240,008**	**(49,792)**	**1,190,216**
Expenditures:	$	$	$
Instruction	0		0
Support Services	299,786	149,108	448,894
Non-Instructional Services	893,822	(152,500)	741,322
Capital Outlay	46,400	(46,400)	0
Other	0		0
Totals:	**1,240,008**	**(49,792)**	**1,190,216**

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.

_____
DENNIS PHILLIPS, 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 7, 2015

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2014-2015
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 2015 this savings totals approximately $150,000. It is recommended that the estimated revenue General Fund Transfers for Debt Service be reduced by $150,000. It is further recommended that the appropriations for Debt – Principal and Debt - Interest be reduced by $75,000 each.

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SCHOOL NUTRITION SERVICES FUND

ITEM ONE: FY 14-15 OPERATING REVNUES AND EXPENSES

Preparing the budget for School Nutrition Services for FY 14-15 presented many challenges with the new and ever changing federal regulations. The anticipation was that the new regulations would decrease our participation, especially our a la carte sales. But this was not the case. At his time I am projecting increases in the following revenue and expense accounts:

Estimated Revenues

Federal Reimbursement – Breakfast	$ 30,000
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Other Local Revenue	20,000
Total Increases in Estimated Revenue	$ 210,000

Budgeted Expenditures

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Food Usage	100,000
Other Supplies and Materials	75,000
Total Increase in Budgeted Expenditures	$ 210,000

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FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of $3,827,459. 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 the new Carl Perkins Incentive grant for $2,500.

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 $26,852. This will make the revised estimated revenue and appropriation amounts $3,854,311.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of $1,240,008. 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 $35,000. There are increases in the Family Resource, Coordinated School Health and the Homeless programs of $9,000 that are local donations and there are increases that total $51,708 in the LEAPS, Homeless, and the Safe Schools grants. There was a decrease in the Lottery After-School grant of $42,500. The 21st Century grant was a grant that was applied for, but not received.

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 decreased by the net amount of $49,792. This will make the revised estimated revenue and appropriation amounts $1,190,216.

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2014-2015

PROGRAM	AMOUNT
Coordinated School Health	$ 123,050
Family Resource Center	50,000
Homeless Education Program	37,000
Lottery - After-School Care Grant	292,500
21st Centruy Grant	110,000
State - Pre-School Grant	491,322
Safe Schools Act Grant	46,400
Safe and Supportive Schools Grant	36,016
Truancy Intervention Grant	53,720
Total School Special Projects	$ 1,240,008

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2014-2015

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health FY 15	$ 123,050	$ 4,000		$ 127,050
Family Resource Center FY 15	50,000	2,500		52,500
Homeless Education Program FY 15	37,000	16,500		53,500
Lottery - After-School Care Grant FY 15	292,500		42,500	250,000
21st Century Grant FY 15	110,000		110,000	0
State - Pre-School Grant FY 15	491,322			491,322
Safe Schools Act Grant FY 15	46,400	3,290		49,690
Safe and Supportive Schools Grant FY 15	36,016	41,418		77,434
Summer STEM Camp FY 15	0	35,000		35,000
Truancy Intervention Grant FY 15	53,720			53,720
Total School Special Projects	$ 1,240,008	$ 102,708	$ 152,500	$ 1,190,216

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the Sewer Project Fund Budgets by Reallocating from Other Sewer Projects

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

Action Form No.: AF-113-2015
Work Session: May 18, 2015
First Reading: May 19, 2105

Final Adoption: June 2, 2015
Staff Work By: C. Austin/J. Smith
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Funding has been identified and allocated to various projects in the Sewer Fund. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. This reallocation will fund new projects and combine various project accounts for better project cost tracking.

Funding will be reallocated from SW1100 – Reedy Creek Basin Upgrades to SW1400 – Reedy Creek Trunk Sewer; SW1003 – Gibson Mill S/L Upgrade, SW1203 – Misc Sewerline Ext/Annex, and SW1303 – Stone Dr Rehab to SW1401 – Misc Sewerline Rehab; and SW1301 – North Kpt Annexation, SW1301 – Westfield Annex Ext, and SW1306 – Hidden Acres/Peppertree to SW1511 – Colonial Heights Ph 4 Sewer and SW1512 - Colonial Heights Ph 5 Sewer.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: JS

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the Sewer Project Fund Budgets by Reallocating from Other Sewer Projects

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

Action Form No.: AF-113-2015
Work Session: May 18, 2015
First Reading: May 19, 2105

Final Adoption: June 2, 2105
Staff Work By: C. Austin/J. Smith
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Funding has been identified and allocated to various projects in the Sewer Fund. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. This reallocation will fund new projects and combine various project accounts for better project cost tracking.

Funding will be reallocated from SW1100 – Reedy Creek Basin Upgrades to SW1400 – Reedy Creek Trunk Sewer; SW1003 – Gibson Mill S/L Upgrade, SW1203 – Misc Sewerline Ext/Annex, and SW1303 – Stone Dr Rehab to SW1401 – Misc Sewerline Rehab; and SW1301 – North Kpt Annexation, SW1301 – Westfield Annex Ext, and SW1306 – Hidden Acres/Peppertree to SW1511 – Colonial Heights Ph 4 Sewer and SW1512 - Colonial Heights Ph 5 Sewer.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE VARIOUS PROJECTS PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budgets be amended by transferring funds from the Reedy Creek Basin & Upgrades project (SW1100) in the amount of $154,086 to the Reedy Creek Trunk Line Sewer project (GP1400); by transferring funds from the Gibson Mill Road Sewer Line Upgrade project (SW1003) in the amount of $176,200, from the Miscellaneous Sewer Line Ext/Annex project (SW1203) in the amount of $360,337, from the North Kingsport Annexation project (SW1301) in the amount of $176,686, from the Westfield Annexation Extension (SW1302) in the amount of $61,032, from the Stone Drive Rehab project (SW1303) in the amount of $35,417 and from the Hidden Acres/Peppertree project (SW1306) in the amount of $546,531 to the Miscellaneous Sewer Line Rehab project (SW1401) in the amount of $571,954, to the Colonial Heights Phase 4 Sewer project (SW1511) in the amount of $484,249 and to the Colonial Heights Phase 5 Sewer project (SW1512) in the amount of $300,000.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 452: Sewer Fund			
Reedy Creek Basin & Upgrades (SW1100)			
Revenues:	$	$	$
452-0000-391-4200 From Sewer Fund	504,000	(154,086)	349,914
Totals:	**504,000**	**(154,086)**	**349,914**
Expenditures:			
452-0000-606-2022 Construction Contracts	277,693	(171,690)	106,003
452-0000-606-2023 Arch/Eng/Landscaping	223,307	(2,917)	220,390
452-0000-606-9001 Land	3,000	20,521	23,521
Totals:	**504,000**	**(154,086)**	**349,914**
Fund 452: Sewer Project Fund			
Reedy Creek Trunk Sewer (SW1400)			
Revenues:	$	$	$
452-0000-391-0529 Series 2013 B GO Pub Imp	4,100,000	0	4,100,000
452-0000-391-4200 From Sewer Fund	196,000	154,086	350,086
Totals:	**4,296,000**	**154,086**	**4,450,086**
Expenditures:			
452-0000-606-2023 Arch/Eng/Landscaping	446,000	154,086	600,086
452-0000-606-9001 Land	100,000	0	100,000
452-0000-606-9003 Improvements	3,750,000	0	3,750,000
Totals:	**4,296,000**	**154,086**	**4,450,086**
Fund 452: Sewer Project Fund			
Gibson Mill Road S/L UPG (SW1003)			
Revenues:	$	$	$
452-0000-391-0519 2005 WA & SW RT	126,384	0	126,384
452-0000-391-4200 From Sewer Fund	595,312	(176,200)	419,112
Totals:	**721,696**	**(176,200)**	**545,496**

Expenditures:				
452-0000-606-2022	Construction Contracts	682,719	(169,382)	513,337
452-0000-606-2023	Arch/Eng/Landscaping	38,977	(6,818)	32,159
	Totals:	**721,696**	**(176,200)**	**545,496**
Fund 452: Sewer Project Fund				
Misc Sewer Line Ext/Annex (SW1203)				
Revenues:		$	$	$
452-0000-391-4200	From Sewer Fund	372,300	(360,337)	11,963
	Totals:	**372,300**	**(360,337)**	**11,963**
Expenditures:				
452-0000-606-2097	State Reviews & Permits	2,000	(925)	1,075
452-0000-606-9001	Land	50,000	(39,112)	10,888
452-0000-606-9003	Improvements	320,300	(320,300)	0
	Totals:	**372,300**	**(360,337)**	**11,963**
Fund 452: Sewer Project Fund				
North Kingsport Annexation (SW1301)				
Revenues:		$	$	$
452-0000-391-4200	From Sewer Fund	445,000	(176,686)	268,314
	Totals:	**445,000**	**(176,686)**	**268,314**
Expenditures:				
452-0000-606-2023	Arch/Eng/Landscaping	45,000	(12,423)	32,577
452-0000-606-9003	Improvements	400,000	(164,263)	235,737
	Totals:	**445,000**	**(176,686)**	**268,314**
Fund 452: Sewer Project Fund				
Westfield Annex Ext. (SW1302)				
Revenues:		$	$	$
452-0000-391-0525	Series 2009D (BABS) GO	1,070,000	(61,032)	1,008,968
	Totals:	**1,070,000**	**(61,032)**	**1,008,968**
Expenditures:				
452-0000-606-2023	Arch/Eng/Landscaping	130,795	(7,488)	123,307
452-0000-606-9001	Land	5,600	(698)	4,902
452-0000-606-9003	Improvements	933,605	(52,846)	880,759
	Totals:	**1,070,000**	**(61,032)**	**1,008,968**
Fund 452: Sewer Project Fund				
Stone Dr. Rehab (SW1303)				
Revenues:		$	$	$
452-0000-391-0525	Series 2009D (BABS) GO	350,000	0	350,000
452-0000-391-4200	From Sewer Fund	119,000	(35,417)	83,583
	Totals:	**469,000**	**(35,417)**	**433,583**
Expenditures:				
452-0000-606-2023	Arch/Eng/Landscaping	57,600	(3,803)	53,797
452-0000-606-9003	Improvements	411,400	(31,614)	379,786

	Totals:	**469,000**	**(35,417)**	**433,583**
Fund 452: Sewer Project Fund				
Hidden Acres/Peppertree (SW1306)				
Revenues:		**$**	**$**	**$**
452-0000-391-0525	Series 2009D (BABS) GO	150,000	0	150,000
452-0000-391-0526	Series 2011 GO Bonds	100,000	0	100,000
452-0000-391-0527	Series 2012C GO Pub Imp	1,700,000	0	1,700,000
452-0000-391-0529	Series 2013 B GO	1,900,000	(496,531)	1,403,469
452-0000-391-4200	From Sewer Fund	50,000	(50,000)	0
	Totals:	**3,900,000**	**(546,531)**	**3,353,469**
Expenditures:				
452-0000-606-2023	Arch/Eng/Landscaping	510,900	(79,921)	430,979
452-0000-606-9001	Land	10,000	(7,194)	2,806
452-0000-606-9003	Improvements	3,379,100	(459,416)	2,919,684
	Totals:	**3,900,000**	**(546,531)**	**3,353,469**
Fund 452: Sewer Project Fund				
Misc. Sewer Line Rehab (SW1401)				
Revenues:		**$**	**$**	**$**
452-0000-391-0529	Series 2013 B GO	300,000	496,531	796,531
452-0000-391-0531	2014 B GO	600,000	0	600,000
452-0000-391-4200	From Sewer Fund	181,000	75,423	256,423
	Totals:	**1,081,000**	**571,954**	**1,652,954**
Expenditures:				
452-0000-606-2023	Arch/Eng/Landscaping	70,000	90,000	160,000
452-0000-606-9001	Land	30,000	30,000	60,000
452-0000-606-9003	Improvements	981,000	451,954	1,432,954
	Totals:	**1,081,000**	**571,954**	**1,652,954**
Fund 452: Sewer Project Fund				
Colonial Heights Phase 4 Sewer (SW1511)				
Revenues:		**$**	**$**	**$**
452-0000-391-0525	Series 2009D (BABS) GO	0	61,032	61,032
452-0000-391-4200	From Sewer Fund	0	423,217	423,217
	Totals:	**0**	**484,249**	**484,249**
Expenditures:				
452-0000-606-2023	Arch/Eng/Landscaping	0	200,000	200,000
452-0000-606-9001	Land	0	100,000	100,000
452-0000-606-9003	Improvements	0	184,249	184,249
	Totals:	**0**	**484,249**	**484,249**
Fund 452: Sewer Project Fund				
Colonial Heights Phase 5 Sewer (SW1512)				
Revenues:		**$**	**$**	**$**
452-0000-391-4200	From Sewer Fund	0	300,000	300,000
	Totals:	**0**	**300,000**	**300,000**
Expenditures:				
452-0000-606-2023	Arch/Eng/Landscaping	0	200,000	200,000
452-0000-606-9001	Land	0	100,000	100,000
	Totals:	**0**	**300,000**	**300,000**

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.

_____
DENNIS R. PHILLIPS, 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: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Budget Ordinance to Appropriate Additional Funds to GP0608 for Greenbelt Section 3

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

Action Form No.: AF-119-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: B. Albright / M. Thompson
Presentation By: Ryan McReynolds

Recommendation:
Approve the budget ordinance.

Executive Summary:
In March 2015 bids were opened for the Greenbelt Section 3 construction project (behind and west of Riverfront Seafood). City staff received concurrence from TDOT to award the contract to the low bidder on May 11th, 2015. To fully fund this project to cover contingency and testing and closeout costs it is requested the following funding transfer be made:

FROM: GP0102 – Fordtown Road
Account # 311-0000-601.20-22
Amount: $10,000

TO: GP0608 – Greenbelt Development
Account # 311-0000-601.20-22
Amount: $10,000

Project Data: TDOT Agreement #: 050183; TDOT PIN: 30629.01; Federal Project #: STP-EN-8200(24); State Project #: 82956-3664-94.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Budget Ordinance to Appropriate Additional Funds to GP0608 for Greenbelt Section 3

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

Action Form No.: AF-119-2015
Work Session: May 18, 2015
First Reading: May 19, 2015

Final Adoption: June 2, 2015
Staff Work By: B. Albright / M. Thompson
Presentation By: Ryan McReynolds

Recommendation:
Approve the budget ordinance.

Executive Summary:
In March 2015 bids were opened for the Greenbelt Section 3 construction project (behind and west of Riverfront Seafood). City staff received concurrence from TDOT to award the contract to the low bidder on May 11th, 2015. To fully fund this project to cover contingency and testing and closeout costs it is requested the following funding transfer be made:

FROM: GP0102 – Fordtown Road
Account # 311-0000-601.20-22
Amount: $10,000

TO: GP0608 – Greenbelt Development
Account # 311-0000-601.20-22
Amount: $10,000

Project Data: TDOT Agreement #: 050183; TDOT PIN: 30629.01; Federal Project #: STP-EN-8200(24); State Project #: 82956-3664-94.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE GREENBELT DEVELOPMENT PROJECT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring funds from the Fordtown Road Improvements project (GP0102) to the Greenbelt Development project (GP0608) in the amount of $10,000 for the construction of the Greenbelt section 3.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 311: General Project Fund				
Fordtown Rd Improvements (GP0102)				
Revenues:		$	$	$
311-0000-368-1031	GO Pub Imp Series 2007	800,000	0	800,000
311-0000-368-1035	Series 2009A GO Pub Imp	100,000	0	100,000
311-0000-368-1037	Series 2009D (BABS)GO	730,000	0	730,000
311-0000-391-0100	From General Fund	14,400	(10,000)	4,400
311-0000-391-0513	GO Refunding 2004 Princ	50,000	0	50,000
311-0000-391-1100	State Street Aid Fund	8,300	0	8,300
	Totals:	**1,702,700**	**(10,000)**	**1,692,700**
Expenditures:				
311-0000-601-2022	Construction Contracts	1,659,447	0	1,659,447
311-0000-601-2023	Arch/Eng/Landscaping	1,114	0	1,114
311-0000-601-9001	Land	42,139	(10,000)	32,139
	Totals:	**1,702,700**	**(10,000)**	**1,692,700**
Fund 311: General Project Fund				
Greenbelt Development (GP0608)				
Revenues:		$	$	$
311-0000-337-4300	Fed thru State ISTEA Grant	54,908	0	54,908
311-0000-337-5100	Fed thru State TEA 21/TDOT	424,000	0	424,000
311-0000-391-0100	From General Fund	161,173	10,000	171,173
	Totals:	**640,081**	**10,000**	**650,081**
Expenditures:				
311-0000-601-2022	Construction Contracts	570,581	10,000	580,581
311-0000-601-2023	Arch/Eng/Landscaping	69,500	0	69,500
	Totals:	**640,081**	**10,000**	**650,081**

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.

_____
DENNIS R. PHILLIPS, 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: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Compact Track Excavator to Premier Equipment, LLC

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

Action Form No.: AF-137-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Committee
Presentation By: C. McCartt, R. McReynolds & S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 5, 2015 for the purchase of one Compact Track Excavator for use by the Stormwater Maintenance Group. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 19, 2015 and placed on our website for 17 calendar days. It is the recommendation of the committee to accept the apparent low compliant bid from Premier Equipment, LLC for one Kubota KX080-4 as follows:

$102,909.65	Unit Cost
$3,800.00	Extended Warranty
$106,709.65	Total Cost

This unit is a Fleet addition.

Funding is identified in Project/Account # ST1401 45700006229004

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/ photo

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE COMPACT TRACK EXCAVATOR TO PREMIER EQUIPMENT, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 5, 2015, for the purchase of one compact track excavator for use by stormwater maintenance; and

WHEREAS, upon review of the bids, the board finds Premier Equipment, LLC 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 one (1) Kubota KX080-4 compact track excavator from Premier Equipment, at a unit cost of $102,909.65; and

WHEREAS, it is also recommended to purchase the extended warranty for the excavator, at a cost of $3,800.00, for a total cost of $106,709.65; and

WHEREAS, funding is identified in Project/Account # ST1401 45700006229004.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Kubota KX080-4 compact track excavator, and the extended warranty, for a total cost of $106,709.65, is awarded to Premier Equipment, LLC., 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 public.

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

ADOPTED this the 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 5, 2015
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Greg Willis, Streets and Sanitation Dept.

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

The Procurement Manager opened with the following bids:

COMPACT TRACK EXCAVATOR				
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model/Comments:
ASC Construction Equipment	1	$120,944.00	120 Days	Volvo ECR88D
Premier Equipment	1	$102,909.65	90 Days	Kubota KX080-4
Bobcat of the Mountain Empire	1	$135,729.00	120 Days	Bobcat E85 w/ HB2380 Braker
Power Equipment Co.	1	$136,925.00	30 Days	Komatsu PC88MR-10
Meade Tractor/Equipment	1	$141,000.00	20 Days	2015 John Deere 85G
Stowers Machinery	1	$145,000.00	45 Days	Caterpillar 308E2CRSB 3 Yr./2000 Service Agreement is $3,000.00

The following Vendors were notified of this bid and bid documents were posted on our website:

Municipal Equipment, Inc.
Worldwide Equipment, Inc.
Premier Equipment, LLC
MHC Kenworth
Dickson County Equipment, Co.
Nortrax
Contractor's Machinery
CMI Equipment
Richmond Machinery
Mid-State Equipment
Bobcat of the Mountain Empire
Cavalier Equipment
ASC
Stringfellow, Inc.
Smokey Mountain Freightliner, Inc.
Goodpasture Motor Co., Inc.
Lodal-South, Inc.
Stowers Machinery
Power Equipment
West Hills Tractor
Finley
Furrow Justice
Public Works Equipment
Performance Peterbuilt of Bristol
Carolina Industrial Equipment

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

FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager

From: Steve Hightower, Fleet Manager

Date: May 19, 2015

Re: Public Works Department Track Excavator Purchase Recommendation

The Public Work Department Track Excavator Committee has reviewed the bid documents for the purchase of the Stormwater Maintenance Groups track excavator. The recommendation is to purchase the low compliant bid of the following vendor.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Kubota KX080-4	Premier Equipment	2.7 GPH

Low Compliant Bidder

The bid offerings were reviewed by a committee comprised of Ronnie Hammonds, Steve Robbins and Greg Willis, who are offering this recommendation. This unit is an addition to the fleet and is not a fleet replacement.

Fuel Economy Improvement 0%

No fuel economy improvements noted because this is an addition to the fleet.

Origin and Dealership

1. New Unit(s) Origin of Manufacture:
    a. Track Excavator – Osaka, Japan
    b. 9 % Domestic/ 91 % Foreign Materials
2. New Unit(s) Purchase Dealer:
    a. Track Excavator – Premier Equipment Company – Kingsport, TN

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

MEMORANDUM
May 18, 2015

TO: Steve Hightower, Fleet Manager
FROM: Ronnie Hammonds, Streets and Sanitation Manager
SUBJECT: Recommendation of Award of Bid for Mini-Excavator

The Mini-Excavator equipment committee (Ronnie Hammonds, Steve Robbins, Greg Willis) met and reviewed the bids for the Mini-Excavator. It is the recommendation of the committee that the bid be awarded to the apparent low bidder, Premier Equipment, for the purchase of the Kubota Mini-Excavator.

Thank you for your help in this matter.

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



Picture for demonstration purposes only and is not the exact product being purchased.

M E M O R A N D U M

May 20, 2015

TO: Steve Hightower, Fleet Manager

FROM: Ronnie Hammonds, Streets and Sanitation Manager

SUBJECT: Recommendation of Award of Bid for Mini-Excavator\

The Mini-Excavator equipment committee (Ronnie Hammonds, Steve Robbins, Greg Willis) met and reviewed the bids for the Mini-Excavator. It is the recommendation of the committee that the bid be awarded to the apparent low bidder, Premier Equipment, for the purchase of the Kubota Mini-Excavator. The 3 year warranty for $3,800 should be included in the bid price, which would bring the total bid to $106,709.65.

I apologize that I forgot to include the 3 year warranty in the previous memorandum.

Thank you for your help in this matter. If you have any questions please contact me at your convenience.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

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

Action Form No.: AF-138-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Committee
Presentation By: R. McReynolds, C. McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on April 29, 2015 for the purchase of asphalt for use by all City Departments for FY16 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to W-L Construction and Paving Co., Inc., Pavewell Paving Co., Inc. and Summers-Taylor, Inc. at an estimated annual cost of $700,000 subject to increase or decrease based upon the monthly Tennessee Department of Transportation Asphalt Cement Index as follows:

W-L Construction & Paving	Pavewell Paving	Summers-Taylor
411-E: $59.25 per ton	411-E: $62.50	411-E: $63.25
307-C: $56.00 per ton	307-C: $58.50	307-C: $59.00
307-B: $49.62 per ton	307-B: $54.00	307-B: $57.50
411-D: $68.75 per ton	411-D: $74.50	411-D: $69.50

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

Funding is identified in various department accounts.

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

Funding source appropriate and funds are available: JR

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING 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 April 29, 2015, 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 29, 2015
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	$63.25	$62.50	$59.25
Asphalt Binder, Plant Mix (307-C) Per Ton	$59.00	$58.50	$56.00
Asphalt Binder, Plant Mix (307-B) Per Ton	$57.50	$54.00	$49.62
Asphalt Surface, Plant Mix (411-D) Per Ton	$69.50	$74.50	$68.75
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.

M E M O R A N D U M

May 19, 2015

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.

KINGSPORT
TENNESSEE

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-139-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Committee
Presentation By: R. McReynolds, C. McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on April 29, 2015 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY16. 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:

	Vulcan *	Aggregates USA**
Crusher Run Stone:	$13.00 per ton	$14.00 per ton
Stone, TN Hwy # 68:	$15.25 per ton	$ No Bid
Stone, TN Hwy # 57:	$15.25 per ton	$18.20 per ton
Stone, TN Hwy # 8:	$15.25 per ton	$18.20 per ton
Stone, TN Hwy # 10:	$15.25 per ton	$18.20 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: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING 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 April 29, 2015, 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, includes a renewal option clause in one year increments, up to three additional years, if costs are acceptable to both parties; 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 $15.25 per ton, Stone-TN Hwy # 57 at the cost of $15.25 per ton, Stone-TN Hwy # 8 at the cost of $15.25 per ton, and Stone-TN Hwy # 10 at the cost of $15.25 per ton, with the cost per mile for delivery $3.25 per ton for Kingsport and $4.00 per ton for Church Hill 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 $18.20 per ton, Stone-TN Hwy # 8 at the cost of $18.20 per ton, and Stone-TN Hwy # 10 at the cost of $18.20 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 29, 2015
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 Crusher Run Stone City of Church Hill	$14.00 $14.00	$13.00 $13.00
Stone, TN Hwy. #68 City of Kingsport Stone, TN Hwy. #68 City of Church Hill	N/A N/A	$15.25 $15.25
Stone, TN Hwy. #57 City of Kingsport Stone, TN Hwy. #57 City of Church Hill	$18.20 $18.20	$15.25 $15.25
Stone, TN Hwy. #8 City of Kingsport Stone, TN Hwy. #8 City of Church Hill	$18.20 $18.20	$15.25 $15.25
Stone, TN Hwy. #10 City of Kingsport Stone, TN Hwy. #10 City of Church Hill	$18.20 $18.20	$15.25 $15.25
FOB Point Located at:	Tri-Cities Airport Quarry	400 Deneen Ln., Kingsport, TN
Cost Per Mile For Delivery City of Kingsport Cost Per Mile For Delivery City of Church Hill	$3.00/Ton – First Mile – Plus $.30/Ton – Each additional Mile.	$3.25 Minimum $4.00 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 19, 2015

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.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Renewing the Bid Awards for the Purchase of Unleaded Gasoline and Diesel Fuel for Use by All City Departments and Schools to James River Solutions

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

Action Form No.: AF-140-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Committee
Presentation By: C. McCartt, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 21, 2014 for the purchase of unleaded gasoline & diesel fuel for use by all City Departments and Schools. The committee recommends renewing the award for the fuel bids for FY16 to the apparent low bidder James River Solutions.

Pricing for gasoline will remain unchanged @ $.0125 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery. Pricing for diesel fuel is proposed to increase from $.0362 per gallon mark-up margin to $.041 per gallon mark-up margin. The committee believes this minor increase for diesel fuel is fair & reasonable when compared to other prices fuel vendors offered as referenced on the diesel fuel bid opening minutes attached.

Wholesale rack fuel prices for Knoxville are confirmed by the City through the State of Tennessee Department of General Services website @ http://tn.gov/generalserv/cpo/FuelPrices.shtml

The bid documents contained renewal option clauses which enable the City to award the purchases 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 department accounts.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo
4. Letter

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AGREEMENT FOR PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2016 TO JAMES RIVER SOLUTIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on June 17, 2014, the board awarded the bid for the unleaded gasoline and diesel fuel on an as needed basis for use by all city departments and schools to James River Solutions; and

WHEREAS, the bid documents included an option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of services are acceptable to the city; and

WHEREAS, the city would like to renew the contract for fiscal year 2016, with no change to the cost of unleaded gasoline on an as needed basis for use by all city departments and schools at $.0125 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee the day of delivery; and

WHEREAS, the city would like to renew the contract for fiscal year 2016, with a slight increase to the cost of diesel gasoline on an as needed basis for use by all city departments and schools at $.041 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee the day of delivery

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 agreement for purchase of unleaded gasoline on an as needed basis for use by all city departments and schools at a $.0125 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee with James River Solutions is renewed and the city manager is authorized to execute purchase orders for same.

SECTION II. That the agreement for purchase of diesel fuel on an as needed basis for use by all city departments and schools at a $.041 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee with James River Solutions is renewed and the city manager is authorized to execute purchase orders for same

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

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

ADOPTED this the 2nd day of June, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 21, 2014
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:
James River Solutions	$0.0125
Tri Star Energy,LLC	$.0396
Petroleum Traders Corp.	$.0247
Rogers Petroleum, Inc.	$.0500
Pioneer Petroleum Co.	$.0335
RKA Petroleum Co.	$.0678
Addington Oil Corp.	$.0731
Sun Coast Resources	$.0900

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

MINUTES
BID OPENING
May 21, 2014
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 & B5 BIODIESEL		
Vendor:	Ultra Low Sulfur Diesel:	B5 Biodiesel:
James River Solutions	$0.0362	$0.05
Addington Oil Corp.	$.0814	No Bid
Petroleum Traders Corp.	$.0413	$.0818
Rogers Petroleum	$.0550	$.0600
Tri Star Energy	$.0434	$.0481
RKA Petroleum	$.0788	$.0810
Atlas Oil Co.	$.089	$.089
Sun Coast Resources	$.0900	$.0900
Pioneer Petroleum	$.0625	No Bid

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: April 20, 2015

Re: Annual Diesel and Gasoline Fuel Purchase Recommendation

This will confirm my agreement with the FY15-16 pricing offering of James River and my recommendation to purchase Kingsport's gasoline and diesel from them for the upcoming fiscal year.

I have discussed James River's performance as a fuel supplier 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.

James River
SOLUTIONS

April 23, 2014

City of Kingsport

Dear Brent,

James River Petroleum is pleased to offer an extension to your current contract with us based on the following margins:

Gas: $.0125

Diesel: $0.041

This extension will be for the time period of July 1, 2015 through June 30, 2016.

Thanks,

Tracy Little
James River Petroleum
804-358-9000
804-399-8900 (cell)
804-359-6307 (fax)

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter into an Agreement with Supplyworks for the Purchase of Various Janitorial Items and Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-141-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Committee
Presentation By: C. McCartt, S. Crawford

Recommendation:
Approve the Resolution.

Executive Summary:
Following a thorough evaluation of City and Schools janitorial needs, the Janitorial Services Committee is recommending to enter into an agreement with Supplyworks to make them our primary custodial supplies & equipment vendor. Additional information regarding this recommendation is contained in the attached recommendation memo. The estimated annual cost for janitorial items is not anticipated to exceed $130,000.00.

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. Supply Works Pricing Information & Agreement
3. Recommendation Memo

Funding source appropriate and funds are available: JS

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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, the city would like to enter into an agreement for various janitorial supplies for city and school; and

WHEREAS, the estimated annual cost for janitorial supplies would be in an amount not to exceed $130,000.00; 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 an agreement with Supplyworks for various janitorial supplies, in an amount not to exceed $130,000.00 for schools and city departments, 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 Supplyworks 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 settlement agreement set out as follows:

Membership Agreement

Supplyworks In-Site ™ for Ed is a proprietary program that addresses schools and other public building types with focus on enhancing building health/safety and staff productivity while reducing total operational costs. Members commit to making Supplyworks their primary custodial supplies & equipment source.

This commitment provides access and permission to all Supplyworks n-Site ™ Program Management Solutions & Training Materials. Any member may withdraw from this agreement at any time. Such member shall return all Program Management Solutions & Training Materials

[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 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 city manager is authorized to execute purchase orders to Supplyworks for various janitorial supplies, in an amount not to exceed $130,000.00 for schools and city departments.

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

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

ADOPTED this the 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

SupplyWorks IN-SITE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

PRICE QUOTE

April 17, 2015

City of Kingsport
225 West Center Street
Kingsport, TN 37660

U.S. COMMUNITIES CONTRACT 12-22

ITEM	DESCRIPTION	PRICE
	LINERS	
REN64506-CA	RENOWN CAN LINER 40X46 1 MIL BLACK 20/RL 5/CS	$13.29
REPCRX46W	RENOWN CAN LINER 40X46 XHEAVY 25/RL 4/CS	$12.49
REN11500-CA	RENOWN CAN LINER 24X33 6 MIC NATURAL 50/RL 20/CS	$16.70
	PAPER PRODUCTS	
REN06122-WB	RENOWN HIGH CAPACITY CONTROLLED TISSUE 2,000 SHEET 12/CS	$26.70
REN06182-WB	RENOWN CONTROLLED ROLL TOWEL NATURAL 1,000'/RL 6/CS	$36.25
REN06183-WB	RENOWN CONTROLLED ROLL TOWEL WHITE 1,000'/RL 6/CS	$42.05

Supplyworks IN-SITE

Membership Agreement

Supplyworks In-Site™ for Ed is a proprietary program that addresses schools and other public building types with focus on enhancing building health/safety and staff productivity while reducing total operational costs. Members commit to making Supplyworks their primary custodial supplies & equipment source.

This commitment provides access and permission to all Supplyworks n-Site™ Program Management Solutions & Training Materials. Any member may withdraw from this agreement at any time. Such member shall return all Program Management Solutions & Training Materials.

Institution Name: _____

Signature: _____

Name (please print or type):

Title:

Date: _____

Janitorial Committee Recommendation Memo

Kingsport City Schools and Kingsport City Facilities management are constantly reviewing janitorial products to improve quality, supply, and/or price. Historically the paper towels, tissue, and liners have been purchased utilizing the City's purchasing formal sealed bid process. After completing our review, the committee recommends purchasing janitorial items from SupplyWorks utilizing the US Communities Government Purchasing Alliance. A major benefit of moving forward in this manner is to be able to utilize Supplyworks In-Site for Ed proprietary program that addresses schools and other public building types with focus on enhancing building health/safety and staff productivity while reducing total operational costs. The City & Schools will have access to all program management solutions and training materials.

Paper Towels

Our current paper towel system is a universal brown roll towel, 800' in length and 7 "wide, and is dispensed using a lever. The quality of the towel can vary from each bid participant. A typical towel user will pull the lever several times to have a towel size that is approximately 27" or more for a single hand wash. This process allows for excess waste.

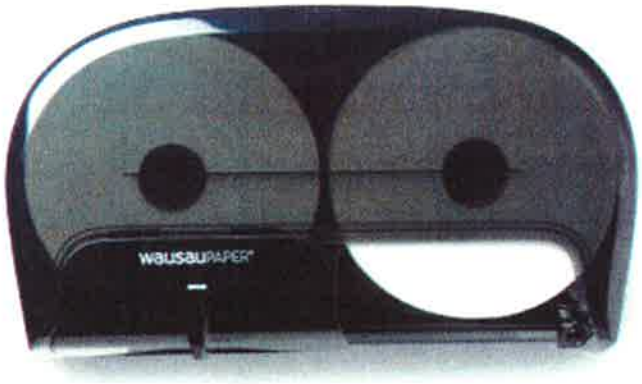
The committee recommends a change in paper towels to Wassau Paper OptiServ Hands Free towel dispenser. This dispenser offers a single 11" sheet service to control paper output. This prompts users to consider the amount of toweling they take, which controls output and helps reduce paper usage. The Wassau Paper towel is 1000' in length and 7 ½ "wide. This towel is higher quality than our current paper towel. All dispensers are free and no quantity limit. The towel is 100% recycled material.

Due to the larger roll and the control of the paper, we will reduce costs by usage, replenishment time and inventory reduction.



Tissue Paper

Our current tissue paper system is twin dispenser using a 2ply 1000' roll. The committee recommends a change in tissue paper to Wassau Dubl-Serv HC 2-Roll dispensing system and tissue. This dispenser is more compact than our current tissue dispenser and incorporates a perforated tissue for controlled use. The controlled use will decrease waste. Each roll has 2000 sheets. The tissue is 100% recycled material.



Liners

The committee tested and compared the tear strength, puncture resistance, and elongation of the current liner and the substitute liner. Based upon those results, the committee recommends a change in trash can liners to an extra heavy 1.0mil linear low density polyethylene 40x46 black liner. We also recommend utilizing the 24x33 6 mic natural liner for smaller cans.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Award of Bid for Produce for the Kingsport City Schools Nutrition Services and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-147-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Committee
Presentation By: Jennifer Walker

Recommendation:
Approve the Resolution.

Executive Summary:
Kingsport City Schools Nutrition Services administers various contracts to maintain a continual supply of food items. The bids for Produce were opened on May, 19, 2015 with two bidders responding. The bids were reviewed by School Nutrition and it is recommended to award these Produce items to the lowest bidder, Crook Brothers, with a contract not to exceed $200,000.00, and authorize the Mayor to sign all applicable documents.

These contracts will cover the period of July 1, 2015 thru June 30, 2016. The bid documents include a renewal option on an annual basis in one year increments for up to three additional years providing all terms, conditions and cost are acceptable to both parties.

Funding will be provided by School Nutrition Services budget.

Attachments:
1. Resolution
2. Bid Minutes
3. Recommendation

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR PURCHASE OF PRODUCE ITEMS FOR USE BY THE CITY OF KINGSPORT SCHOOL NUTRITION SERVICES TO CROOK BROTHERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 19, 2015, for the purchase of produce for use by the City of Kingsport School Nutrition Services; and

WHEREAS, upon review of the bids, the board finds Crook Brothers is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase produce items from Crook Brothers at an estimated annual cost not to exceed $200,000.00; and

WHEREAS, the contract will cover the period of July 1, 2015, through June 30, 2016, with an option to renew in one year increments up to three additional years; and

WHEREAS, funding will be provided from the School food and Nutrition Program.

Now therefore,

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

SECTION I. That the bid for purchase of supply of produce items for use by the City of Kingsport School Nutrition Services, is awarded to Crook Brothers at an estimated annual cost not to exceed $200,000, 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 19, 2015
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

PRODUCE – SCHOOLS NUTRITION PROGRAM	
Vendor:	Total Bottom Line Bid Amount:
Gordon Food Service	$247,559.95
Crook Brothers	$152,711.75

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

RE: RECOMMENDATION TO AWARD PRODUCE BID FROM CROOK BROTHERS PRODUCE COMPANY

Kingsport City School Nutrition received two produce bid proposals from two vendors on May 19, 2015 as follows:

Crook Brothers: $145,629.75

Gordon Food Service: $211,567.79

The Crook Brothers bid is $65,938.00 less than the Gordon Food Service offer and therefore the winning proposal.

School Nutrition is recommending that the Board of Mayor and Alderman award the lower bid from Crook Brothers Produce for the amount $145,629.75 with a contract not to exceed amount of $200,000.00

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

Jennifer Walker

Supervisor of School Nutrition Services

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the Contract Term and Contract Price for the Agreement with Tyson Prepared Foods, Inc. for Commodity Chicken Processing

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

Action Form No.: AF-148-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Committee
Presentation By: Jennifer Walker

Recommendation:
Approve the Resolution.

Executive Summary:
At the Board of Mayor and Alderman Meeting of January 21, 2014 a resolution was passed to execute an agreement with Tyson Prepared Foods, Inc. for chicken processing of the commodities allocated by the USDA for the City of Kingsport School Nutrition Services for the time period of July 1, 2014 thru June 30, 2015. 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 of Kingsport. It is now recommended to amend this agreement to extend it for the July 1, 2015 - June 30, 2016 time period for $95,000.00.

Funding will be provided from School Nutrition Services.

Attachments:
1. Resolution
2. Letter of Intent to Renew
3. Recommendation
4. Proposed Addendum

Funding source appropriate and funds are available: JS

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT FOR USDA COMMODITY CHICKEN PROCESSING FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM TO TYSON PREPARED FOODS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on January 21, 2014, the board awarded the bid for chicken commodities for the Kingsport City Schools to Tyson Prepared Foods, Inc.; and

WHEREAS, the bid included an option to renew the agreement for up to three years in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, it is recommended that the board exercise the option to renew the agreement with Tyson Prepared Foods, Inc., for the period of July 1, 2015 through June 30, 2016, for USDA chicken commodities for the Kingsport City Schools at an estimated cost not to exceed $95,000.00; and

WHEREAS, funding is provided from the School Nutrition Services budget;

Now therefore,

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

SECTION I. That renewal of the agreement with Tyson Prepared Foods, Inc. for USDA chicken commodities for various Kingsport City Schools for the period of July 1, 2015, through June 30, 2016, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, such documents needed to exercise the right to continue the terms of the agreement Tyson Prepared Foods, Inc. for USDA chicken commodities for various Kingsport City Schools, renewing the contract for the period of July 1, 2015, through June 30, 2016, at a cost not to exceed $95,000.00, and all documents necessary and proper to effectuate the purpose of the amendment.

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 2nd day of June, 20145

_____

DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Tyson FoodService K-12

Working at the Heart of Your Menu

2200 Don Tyson Parkway Springdale AR 72762-6999
www.tysonfoodservice.com | 800-423-4253

May 15, 2015

Kingsport City Schools
400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

RE: Extension SY 15/16 of USDA Commodity Processing Items

Tyson Prepared Foods, Inc. would like to offer pricing for the renewal option on the bid for USDA commodity processing items for school year 15/16. The pricing is attached for your consideration. We look forward to continuing to support your efforts to successfully manage your foodservice business.

Our price increases were based on fully realizing our opportunity and production costs for the items we produce. Many of our products had been priced at a level that did not allow us to fully recover our costs to produce when all inputs were considered. One of the main factors that was a driver in this was line time. Another factor was a more accurate realization of our true costs to produce.

Please let me know if you have any other questions.

Respectfully,

Charles Boger
Tyson Prepared Foods
Director Pricing
479-290-3519
K12bidgroup@tyson.com

Tyson Foods, Inc.
2200 Don Tyson Parkway
Springdale, AR 72762
ph: (800) 248-9766

Request #: TN-2015-04034

Operator:

Kingsport City School District
1701 EAST CENTER STREET
Kingsport, TN 37664
ph: (423) 378-2100

Requesting User:

Gayle McKenzie
Advantage Waypoint
100 Southside Drive
Charlotte, NC
ph: (704) 398-0204

Bid Title:

SY14-15 USDA Commodity Processing Renewal

Request Type: Commodity
Commercial Bid #: 38013
Price Status: Provided
Shipment Type: Direct Shipment
Award Type: Line Item
Issue Date: 2/2/2015
Opening Date: 2/6/2015
Start Date: 7/1/2015
End Date: 6/30/2016
Print Date: 3/14/2015

Products:

Material No	Description	Pack	Item #	Qty	Commercial	PTV	Commodity
070364-0928	Fully Cooked Whole Grain Golden Crispy Chicken Chunk Fritters-CN	149 / 3.52 Ounces	4	5000	$54.30/cs	100103D - $5.84 100103W - $8.76	$39.70
070332-0928	FC Whole Grain, Golden Crispy Breaded Chicken Tenderloins-CN	117 / 4.22 Ounces	5	5000	$91.43/cs	100103W - $32.55	$58.88
070382-0928	FC Glazed, Grilled Chicken Breast Chunks with Rib Meat-	1020 / 0.48 Ounces	6	5000	$110.25/cs	100103W - $39.47	$70.78
070322-0928	Fully Cooked Glazed Grilled Portioned Chicken Breast Filets With Rib Meat-CN	220 / 2.21 Ounces	8	5000	$108.91/cs	100103W - $38.71	$70.20
019957-0328	Chicken Taco Meat	4 / 5.03125 Pounds	9	5000	$46.23/cs	100103D - $26.51	$19.72
070303-0928	FC Whole Grain Portioned Homestyle Breaded Chicken Breast Filet w/RM-CN	226 / 2.12 Ounces			$87.21/cs	100103W - $30.21	$57.00
024841-0928	FC Breaded Chicken Sausage Pattie Bites	152 / 3.2 Ounces			$93.59/cs	100103D - $25.38	$68.21
021026-0928	Fully Cooked Chicken and Vegetable Protein Crumbles				$59.16/cs	100103D - $26.46	$32.70
023987-0928	FC WG Chicken Chili Crispito	72 / 3.45 Ounces			$38.67/cs	100103D - $10.25	$28.42
024450-0928	FC Breaded Dark Meat Chicken Chunks - CN	125 / 3.86 Ounces			$85.13/cs	100103D - $37.18	$47.95

Notes & Comments:

Terms & Conditions:

COMMERCIAL: Total Product Cost before USDA discount.
PTV: (Pass-Thru-Value) Dollar value of USDA donated food per case.
PROCESSING FEE (COMMODITY): USDA Commodity Fee-For-Service Pricing. Valid only on sales reported and validated via K12 Foodservice.

NOI PROCESS:
Distributors must billback against the commercial bid pricing. The distributor will be credited on a separate payment for the PTV after the distributor draws down the recipient agency's commodity balance via K12 Foodservice.

SY 15/16 Commodity 100155 USDA Beef will be available only via pass thru method of Fee-For-Service or Modified Fee-For-Service through a distributor.

Billback with proof of delivery. The supplying distributor is responsible for offering the appropriate product code to the requesting agency. This quote from Tyson Foods, Inc. supersedes any quote previously provided to the stated recipient and on behalf of the stated agency for the same items and for any overlapping time frame. Any previous quote received by the stated recipient on behalf of the stated agency for the same items and for any overlapping time frame is hereby null and void and of no further force or effect.

This quote is not a guaranty of availability of products. Tyson Foods, Inc. shall be liable for providing specified or comparable products only when Tyson Foods, Inc. executes an agreement with agreed upon volumes or provides written acceptance of an order. When aggregate purchase volumes have been agreed upon, Purchaser may not increase or decrease proportional product draw +/- five percent (5%) of the agreed upon volume without written acceptance by Tyson Foods, Inc.

Force Majeure: Tyson Foods, Inc. shall not be responsible for inability to ship full or partial orders due to any incident beyond its reasonable control, including but not limited to, fire, labor dispute, strike, war, windstorm, insurrection, unavailability of raw material or utilities, riot, government restriction or embargo or act of government, act of God, or act of terrorism.

Contact:
Tyson Foods, Inc. Bid Department CP576
2200 Don Tyson Parkway
Springdale, AR 72762
Tel: 800-643-3410 Fax: 479-203-4246

Confidentiality Clause: All information contained in this document that has been provided to the requesting party (you) by Tyson Foods, Inc. or its subsidiaries (collectively Tyson) is confidential and proprietary information of Tyson Foods, Inc. and may also be a trade secret, and are legally protected interests of Tyson. You are hereby advised, and you agree, that you, your officers, agents, and employees are responsible for maintaining the confidentiality of Tysons information and shall not divulge it to anyone in any format or manner without the prior express written permission of Tyson.

RE: RECOMMENDATION TO AMEND CONTRACT WITH TYSON PREPARED FOODS, INC

Kingsport City Schools Nutrition Services places an annual order with USDA for commodity foods. This year we increased our order for whole chickens from 50,000 pounds to 60,000 pounds due to the popularity and increased student purchases of certain chicken products by our commodity chicken processor Tyson Prepared Foods, Inc.

In addition to rolling over the contract to commodity process our USDA chicken allotment with Tyson Prepared Foods, Inc., Kingsport City Schools Nutrition Services is recommending to increase our contract spend amount from $70,000 to $95,000 due to this increase in usage.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within the Kingsport City Schools. We receive funding from federal reimbursements, state funding, and revenue generated by meal fees, a la carte items sold and catering.

Jennifer Walker, RD, LDN, CDE

Supervisor of School Nutrition Services

ADDENDUM TO AGREEMENT

BETWEEN TYSON PREPARED FOODS, INC.

AND CITY OF KINGSPORT, TENNESSEE FOR ITS KINGSPORT CITY SCHOOLS

MADE AND ENTERED INTO ON THE 3RD DAY OF JUNE 2015

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2015 to JUNE 30, 2016. 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 NINETY FIVE THOUSAND DOLLARS AND NO CENTS ($95,000.00) 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 NINETY FIVE THOUSAND DOLLARS AND NO CENTS ($95,000.00) 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, 2016. 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), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City 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 City 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.

TYSON PREPARED FOODS, INC

BY:_____

CITY OF KINGSPORT, TENNESSEE

BY:_____
Mayor Dennis Phillips

ATTEST:

_____
Recorder

APPROVED AS TO FORM:

_____
City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Transfer Property Located at 123 Cherokee Street to the Industrial Development Board of the City of Kingsport, Tennessee

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

Action Form No.: AF-121-2015
Work Session: June 1, 2015
First Reading: NA

Final Adoption: June 2, 2015
Staff Work By: Billingsley/McCartt
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
Property located at 123 Cherokee Street has been declared surplus and as a result staff recommends transferring this property to the Kingsport Economic Development Board in order to facilitate, on behalf of the City of Kingsport, either the sale or lease of this property. It is important to note this transfer only includes the property formerly occupied by the City of Kingsport Traffic Engineering Department. The adjacent parking lot will remain under the control of the City of Kingsport for use as a public parking lot.

Revenue generated from either the sale or lease of 123 Cherokee Street will be returned to the City of Kingsport.

Attachments:
1. Resolution
2. Map

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TRANSFER OF PROPERTY LOCATED AT 123 CHEROKEE STREET TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE; AND AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE PROPERTY

WHEREAS, the city wants to transfer a portion of the property it owns located at 123 Cherokee Street, which has been declared surplus, to the Industrial Development Board of the City of Kingsport, Tennessee, commonly known as KEDB; and

WHEREAS, the transfer will only include the building formerly occupied by the traffic engineering department, and does not include the adjacent parking lot; and

WHEREAS, if KEDB leases or sells the property, any revenue generated will be returned to the city.

Now, therefore,

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

SECTION I. That the transfer of the building located without the adjacent parking lot, at 123 Cherokee Street to the Industrial Development Board of the City of Kingsport, Tennessee (KEDB), is approved, once the subdivision 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 or as appropriate, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Quitclaim Deed, and all other documents necessary and proper to effectuate the purpose of this resolution.

SECTION III. That all the documents necessary and proper to transfer this project will be prepared in a form approved by the city attorney, at the appropriate time.

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

ADOPTED this the 2nd day of June, 2015.

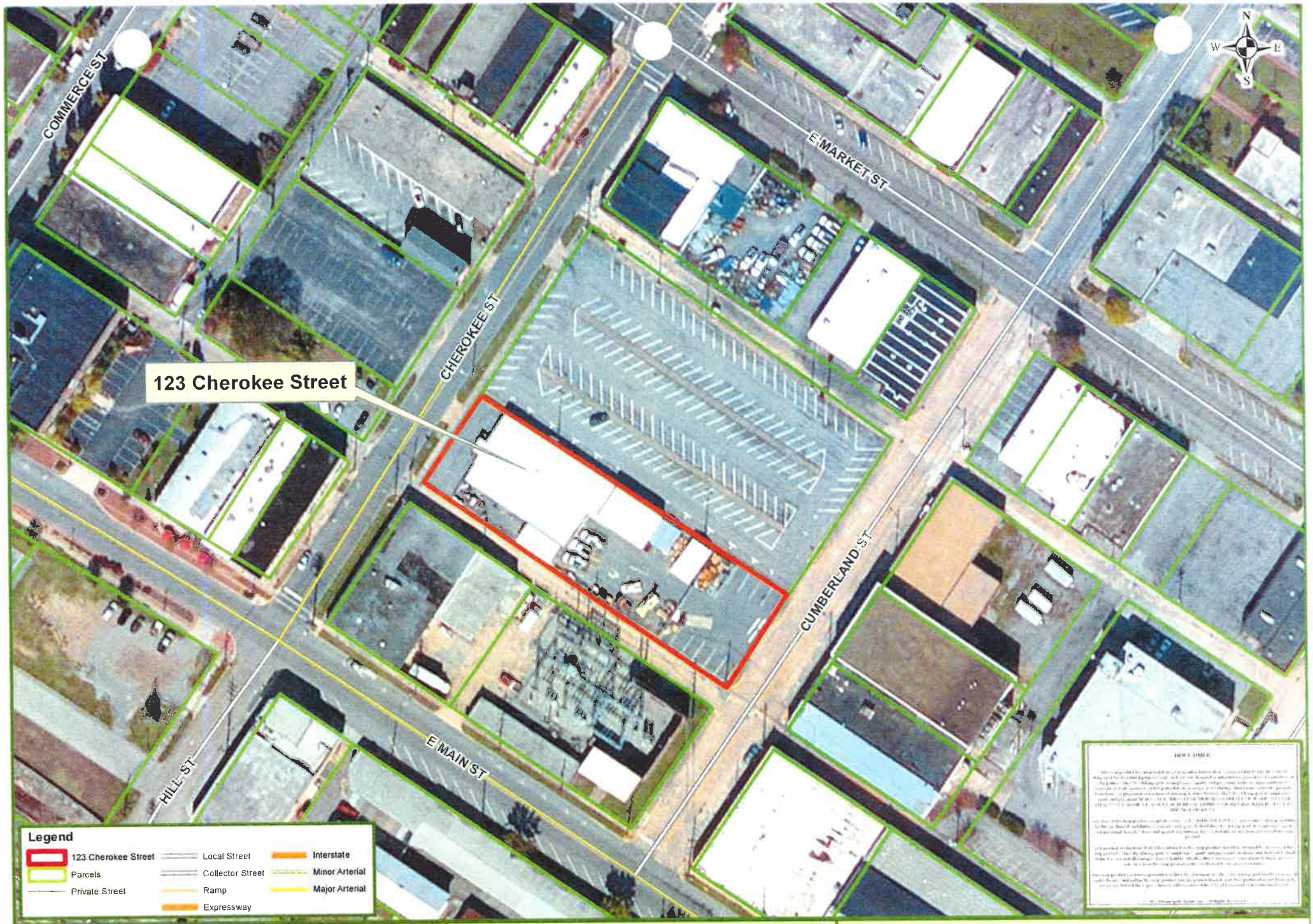
_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Kingsport

In-Cities TN/VA

Prepared by the City of Kingsport
Geographic Information System (G.I.S)
Date: 05-26-15
Map File Name: 17876wo9968

Feet
0 50 100 150 200

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approving a Settlement of a four Eminent Domain Lawsuits

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

Action Form No.: AF-149-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Mike Billingsley
Presentation By: Mike Billingsley

Recommendation:
Approve the Resolution.

Executive Summary:
The city has four eminent domain actions pending in court with Mr. Gary Lane. The cases are currently scheduled for a jury trial in late July. Three of the actions pertain to sanitary sewer projects in Rocks Springs, Stonetree Area, and Hidden Acres/Peppertree, and one pertains to the Rock Springs Road Improvement Project. The four cases involve three separate tracts of land and three permanent sewer easements, four temporary construction easements and one right-of-way.

The parties participated in mediation. After the mediation the parties continued settlement discussions and, subject to approval, have reached a settlement on all four lawsuits. The total payment for the value of the property taken in the lawsuits will be $12,282.00. When the city filed the lawsuits, it paid a total of $7,305.00 into court. The additional payment of $5,239.50 for the settlement is $977.00 more than the amount board's policy authorizes the city attorney to settle this type of case without board approval. Additionally, the city will pay the defendant $262.50 for his one-half of the mediation expense, for a total of $12, 544.50, all as shown in the agreement set out in the resolution.

This settlement will save considerable litigation expense the city will incur if the matter is tried. Additionally, it resolves for the four lawsuits without the risk of a verdict higher than the payment for settlement.

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SETTLEMENT OF LAWSUITS; AUTHORIZING ATTORNEYS FOR THE CITY TO ENTER ORDERS REGARDING THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO COMPLETE THE SETTLEMENT; AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT, IF NEEDED, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE SETTLEMENT OR THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has been involved in four eminent domain actions pending in court with Mr. Gary Lane; and

WHEREAS, three of the actions pertain to sanitary sewer projects in Rocks Springs, Stonetree Area, and Hidden Acres/Peppertree, and one pertains to the Rock Springs Road Improvement Project, and the cases involve three separate tracts of land, three permanent sewer easements, four temporary construction easements and one right-of-way; and

WHEREAS, subject to the approval of the board, the city and Mr. Lane have agreed to settle the case; and

WHEREAS, it is the recommendation of the attorneys for the city that the board approve the settlement of this litigation for a payment of $12,282.00 for all lawsuits by the city to the Mr. Lane; and

WHEREAS, when the city filed the lawsuits, it paid a total of $7,305.00 into court, and to settle the cases the city will make an additional payment of $5,239.50,

WHEREAS, additionally, the city will pay the defendant $262.50 for his one-half of the mediation expense, for a total of $12,544.50, all as shown in the agreement.

Now therefore,

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

SECTION I. That the board approves the settlement of the of the four civil actions against Mr. Gary Lane, titled as follows: City of Kingsport vs Lane, Civil Action No. 38923 (C); City of Kingsport vs Lane, Civil Action No. 39878 (C); City of Kingsport vs Lane, Civil Action No. 39879 (C); and City of Kingsport vs Lane, Civil Action No. 40342 (C) all filed in the Law Court at Kingsport, for a total settlement amount of $12,544.50,

SECTION II. That the board authorizes the attorneys representing the city to execute an order and any and all other documents necessary and proper to complete the settlement of this litigation.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney or as appropriate, the attorneys representing the city in this litigation, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a settlement agreement, if needed,

and all other documents necessary and proper to effectuate the purpose of the settlement or this resolution, said settlement agreement set out as follows:

AGREEMENT
BY AND BETWEEN
GARY DEAN LANE
AND
THE CITY OF KINGSPORT, TENNESSEE

SETTLEMENT OF CIVIL ACTIONS

City of Kingsport vs Lane	Civil Action No. 38923 (C)
City of Kingsport vs Lane	Civil Action No. 39878 (C)
City of Kingsport vs Lane	Civil Action No. 39879 (C)
City of Kingsport vs Lane	Civil Action No. 40342 (C)

WHEREAS, the City of Kingsport sought to acquire certain property and property rights from Gary Dean Lane through the exercise of the power of eminent domain by the filing of its Petitions for Condemnation in the Law Court at Kingsport, Tennessee, designated as Civil Action Nos. 38923, 39878, 39879 and 40342 (hereinafter "The Lawsuits"); and,

WHEREAS, both parties desire to resolve the amount of compensation to be paid for the property or property rights to be acquired pursuant to "The Lawsuits" without the continuing expense of contested litigation between them; and,

WHEREAS, the parties, in view of the anticipated cost of presenting these cases before a jury, have now agreed on a compromise and settlement of the amount of compensation to be paid for the property or property rights taken, subject to the terms and conditions set forth herein including the execution and delivery of this Agreement. Now therefore, be it remembered that,

THIS AGREEMENT is made and entered into as of June 2, 2015, by and between GARY DEAN LANE and the CITY OF KINGSPORT, TENNESSEE, for and in consideration of the mutual promises, covenants, representations, and agreements set forth herein, and for other good and valuable consideration as stated herein, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. SETTLEMENT AMOUNT. Subject to the terms and conditions set forth herein, the CITY OF KINGSPORT shall pay to GARY DEAN LANE the aggregate sum of Twelve Thousand Two Hundred Eight-two and 00/100's Dollars ($12,282.00) plus a payment of Two Hundred Sixty-two and 50/100's Dollars ($262.50) on his behalf to the Mediator as his share of the Mediation expense, for a total of Twelve Thousand Five Hundred Forty-four and 50/100's Dollars ($12,544.50), which sum consists of the Seven Thousand Three Hundred Five and 00/100's Dollars ($7,305.00) previously deposited by the CITY OF KINGSPORT with the Law Court Clerk upon the filing of "The Lawsuits," and the remainder being an additional payment of Five Thousand Two Hundred Thirty-nine and 50/100's Dollars ($5,239.50) to be deposited by the CITY OF KINGSPORT with the Law Court Clerk as full and final settlement of "The Lawsuits" after this Agreement is approved by the Board of Mayor and Aldermen of the City of Kingsport as set forth in Paragraph 9 hereof and the Judgments as set forth in Paragraph 3 hereof are executed and entered by the Court.

2. CONSIDERATION. As inducement for the payment of the total aggregate sum of Twelve Thousand Two Hundred Eight-two and 00/100's Dollars ($12,282.00) and the payment of Two Hundred Sixty-two and 50/100's Dollars ($262.50) to the Mediator, the undersigned GARY DEAN LANE, declares that he fully understands the terms of this settlement; that he voluntarily accepts said sum for the purpose of making full and final compromise and adjustment in settlement of the amount of compensation to be paid for the property or property rights taken, including any and all incidental damages to the remaining property arising as a result of the condemnations; that the payment of said sum for this Settlement Agreement is a compromise of the litigation; that the payment is made solely for the purpose of avoiding the cost of a trial of "The Lawsuits" upon the exception of GARY DEAN LANE to the amount assessed by the CITY OF KINGSPORT and to conclude the acquisition of the property and property rights; and that the payment of this sum constitutes full, final and complete satisfaction of all his claims and demands.

3. JUDGMENTS. After this Agreement is approved by the Board of Mayor and Aldermen of the City of Kingsport as set forth in Paragraph 9 hereof, the Judgments attached hereto as Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" to this Settlement Agreement, which have been signed by

GARY DEAN LANE contemporaneously herewith and approved for entry by counsel, are to thereafter be filed in "The Lawsuits," which Judgements shall divest all right, title, claim, interest and estate held by GARY DEAN LANE in and to the property described in "The Lawsuits" and vest same in CITY OF KINGSPORT.

4. PAYMENT OF SETTLEMENT. The said Judgments shall order the Clerk of the Court to make the check in the amount of Twelve Thousand Two Hundred Eight-two and 00/100's Dollars ($12,282.00) payable to and direct same to Defendant GARY DEAN LANE, in the care of his attorney, W. Derek Malcolm; and, the check in the amount of Two Hundred Sixty-two and 50/100's Dollars ($262.50) on his behalf to the Mediator whose report is filed in these causes.

5. BINDING EFFECT. The terms of this Agreement are contractual and not a mere recital and shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

6. RELEASE. The Parties hereto, themselves and on behalf of their heirs, successors, and assigns, agree and do hereby release and forever discharge each other from any and all claims, causes of action, and liabilities whatsoever, related to, concerning, or arising out of the matters alleged in "The Lawsuits" from the beginning of time to the date of this instrument.

7. EXPENSES. Each party to "The Lawsuits" shall bear their own discretionary expenses and attorney fees.

8. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and agreement between the parties there being no terms, conditions, warranties, or representations other than those contained herein or in the Judgments incorporating this Settlement Agreement to be entered by the Court.

9. APPROVAL. This Agreement shall be submitted to the Board of Mayor and Aldermen of the CITY OF KINGSPORT for its consideration at the Board's regular meeting to be held on June 2, 2015, and this Agreement shall become effective upon the approval of this Agreement by the Board of Mayor and Aldermen of the CITY OF KINGSPORT.

IN WITNESS WHEREOF, the parties have executed this agreement personally or by their duly authorized representative as of May 11, 2015.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 2nd of June, 2015.

_____

DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approve the Rental House Agreement

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

Action Form No.: AF-153-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
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, 2015. 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
2. Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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 $720.00 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 ____ day of June, 2015, by and between _____ (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 _____, 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 $720.00 per month. The teacher is expected to arrive sometime in _____.

2. City agrees to pay $_____ 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

This Agreement ("Agreement") is dated as of this ____ day of June, 2015, by and between _____ (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 _____, 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 $___ per month. The teacher is expected to arrive sometime in _____.

2. City agrees to pay $_____ 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.

OWNER:

_____

Name: _____

City of Kingsport, Tennessee

_____

Dennis R. Phillips, Mayor

Attest:

_____

James H. Demming, City Recorder

Approved as to Form:

_____

J. Michael Billingsley, City Attorney

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this ___ day of June, 2015.

_____
NOTARY PUBLIC

My commission expires:

_____

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared DENNIS R. PHILLIPS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Mayor of THE CITY OF KINGSPORT, TENNESSEE, the within named bargainor, a municipal corporation and that he is authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in Kingsport, Sullivan County, Tennessee, this ___ day of June, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Maintenance Agreement with TDOT Related to Miscellaneous Safety Improvements on Bloomingdale Pike/Rd. from SR-1 to Bancroft Chapel Rd.

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

Action Form No.: AF-151-2015
Work Session: June 1, 2015
First Reading: NA

Final Adoption: June 2, 2015
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
TDOT's completed safety audit for the area of Bloomingdale Pike/Rd. from SR-1 to Bancroft Chapel Rd. reflects miscellaneous safety improvements are recommended. This area is eligible for Highway Safety Improvement Program (HSIP) Funds; therefore TDOT desires to assist the City of Kingsport and Sullivan County by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow pavement markings, guardrails, speed limit reduction, and other safety improvements within the jurisdiction of the city and county.

Entering into this agreement will permit TDOT to initially perform the work in city and county right of ways. The city and county will each be responsible for all maintenance of their portion of the completed work of the project.

City staff has reviewed the safety audit, and recommends entering into the maintenance agreement with TDOT – Agreement No.: 150053; Project Identification No: 120115.00; Federal Project No: HSIP-1384(10); State Project No: 82017-3406-94.

Attachments:
1. Resolution
2. Agreement (3 pages)

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR SAFETY IMPROVEMENTS ON BLOOMINGDALE PIKE/ROAD FROM SR-1 TO BANCROFT CHAPEL ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Tennessee Department of Transportation(TDOT) has completed a safety audit for the area of Bloomingdale Pike/Road from SR-1 to Bancroft Chapel Road and recommends miscellaneous safety improvements; and

WHEREAS, the area studied is eligible for Highway Safety Improvement Program (HSIP) Funds; and

WHEREAS, TDOT wants to assist the city and Sullivan County by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow pavement markings, guardrails, speed limit reduction, and other safety improvements within the jurisdiction of the city and county; and

WHEREAS, entering into this agreement will permit TDOT to initially perform the work in city and county right of ways, and the city and county will each be responsible for all maintenance of their portion of the completed work of the project.

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 various safety improvements for the area of Bloomingdale Pike/Road from SR-1 to Bancroft Chapel Road, 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 Tennessee Department of Transportation for various safety improvements for the area of Bloomingdale Pike/Road from SR-1 to Bancroft Chapel Road, 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 No:	150053
PROJECT IDENTIFICATION No:	120115.00
FEDERAL PROJECT No:	HSIP-1384(10)
STATE PROJECT No:	82017-3406-94

State of Tennessee Department of Transportation
GENERAL MAINTENANCE AGREEMENT WITH LOCAL AGENCY

THIS AGREEMENT, made and entered into this _____day of _____, 2015 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of

Tennessee (hereinafter called the "Department") and the City of Kingsport and Sullivan County (hereinafter called the "Agency").

WITNESSETH:

WHEREAS, certain routes in the Agency's jurisdiction have been designated as being eligible for Highway Safety Improvement Program (HSIP) Funds, codified as section 148 of title 23, United States Code (23 U.S.C. § 148), CFDA # 20.205, and

WHEREAS, the Department desires to assist the Agency by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, and other safety improvements within the jurisdiction of the Agency in furtherance of this program, and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said safety improvements, desires to cooperate with the Department such that the safety improvements may be installed by the Department, and maintained by the Agency in accordance with Tennessee and federal law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement to provide performance of the Project as described in SECTION 1 below.

SECTION 1: The Project to be performed is described as follows:

"Route 01384, Bloomingdale Pike/Road
from SR-1 to Bancroft Chapel Road

SECTION 2: Tenn. Code Ann. § 54-1-126 provides that the Department shall enter into a written contract that provides that the Agency is solely responsible for all maintenance of the completed work of the Project. Therefore, the provisions set forth in Tenn. Code Ann. § 54-1-126 shall apply to this Agreement. The Agency shall be solely responsible for and pay all costs associated with maintenance of the Project.

SECTION 3 The Agency shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

SECTION 4: The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

SECTION 7: The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Agency 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 Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

SECTION 10: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 2nd day of June, 2015.

_____

DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT NO: 150053
PROJECT IDENTIFICATION NO: 120115.00
FEDERAL PROJECT NO: HSIP-1384(10)
STATE PROJECT NO: 82017-3406-94

State of Tennessee Department of Transportation

GENERAL MAINTENANCE AGREEMENT WITH LOCAL AGENCY

THIS AGREEMENT, made and entered into this_____ day of_____ , 20_____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport and Sullivan County (hereinafter called the "Agency").

W I T N E S S E T H:

WHEREAS, certain routes in the Agency's jurisdiction have been designated as being eligible for Highway Safety Improvement Program (HSIP) Funds, codified as section 148 of title 23, United States Code (23 U.S.C. § 148), CFDA # 20.205, and

WHEREAS, the Department desires to assist the Agency by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, and other safety improvements within the jurisdiction of the Agency in furtherance of this program, and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said safety improvements, desires to cooperate with the Department such that the safety improvements may be installed by the Department, and maintained by the Agency in accordance with Tennessee and federal law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement to provide performance of the Project as described in SECTION 1 below.

SECTION 1: The Project to be performed is described as follows:

"Route 01384, Bloomingdale Pike/Road
from SR-1 to Bancroft Chapel Road

SECTION 2: Tenn. Code Ann. § 54-1-126 provides that the Department shall enter into a written contract that provides that the Agency is solely responsible for all maintenance of the completed work of the Project. Therefore, the provisions set forth in Tenn. Code Ann. § 54-1-126 shall apply to this

Agreement. The Agency shall be solely responsible for and pay all costs associated with maintenance of the Project.

SECTION 3 The Agency shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

SECTION 4: The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

SECTION 7: The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Agency 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 Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

SECTION 10: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF KINGSPORT

By: _____ _____
Dennis Phillps **Date**
Mayor

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
Mike Billingsley **Date**
Attorney

SULLIVAN COUNTY

By: _____ _____
Richard Venable **Date**
Mayor

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
Dan Street **Date**
Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ _____
John C. Schroer **Date**
Commissioner

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
John Reinbold **Date**
General Counsel

By:

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Accept TDOT's Proposal Related to S.R. 36 Intersection at Moreland Drive and Hemlock Road Improvements

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

Action Form No.: AF-152-2015
Work Session: June 1, 2015
First Reading: NA

Final Adoption: June 2, 2015
Staff Work By: Tim Elsea
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
TDOT proposes to construct a project designated and described as S.R. 36 – Intersection at Moreland Drive and Hemlock Road improvements. These improvements include adding a right turn lane on east bound Ft. Henry turning onto Moreland Drive; improved right turn lane on Hemlock Road; making a right turn movement from Moreland Drive to Ft. Henry, a dual right lane and signalizing. The signal will be converted from span wire to mast arm.

Acceptance of this proposal will permit TDOT to construct this project, and the city maintaining signals and signs once the project is complete. City staff has reviewed TDOT's plans, and recommends the acceptance of TDOT's proposal – Federal Project No.: PHSIP-36(55); State Project No.: 82006-2280-94; Pin No.: 120389.00.

Attachments:
1. Resolution
2. Agreement (5 pages)

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPOSAL WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE INTERSECTION OF HEMLOCK ROAD AND MORELAND DRIVE, STATE ROAD 36, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE PROPOSAL

WHEREAS, the Tennessee Department of Transportation would like to construct a project designated and described as S.R. 36 – Intersection at Moreland Drive and Hemlock Road improvements; and

WHEREAS, the improvements would include adding a right turn lane on east bound Ft. Henry turning onto Moreland Drive, an improved right turn lane on Hemlock Road, and making a right turn movement from Moreland Drive to Ft. Henry a dual right lane and signalizing; and

WHEREAS, the signal will be converted from span wire to mast arm.

Now therefore,

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

SECTION I. That the proposal with Tennessee Department of Transportation for a project designated and described as S.R. 36 – Intersection at Moreland Drive and Hemlock Road improvement, 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 Proposal with the Tennessee Department of Transportation would like to construct a project designated and described as S.R. 36 – Intersection at Moreland Drive and Hemlock Road improvement, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the proposal or this resolution, said proposal being as follows:

PROPOSAL OF THE DEPARTMENT OF TRANSPORTATION
OF THE STATE OF TENNESSEE
TO THE CITY OF KINGSPORT, TENNESSEE

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project designated as No. PHSIP-36(55); 820062280-94 that is described as S. R. 36; Intersection at Moreland Drive/Hemlock Road in the CITY of KINGSPORT, hereinafter CITY, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the CITY will agree:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right of way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and

2. To close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law; and

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the CITY or by any of its instrumentalities as required for right of way or easement purposes, provided such land is being used or dedicated for road or other public way purposes; and

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the CITY, or any of its instrumentalities, the CITY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY; and

5. To maintain any frontage road to be constructed as part of the project; and

6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map; and

7. That the CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right of way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right of way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT; and

8. That no provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system; and

9. That it is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right of way shall be maintained and replaced by the CITY; and

10. That when traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right of way for the project, any structures that become in violation of a CITY setback/building line requirement, the CITY agrees to waive enforcement of the CITY setback/building line requirement and take other proper governmental action therefore.

12. To prohibit encroachments of any kind upon the right of way and easements for the project; and

13. To prohibit the servicing of motor vehicles within the right of way and easements for the project; and

14. To obtain the approval of the DEPARTMENT before authorizing parking on the right of way and easements for the project and before installing any device for the purpose of regulating the movement of traffic; and

15. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The CITY agrees to maintain other parts of non-access control projects.

16. That when said project is completed, it thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation or governmental agency, without first obtaining the approval of the DEPARTMENT.

The acceptance of this proposal shall be evidenced by the passage of a ordinance, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Thereafter, the DEPARTMENT will acquire the right of way and easements, construct the project and defend any inverse condemnation or damage civil actions of which the Attorney General has received the notice and pleadings provided for herein.

The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this _____day of _____ , 20_____ .

[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 proposal set out herein that do not substantially alter the material provisions of the proposal, 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF KINGSPORT, TENNESSEE

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project designated as No. PHSIP-36(55); 82006-2280-94 that is described as S. R. 36; Intersection at Moreland Drive/Hemlock Road in the CITY of KINGSPORT, hereinafter CITY, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the CITY will agree:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right of way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and

2. To close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law; and

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the CITY or by any of its instrumentalities as required for right of way or easement purposes, provided such land is being used or dedicated for road or other public way purposes; and

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the CITY, or any of its instrumentalities, the CITY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY; and

5. To maintain any frontage road to be constructed as part of the project; and

6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map; and

7. That the CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right of way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right of way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT; and

8. That no provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system; and

9. That it is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right of way shall be maintained and replaced by the CITY; and

10. That when traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right of way for the project, any structures that become in violation of a CITY setback/building line requirement, the CITY agrees to waive

enforcement of the CITY setback/building line requirement and take other proper governmental action therefore.

12. To prohibit encroachments of any kind upon the right of way and easements for the project; and

13. To prohibit the servicing of motor vehicles within the right of way and easements for the project; and

14. To obtain the approval of the DEPARTMENT before authorizing parking on the right of way and easements for the project and before installing any device for the purpose of regulating the movement of traffic; and

15. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The CITY agrees to maintain other parts of non-access control projects.

16. That when said project is completed, it thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation or governmental agency, without first obtaining the approval of the DEPARTMENT.

The acceptance of this proposal shall be evidenced by the passage of a ordinance, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Thereafter, the DEPARTMENT will acquire the right of way and easements, construct the project and defend any inverse condemnation or damage civil actions of which the Attorney General has received the notice and pleadings provided for herein.

The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this _____ day of _____, 20_____.

THE CITY OF KINGSPORT

BY: _____ **DATE:** _____
Mayor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____ **DATE:** _____
John C. Schroer
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: _____ **DATE:** _____
John Reinbold
General Counsel

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding Bid for Construction of WTP Raw Water Intake and Transmission Improvements to J. Cumby Construction and Authorize Mayor to Sign All Applicable Documents

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

Action Form No.: AF-154-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: R. McReynolds / N. Ensor
Presentation By: R. McReynolds

Recommendation: Approve Resolution

Executive Summary:
Bids were opened May 7, 2015, for the Raw Water Intake and Transmission Improvements project. The project includes construction of a new raw water tunnel, as well as, new raw water pump station (RWPS) at the water treatment plant. Raw water will be conveyed via a 7.5' high and 7.7' wide horseshoe shaped tunnel. The existing pump station will continue to serve as the intake structure and convey water from the South Fork Holston River to the RWPS. A junction box at the head of the raw water tunnel will be built to allow for future addition of a new intake structure. The raw water tunnel will terminate approximately 130' below the surface of the RWPS. Four vertical shafts would be drilled downward from the RWPS to the raw water tunnel, and (4) 12 MDG vertical turbine pumps will lift the water to the Water Treatment Plant.

CDM Smith and city staff reviewed the bids and recommends awarding the contract to the apparent low bidder, J. Cumby Construction in the amount of $13,537,873. The project is funded through SRF loan and EDA grant. Project funding will reside in WA 1504.

Base Bid:	Tunnel and pump station	$12,578,873
Alternate 1:	36" raw water flow meter and vault	$75,000
Alternate 2:	Emergency Generator	$727,000
Alternate 3:	8' X 8' stub tunnel for future intake	$84,000
Alternate 4:	36" emergency by-pass connection	$51,000
Alternate 5:	Demolition of existing pumps	$22,000
Total Bid:		**$13,537,873**

Attachments:
1. Resolution
2. Engineer's Recommendation
3. Certified Bid Tabulation

Funding source appropriate and funds are available: JS

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE WTP RAW WATER INTAKE AND TRANSMISSION IMPROVEMENTS CONSTRUCTION PROJECT TO J. CUMBY CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened May 7, 2015, Raw Water Intake and Transmission Improvements project; and

WHEREAS, upon review of the bids, the board finds J. Cumby Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the improvements, including construction of a new raw water tunnel, as well as, new raw water pump station (RWPS), at the water treatment plant from J. Cumby Construction at an estimated construction cost of $13,537,873.00; and

WHEREAS, this project is funded through a SRF loan and EDA grant, and the funds will be held in project number WA1504;

Now therefore,

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

SECTION I. That the bid for the Raw Water Intake and Transmission Improvements project, consisting of improvements, including to the existing roadways including construction of a new raw water tunnel, as well as, new raw water pump station (RWPS), at the water treatment plant at an estimated cost of $13,537,873.00 is awarded to J. Cumby Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CDM Smith
1100 Marion St., Suite 300
Knoxville, Tennessee 37921
tel: 865.963.4300
fax: 865.963-4301

05-21-15

Niki Ensor
Water & Wastewater Facilities Manager
620 West Industry Drive
Kingsport TN 37660

Subject: Kingsport Raw Water Intake and Transmission Improvements
Recommendation to Award

Dear Ms. Ensor:

CDM Smith has reviewed the bids received on May 7, 2015 for the referenced project and we prepared the attached bid tabulation. J. Cumby Construction is the low bidder on the base bid, and the total bid with each additive bid alternative. Based upon our review of the bid documents and supporting information furnished, we recommend contract award to J. Cumby Construction in the amount of $13,537,873 which includes all five bid alternative.

Please do not hesitate to contact me if you have any questions concerning this matter.

Sincerely,

Bernard E. Maloy, P.E.
Senior Project Manager

Final Bid Tabulation

Kingsport Raw Water Intake and Transmission Improvements

May 7, 2015 – 4:00 PM – Council Room, City Hall

Present: Sandy Crawford, Procurement Manager; Niki Ensor Water/Wastewater Manager; Ryan McReynolds, Public Works Director; and Bernie Maloy, CDM Smith

	Engineer's OPCC	Judy Construction	Southland Renda JV	Layne Heavy Civil	J. Cumby Construction	Clark Construction Group	Smith Contractors
Base	14,813,763	15,228,180	16,297,200	13,364,280**	12,578,873*	14,709,300	12,878,400
Alt. 1	66,930	91,000	75,000	68,000	75,000	55,000	70,000
Subtotal	14,880,693	15,319,180	16,372,200	13,432,280	12,653,873*	14,764,300	12,984,400
Alt. 2	1,608,100	937,000	500,000	898,000	727,000	750,000	730,000
Subtotal	16,488,793	16,256,180	16,872,200	14,330,280	13,380,873*	15,514,300	13,678,400
Alt. 3	90,218	190,000	150,000	102,740	84,000	50,000	75,000
Subtotal	16,579,011	16,446,180	17,022,200	14,433,020	13,464,873*	15,564,300	13,753,400
Alt. 4	104,015	75,000	50,000	67,300	51,000	60,000	35,000
Subtotal	16,683,026	16,521,180	17,072,200	14,500,320	13,515,873*	15,624,300	13,788,400
Alt. 5	41,085	58,000	15,000	24,200	22,000	30,000	25,000
Subtotal	16,724,111	16,579,180	17,087,200	14,524,520	13,537,873*	15,654,300	13,813,400

*Low Bid

** Discrepancies in base bid calculation could reduce base bid total to $12,948,740 but they would remain third low bidder.

Certified by Bernard F. Maloy P.E.



5/21/15

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter Into an Agreement with CSX Transportation, Inc. for the Reedy Creek Trunk Sewer Crossing

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

Action Form No.: AF-134-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2105
Staff Work By: C. Austin/N. Eichmann
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
The Reedy Creek Trunk Sewer replacement is part of our 2009 Master Plan, developed to ensure current and future system capacity. We have been working with Gresham, Smith, and Partners on the design of a 48" trunk sewer replacement from the Wastewater Plant to Lovedale Dr. which will allow the removal of a sewer lift station and increase our capacity for the Reedy Creek Sewer Basin.

As part of this replacement, it is necessary to cross CSX property adjacent to the Wastewater Plant with a tunnel. This agreement with CSX will allow us to install and maintain the sewer trunkline. Funding for the agreement is currently in the project, SW1400.

Attachments:
1. Resolution
2. Facility Encroachment Agreement
3. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH CSX TRANSPORTATION, INC FOR THE REEDY CREEK TRUNK SEWER CROSSING; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has been working on the Reedy Creek Trunk Sewer replacement project for some time;

WHEREAS, to complete the project, the city is required to cross CSX property adjacent to the Wastewater Plant using a tunnel; and

WHEREAS, an agreement with CSX will allow for installation and maintenance of the sewer trunkline; and

WHEREAS, funding for the agreement is currently in the project, SW1400.

Now therefore,

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

SECTION I. That an agreement with CSX Transportation, Inc., to cross CSX property adjacent to the Wastewater Plant using a tunnel, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with CSX Transportation, Inc., to cross CSX property adjacent to the Wastewater Plant using a tunnel, 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:

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of April 3, 2015, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF KINGSPORT, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 225 West Center Street, Kingsport, Tennessee 37660, hereinafter called "Licensee,"

WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) sixty-six inch (66") diameter pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Kingsport, Sullivan County, Tennessee, Huntington Division, Kingsport Subdivision, Valuation Station 308, Milepost Z-92.86, Latitude N36:33:09.10, Longitude W82:34:33.60;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:
(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;
(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and
(C) Compliance by Licensee with the terms and conditions herein contained; does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.
1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.
1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.
2. ENCROACHMENT FEE; TERM:
2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS ($4,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.
2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.
2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.
2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.
3. CONSTRUCTION, MAINTENANCE AND REPAIRS:
3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.
3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.
3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.
3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.
3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.
3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.
3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.
3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.
4. PERMITS, LICENSES:
4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.
4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.
5. MARKING AND SUPPORT:
5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:
(A) support track(s) and roadbed in a manner satisfactory to Licensor;
(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.
5.2 After construction or maintenance of the Facilities, Licensee shall:
(A) Restore any track(s), roadbed and other disturbed property; and
(B) Erect, maintain and periodically verify the accuracy of aboveground underground Facilities or related facilities.
5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.
6. TRACK CHANGES:
6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.
6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.
7. FACILITY CHANGES:
7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.
7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.
8. INTERFERENCE WITH RAIL FACILITIES:
8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any

appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY: With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) The city is self-insured under the Tennessee Workers Compensation Act for injuries to its employees arising out of and in the course and scope of employment.

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy, provided however, notwithstanding anything here to the contrary, tort actions or anything covered by the provisions of the Tennessee Governmental Tort Liability Action found at T.C.A. section 29-20- 101 et seq., including the limits of liability, shall apply and no provision of the Agreement shall act or be deemed a wavier by the City of any immunity, its rights or privileges as a sovereign entity, as wavier can only be made by the Tennessee General Assembly. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not more than $300,000 for bodily injury or death of any one person in any one accident, occurrence or act, and not more than $700,000 for bodily injury or death of all persons in any one accident, occurrence or act, and $100,000 for injury or destruction of property of others in any one accident occurrence or act.

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee if allowable due to the city being subject to and governed by the Tennessee Governmental Tort Liability Act and the limits and conditions set out in that Act apply. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31
11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

Notwithstanding anything herein to the contrary for tort actions the provision of the Tennessee Governmental Tort Liability Action found at T.C.A. § 29-20-101 et seq., including the limits of liability, shall apply and no provision of the Agreement shall act or be deemed a wavier by the Licensee of any immunity, its rights or privileges as a sovereign entity, as wavier can only be made by the Tennessee General Assembly.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link: http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is:

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 To the extent permitted by Tennessee law, Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.
17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.
17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.
17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.
18. GENERAL PROVISIONS:
18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.
18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.
18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.
18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.
18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.
18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.
18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.
18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement. This agreement and any documents or materials obtained by the Licensee may be subject to disclosure in whole or in part pursuant to the to the Open Records Act set out in T.C.A.§ 10-7-503 et seq. without regard to any provision contained in the agreement declaring any such information confidential.
18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars ($100.00).
19. RESERVED:
20. TERMINATION OF PRIOR AGREEMENT(S):
20.1 This Agreement supersedes existing agreement(s) dated March 15, 1952,Contract No. CCO 018874005, between CSX Transportation, Inc., or its predecessor in title, and CITY OF KINGSPORT, or its predecessor in title, covering the premises described herein, which agreement(s) is/are terminated and superseded by the execution hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.
[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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of April 3, 2015, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF KINGSPORT, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 225 West Center Street, Kingsport, Tennessee 37660, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) sixty-six inch (66") diameter pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Kingsport, Sullivan County, Tennessee, Huntington Division, Kingsport Subdivision, Valuation Station 308, Milepost Z-92.86, Latitude N36:33:09.10, Longitude W82:34:33.60;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS ($4,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability

hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) The city is self-insured under the Tennessee Workers Compensation Act for injuries to its employees arising out of and in the course and scope of employment.

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy, provided however, notwithstanding anything here to the contrary, tort actions or anything covered by the provisions of the Tennessee Governmental Tort Liability Action found at T.C.A. section 29-20-101 et seq., including the limits of liability, shall apply and no provision of the Agreement shall act or be deemed a wavier by the City of any immunity, its rights or privileges as a sovereign entity, as wavier can only be made by the Tennessee General Assembly. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not more than $300,000 for bodily injury or death of any one person in any one accident, occurrence or act, and not more than $700,000 for bodily injury or death of all persons in any one accident, occurrence or act, and $100,000 for injury or destruction of property of others in any one accident occurrence or act.

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee if allowable due to the city being subject to and governed by the Tennessee Governmental Tort Liability Act and the limits and conditions set out in that Act apply. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

Notwithstanding anything herein to the contrary for tort actions the provision of the Tennessee Governmental Tort Liability Action found at T.C.A. § 29-20-101 et seq., including the limits of liability, shall apply and no provision of the Agreement shall act or be deemed a wavier by the Licensee of any immunity, its rights or privileges as a sovereign entity, as wavier can only be made by the Tennessee General Assembly.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link: http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: _____.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use

or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 To the extent permitted by Tennessee law, Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement. This agreement and any documents or materials obtained by the Licensee may be subject to disclosure in whole or in part pursuant to the to the Open Records Act set out in T.C.A.§ 10-7-503 et seq. without regard to any provision contained in the agreement declaring any such information confidential.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars ($100.00).

19. RESERVED:

20. TERMINATION OF PRIOR AGREEMENT(S):

20.1 This Agreement supersedes existing agreement(s) dated March 15, 1952, Contract No. CCO 018874005, between CSX Transportation, Inc., or its predecessor in title, and CITY OF KINGSPORT, or its predecessor in title, covering the premises described herein, which agreement(s) is/are terminated and superseded by the execution hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

_____

CSX TRANSPORTATION, INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

_____

CITY OF KINGSPORT

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

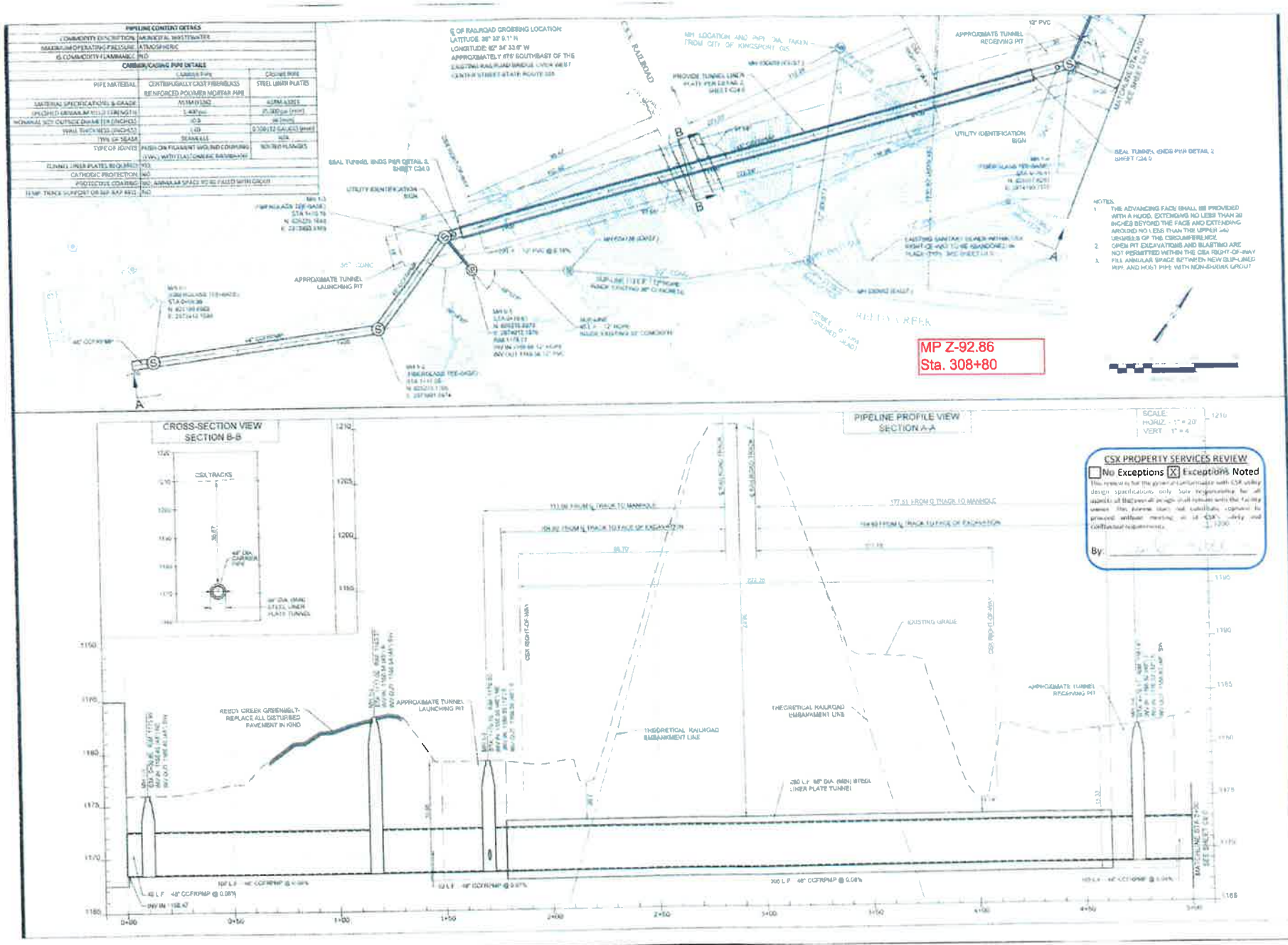
Tax ID No.:_____

Authority under Ordinance or

Resolution No._____,

Dated _____.

Exhibit A



GS&P

Design Services for the Built Environment

Atlanta Birmingham
Charlotte Cincinnati
Columbus Dallas
Fort Lauderdale
Knoxville Jacksonville
Memphis Nashville
Richmond Tampa

GRESHAM SMITH AND PARTNERS

Kingsport
CITY OF KINGSPORT

ISSUED FOR PERMITTING - NOT FOR CONSTRUCTION

REEDY CREEK TRUNK SEWER IMPROVEMENTS

ERIC B. DANIELS
STATE OF TENNESSEE

REVISION

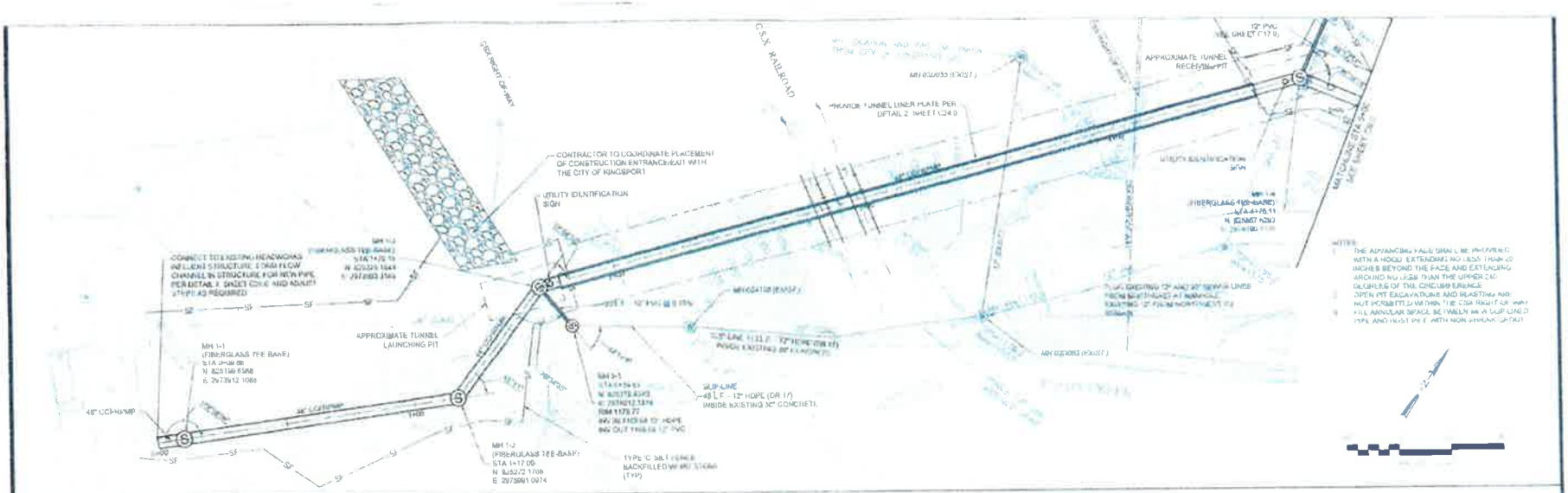
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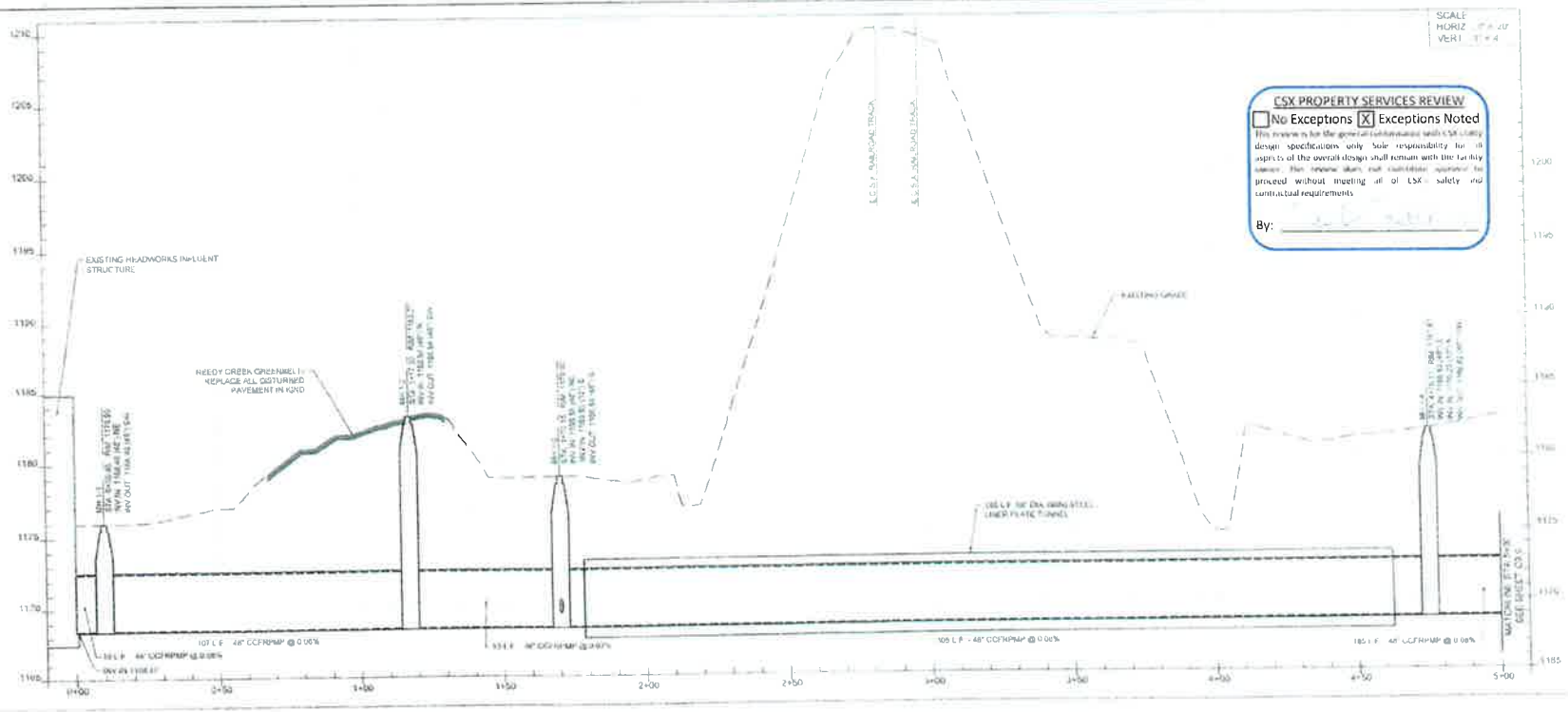
C8.1

LINE 1
RAILROAD AND TUNNEL CROSSING

03/31/2015

Exhibit A





CSX PROPERTY SERVICES REVIEW

☐ No Exceptions ☒ Exceptions Noted

This review is for the general conformance with CSX safety design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. The review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By: _____

G S & P

Design Services for the Built Environment

Atlanta Birmingham Charlotte Cincinnati Columbus Dallas Fort Lauderdale Knoxville Tarrytown Jacksonville Gainesville Memphis Nashville Richmond Tampa

GRESHAM SMITH AND PARTNERS

CONSTRUCTION PLANS

Kingsport
CITY OF KINGSPORT

REEDY CREEK TRUNK SEWER IMPROVEMENTS

REVISION

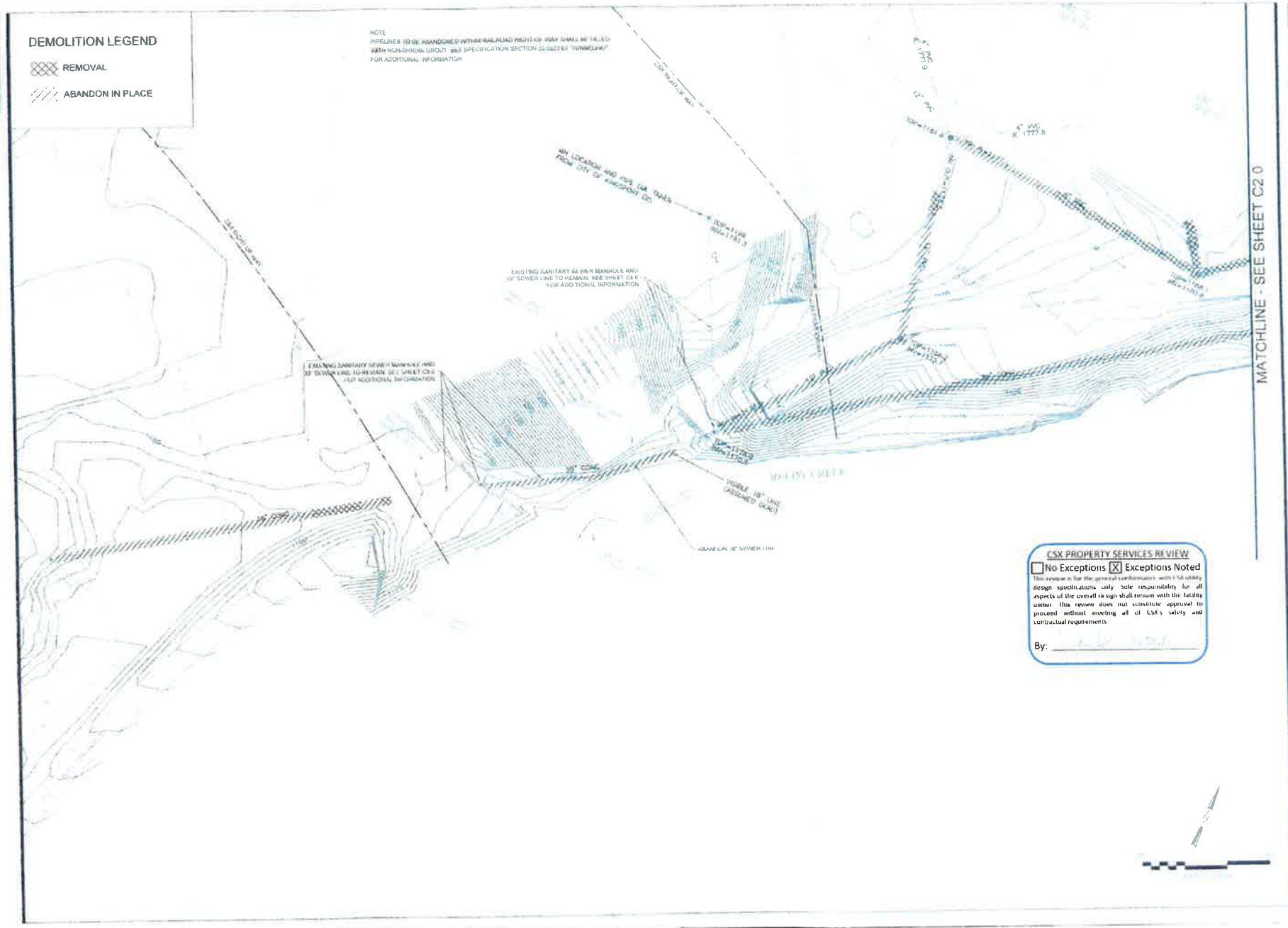
ISSUED FOR PERMITTING - NOT FOR CONSTRUCTION

CSX770437

C8.0

LINE 1
PLAN AND PROFILE
STA 0+00 TO STA 5+00

Exhibit A



G S & P

Atlanta Birmingham
Charlotte Cincinnati
Columbus Dallas
Fort Lauderdale
Knoxville Jackson
Memphis Nashville
Richmond Tampa

GRESHAM SMITH AND PARTNERS

Kingsport
CITY OF KINGSPORT

REEDY CREEK TRUNK SEWER IMPROVEMENTS

REVISION

CSX770437

C1.0
DEMOLITION PLAN (1 OF 7)

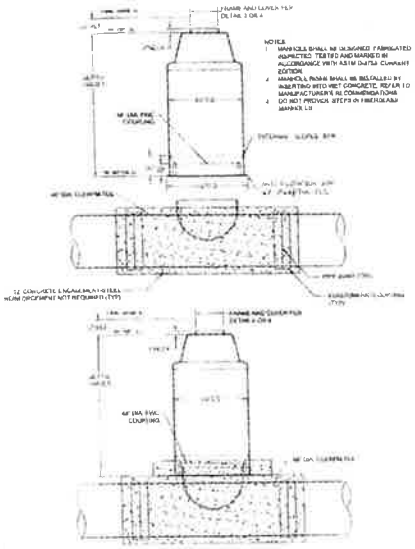
GENERAL NOTES

1. PRIVATE PROPERTY WILL NOT BE LEFT IN A DISTURBED MANNER FOR A PERIOD LONGER THAN 30 CALENDAR DAYS. THERE WILL BE A CHARGE OF $100.00 PER DAY PER OCCURANCE FOR DAMAGES.
2. ALL EXISTING UTILITY LOCATIONS ARE TO BE VERIFIED BY THE CONTRACTOR WITH THE APPROPRIATE AGENCY AND PROTECTED UNLESS OTHERWISE NOTED OR SHOWN ON THE PLANS.
3. ALL SURPLUS ITEMS (SUCH AS PUMP STATIONS) THAT ARE REMOVED/REPLACED AS A RESULT OF CONSTRUCTION ARE TO BE DELIVERED TO AND BECOME THE PROPERTY OF THE CITY OF KINGSPORT.
4. ALL SIGNING FOR TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - LATEST EDITION.
5. ALL UTILITY CUTS IN A ROADWAY SHALL BE SAW CUT AND BACKFILLED WITH MINERAL AGGREGATE BASE COMMONLY REFERRED TO AS PUG MILL. THE BACKFILLING SHALL BE IN LIFTS WITH SUFFICIENT COMPACTION TO PASS 93% OF SOLID ROCK AS DETERMINED BY AASHTO-T99 (APPROXIMATELY 140 P.C.F.) IN A TIMELY MANNER. 4" OF ASPHALTIC BINDER SHALL BE PLACED IN THIS TRENCH BRINGING THE TOP FLUSH WITH THE EXISTING PAVEMENT.
6. REPAIR OF WATERLINE BREAKS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
7. TO COMBAT DUST PROBLEMS, THE CONTRACTOR SHALL INTRODUCE EITHER 1.54 LBS. OF CALCIUM CHLORIDE IN THE FLAKE FORM OR 1.32 LBS. OF CALCIUM CHLORIDE IN THE PELLET FORM TO EACH SQUARE YARD OF ROADWAY WHERE THE ASPHALT HAS BEEN REMOVED. THE CALCIUM CHLORIDE WILL BE THROUGHLY MIXED WITH THE FINAL 3" OF PUG MILL IN THE TRUNCH PRIOR TO COMPACTION. THIS CAN BE SPREAD AS A SOLID OR LIQUID. IF IN THE EVENT THE TRENCH HAS NOT BEEN PATCHED IN 45 CALENDAR DAYS, THE ABOVE PROCESS MUST BE REPEATED. IN ADDITION TO THE CALCIUM CHLORIDE, THE ROADWAY SHOULD BE WATERED TWICE DAILY.
8. UTILITY POLE RELOCATION TO BE DONE BY OTHERS UNLESS SPECIFIED OTHERWISE IN THE CONTRACT.
9. THE ENDS OF ALL LATERALS ARE TO BE MARKED WITH A 2"X2" CREOSOTE OR SALT TREATED STAKE EXTENDING 6" ABOVE THE GROUND AN A MINIMUM OF 4' IN LENGTH, WITH ALSO AN 18" #4 REBAR DRIVEN FLUSH WITH THE GROUND.
10. TYPICALLY, EASEMENT WIDTHS ARE 15' PERMANENT EASEMENTS LOCATED 7.5 EACH SIDE OF THE SEWER CENTERLINE WITH AN ADDITIONAL 10' TEMPORARY CONSTRUCTION EASEMENT LOCATED ADJACENT TO EACH SIDE OF THE PERMANENT EASEMENT. CONTRACTOR IS RESPONSIBLE FOR WORKING WITHIN THE CONSTRAINTS OF THESE EASEMENTS UNLESS SHOWN DIFFERENTLY ON PLANS.
11. THE CITY WILL NO LONGER PURCHASE UNUSED MATERIALS AT THE END OF THE JOB, UNLESS IT IS THE RESULT OF A DEVIATION FROM THE PLAN. THE RESTOCKING COST IS NOT A PAY ITEM.
12. STONE BACKFILL AROUND MANHOLES WILL BE PAID FOR AT 2.04 TONS PER VERTICAL FOOT OF DEPTH.
13. 8" LATERAL PIPE WILL BE PAID FOR BY LINEAL FEET MEASURED FROM THE CENTERLINE OF THE MAIN SEWER TO THE CENTERLINE OF THE CLEANOUT CAP. TEES, WYES, FITTINGS, RISER PIPE, AND CAPS AT THE END OF THE LATERAL PIPE WILL BE PAID AS ONE UNIT (CLEANOUT ASSEMBLY).
14. TRANSDUCERS WILL BE USED IN ALL PUMPING STATIONS INSTEAD OF FLOATS.
15. ANY DAMAGE TO ROADWAY CAUSED BY BLASTING WILL BE REPAIRED AT THE CONTRACTORS EXPENSE.
16. NO FLAT TOP MANHOLES ARE TO BE INSTALLED IN STREETS.
17. IN CONCRETE FORMING, EXPANSION PAPER IS TO BE USED AROUND ALL EXISTING STRUCTURES. THIS COST IS NOT A SEPARATE PAY ITEM, AND WILL BE INCLUDED IN THE COST OF THE CONCRETE.
18. ON SEWERLINES WITH STEEP SLOPES, A MECHANICAL JOINT BEND WILL BE REQUIRED TO CONNECT THE SEWER WITH THE MANHOLE. PAYMENT FOR THIS BEND WILL BE INCLUDED WITH THE MANHOLE AND IS NOT A SEPARATE PAY ITEM.
19. IT IS THE CONTRACTORS RESPONSIBILITY TO CLEAR ALL TREES INSIDE THE PERMANENT EASEMENT AND TO PROTECT ALL TREES POSSIBLE INSIDE THE TEMPORARY CONSTRUCTION EASEMENT.
20. ALL TRENCHES IN ROADWAY ARE TO BE PAVED WITHIN 3 DAYS.
21. PROVIDE EROSION CONTROL AS NECESSARY TO MEET REQUIREMENTS OF THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION. THIS HANDBOOK IS AVAILABLE AT LOCAL T.D.E.C. OFFICE.
22. KEEP CLEARING AND GRUBBING TO NECESSARY MINIMUM FOR GRADING AND PIPELINE INSTALLATION.
23. STAGE CONSTRUCTION IN PHASES AS NECESSARY TO MINIMIZE CLEARED SURFACE AREA EXPOSURE TIME.
24. EROSION CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN. PROPERLY CONSTRUCT AND MAINTAIN THROUGHOUT CONSTRUCTION PERIOD. EROSION AND SEDIMENT CONTROL DEVICES SHOWN ON DRAWINGS ARE MINIMUM REQUIRED. PROVIDE ADDITIONAL EROSION CONTROL APPURTENANCES AS REQUIRED BY LOCAL, STATE, AND FEDERAL REGULATIONS.
25. CHECK EROSION CONTROL MEASURES WEEKLY. CHECK DAILY DURING PROLONGED RAINFALL. REPAIR OR REPLACE AS REQUIRED.
26. PRESERVE VEGETATIVE GROUND COVER UNLESS GRADE WORK IS TO BEGIN WITHIN 15 DAYS.
27. APPLY TEMPORARY SOIL STABILIZATION WITH APPROPRIATE ANNUAL VEGETATION ON AREAS REMAINING UNFINISHED MORE THAN 7 CALENDAR DAYS.
28. INSTALL STAKED AND ENTRENCHED SEDIMENTATION BARRIER ON CONTOUR, AT BASE OF ALL FILLS, CUTS AND STOCKPILES TO MINIMIZE SEDIMENT TRANSPORTATION. TURN ENDS OF SILT FENCING UP HILL TO POND SURFACE WATER. REPLACE OR REPAIR SILT FENCE AT END OF WORK DAY OR PRIOR TO RAIN EVENT.
29. DIVERT ALL SURFACE WATER AWAY FROM CONSTRUCTION USING DIVERSION DITCHES OR OTHER MEANS TO REDUCE EROSION POTENTIAL.
30. PLACE INITIAL EROSION CONTROL MEASURES TO MINIMIZE EROSION POTENTIAL AND TRANSPORT. INSTALL CHECK DAMS AS NECESSARY.
31. USE ONLY CLEAN, HAND PICKED CONTAINING NO SAND, DUST OR ORGANIC MATERIAL.
32. INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL DEVICES IN ACCORDANCE WITH TENNESSEE EROSION CONTROL HANDBOOK, LATEST EDITION.
33. WATER AREAS SUBJECT TO DUST FORMATION TO RETARD DUST AND PREVENT WIND EROSION. INCLUDE COST FOR DUST CONTROL WITHIN BID PRICE FOR EROSION AND SEDIMENT CONTROL.
34. TOPSOIL, SEED, FERTILIZE, AND MULCH ALL NEWLY GRADED AREAS WITHIN 14 DAYS AFTER GRADING ENDS. INSTALL TDOT TYPE 6 EXCELSIOR EROSION CONTROL MATTING AFTER FINAL SEEDING ON SLOPES 3:1 OR GREATER.
35. DO NOT SEED DURING RAINFALL EVENTS OR WHEN HEAVY RAIN IS EXPECTED. DO NOT SEED DURING WINDY WEATHER OR WHEN GROUND SURFACE IS FROZEN, WET, OR OTHERWISE UNSUITABLE. DO NOT PERFORM PERMANENT SEEDING DURING DECEMBER AND JANUARY. TEMPORARY SEEDING MAY BE PERFORMED DURING WINTER MONTHS WITH EXPECTATIONS THAT ADDITIONAL SEEDING IS REQUIRED IN SPRING.
36. PLACE MINIMUM OF 4" OF TOPSOIL AND SEED ON ALL NEWLY GRADED EARTHEN AREAS. MACHINE TRACK AND HYDROSEED ALL AREAS. AT A MINIMUM, APPLY KENTUCKY 31 FESCUE AT A RATE OF 3 LBS. PER 1,000 S.F. AND ANNUAL RYE AT A RATE OF 3 LBS. PER 1,000 S.F.
37. PLACE A MINIMUM OF 2" OF AGGREGATE BASE COURSE TO STABILIZE ROADWAY SECTIONS.
38. ALL STORM SEWER STRUCTURES SHALL BE NPDES II COMPLIANT AND MARKED "DUMP NO WASTE/DRAINS TO WATERWAY".
39. SILT FENCING AND OTHER SEDIMENT AND EROSION CONTROL MEASURES SHALL BE PLACED WHERE NECESSARY AND AS REQUIRED BY THE PROJECT MANAGER TO CONTROL SEDIMENTS. THIS IS INCIDENTAL TO THE WORK AND IS NOT A PAY ITEM.
40. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL IMPACT THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED "AROUND" UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND CLEAR CUTTING IS NECESSARY FOR A UTILITY RELOCATION. ANY ADDITIONAL COST WILL BE INCLUDED IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.
41. MANHOLE, VALVE, & METER RISER RINGS SHALL BE MADE FROM A HIGH PERFORMANCE COPOLYMER POLYPROPYLENE AS MANUFACTURED BY TURNER COMPANY. THE RINGS SHALL BE INSTALLED PER THE TURNER-HALL METHOD. THE MAXIMUM HEIGHT OF RINGS SHALL BE 2" CONCRETE DOUGHNUTS SHALL NOT BE STACKED HIGHER THAN 10".
42. SIDEWALK REPLACEMENT: WHEN EXISTING SIDEWALKS ARE ALTERED, ADA REQUIREMENTS SHALL BE MET. ANY EXISTING SIDEWALK THAT TOUCHES THE ROADWAY AND IS ALTERED SHALL BE REPLACED BY AN ADA COMPLIANT RAMP. DETAILS ARE INCLUDED IN THE CITY OF KINGSPORT CONSTRUCTION SPECIFICATIONS. ANY SUCH RAMPS WILL BE PAID AT THE SAME UNIT PRICE AS ALL OTHER SIDEWALKS.

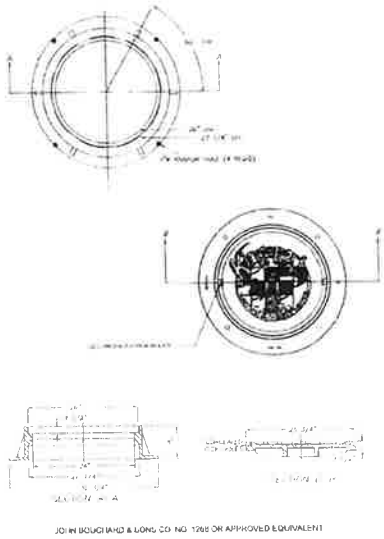


NOTES
1. PROJECT SIGN SHALL BE CONSTRUCTED OF 4' X 8' SHEET OF PLYWOOD
2. EXACT LETTERING TO BE DETERMINED AFTER CONTRACT IS LET

1 TYPICAL PROJECT SIGN DETAIL
NOT TO SCALE

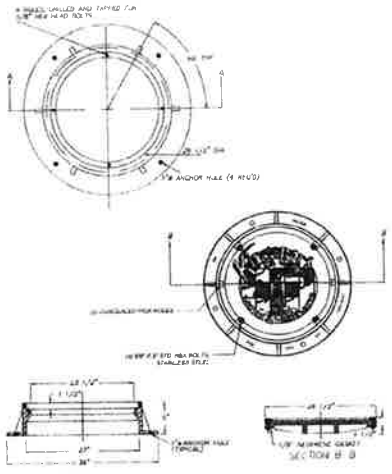


2 TEE MANHOLE AND CONCRETE ENCASEMENT



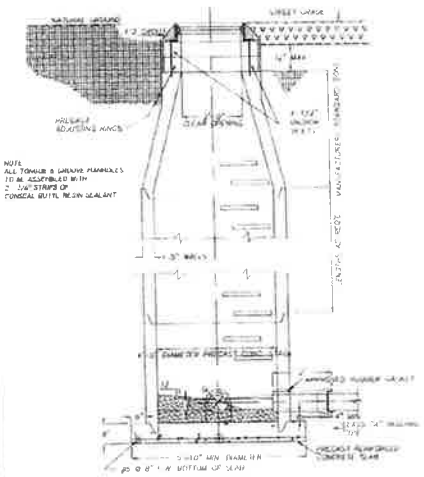
JOHN BOUCHARD & SONS CO. NO. 1266 OR APPROVED EQUIVALENT

3 TYPE "A" (STANDARD) MANHOLE FRAME AND COVER

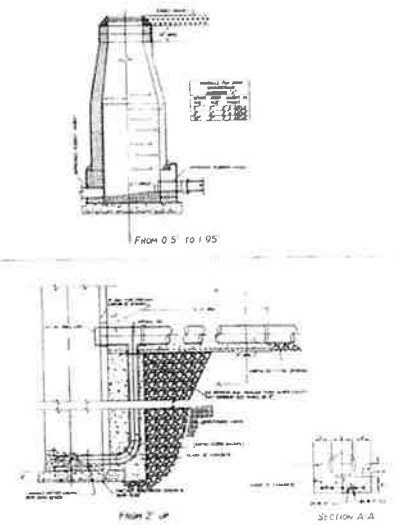


JOHN BOUCHARD & SONS CO. NO. 1266 OR APPROVED EQUIVALENT

6 TYPE "B" (WATERTIGHT) MANHOLE FRAME AND COVER
NOT TO SCALE



7 4' DIAMETER PRECAST CONCRETE MANHOLE
NOT TO SCALE



8 DROP MANHOLE CONNECTION
NOT TO SCALE

G S & P
Design Services For The Built Environment
Atlanta Birmingham
Charlotte Cincinnati
Columbus Dallas
Fort Lauderdale
Knoxville Jackson
Jacksonville Louisville
Memphis Nashville
Richmond Tampa
GRESHAM SMITH AND PARTNERS

CONSTRUCTION PLANS
Kingsport
CITY OF KINGSPORT

REEDY CREEK TRUNK SEWER IMPROVEMENTS

KINGSPORT, TENNESSEE
APRIL 2015

ERIC B. GAMBLE
REGISTERED
No. 102439
STATE OF TENNESSEE

REVISION

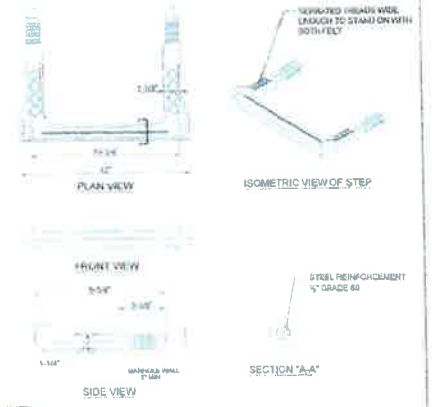
No.	Date	Revision

CSX7704300

C23.0
CONSTRUCTION NOTES AND DETAILS

ISSUED FOR PERMITTING - NOT FOR CONSTRUCTION

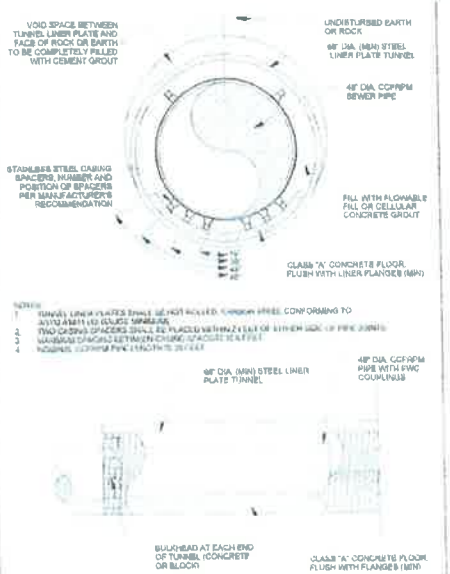
Exhibit A



NOTES

1. COPOLYMER POLYPROPYLENE PLASTIC STEP SHALL BE PLACED A MINIMUM OF 1'-0" C-C IN ALL STRUCTURES WITH A DEPTH 4'-0" OR GREATER UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL STEPS SHALL PROTRUDE 6" FROM INSIDE FACE OF STRUCTURE WALL.
3. STEPS SHALL WITHSTAND A MINIMUM LOAD OF 250 POUNDS WHEN APPLIED 6" FROM THE FACE OF THE SUPPORT
4. STEPS TO BE VERTICALLY ALIGNED AND UNIFORMLY SPACED FOR THE ENTIRE DEPTH OF THE STRUCTURE.
5. IN PRECAST UNITS STEPS MAY BE CAST IN PLACE OR MORTARED INTO HOLES PROVIDED BY THE FABRICATOR.
6. STEPS DIFFERING IN DIMENSIONS, CONFIGURATIONS, OR MATERIALS MAY ALSO BE USED PROVIDED THEY MEET THE MINIMUM REQUIREMENTS SHOWN HEREON AND THE CONTRACTOR HAS FURNISHED THE ENGINEER WITH DETAILS AND CERTIFIED TEST REPORTS OF THE PROPOSED SUBSTITUTE AND HAS RECEIVED WRITTEN APPROVAL FROM THE ENGINEER FOR THE USE OF SUCH STEPS
7. MATERIALS OF CONSTRUCTION AND METHOD OF INSTALLATION SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND ASTM C-478

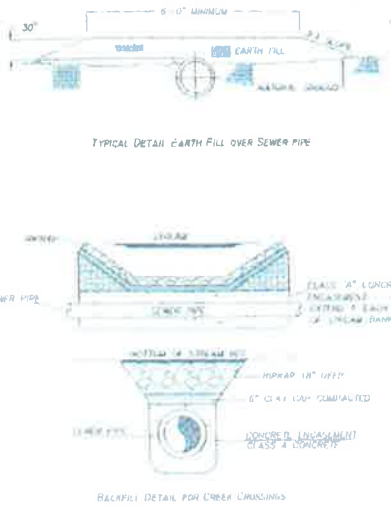
1 MANHOLE STEPS



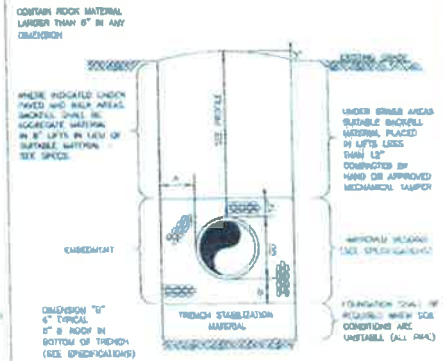
NOTES

1. TUNNEL LINER PLATES SHALL BE HOT ROLLED, CARBON STEEL CONFORMING TO ASTM A569 (1) GRADE MINIMUM.
2. TWO CASING SPACERS SHALL BE PLACED WITHIN 2 FEET OF EITHER SIDE OF PIPE JOINTS.
3. MAXIMUM SPACING BETWEEN CHAINS OF SPACERS IS 8 FEET.
4. NOMINAL CCFRPM PIPE LENGTH IS 20 FEET.

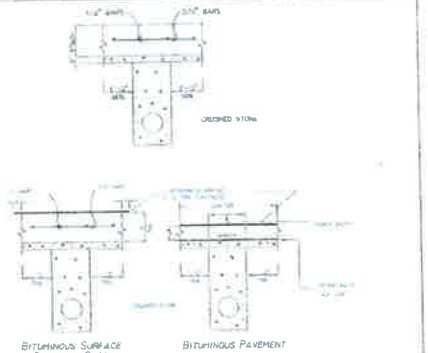
2 TUNNEL LINER PLATE



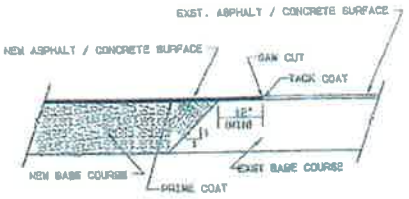
3 BACKFILL DETAILS OVER SEWER PIPE



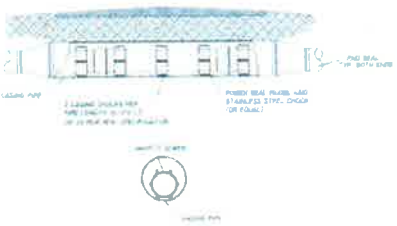
4 TRENCH DETAIL FOR GRAVITY PIPES



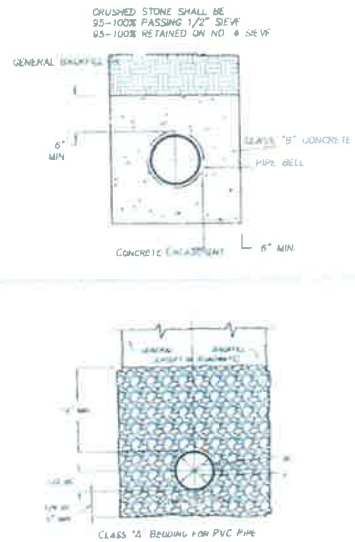
5 OPEN CUT TRENCHING, BACKFILLING, AND REPLACEMENT



6 PAVEMENT TRANSITION DETAIL



7 GRAVITY SEWER INSIDE STEEL CASING AT ROAD CROSSING



8 PVC BEDDING; CONCRETE ENCASEMENT

G S & P

Design Services For The Built Environment

Atlanta Birmingham Charlotte Cincinnati Columbia Dallas Fort Lauderdale Asheville Jackson Jacksonville Louisville Memphis Nashville Richmond Tampa

GRESHAM SMITH AND PARTNERS

Kingsport
CITY OF KINGSPORT

REEDY CREEK TRUNK SEWER IMPROVEMENTS

REVISION

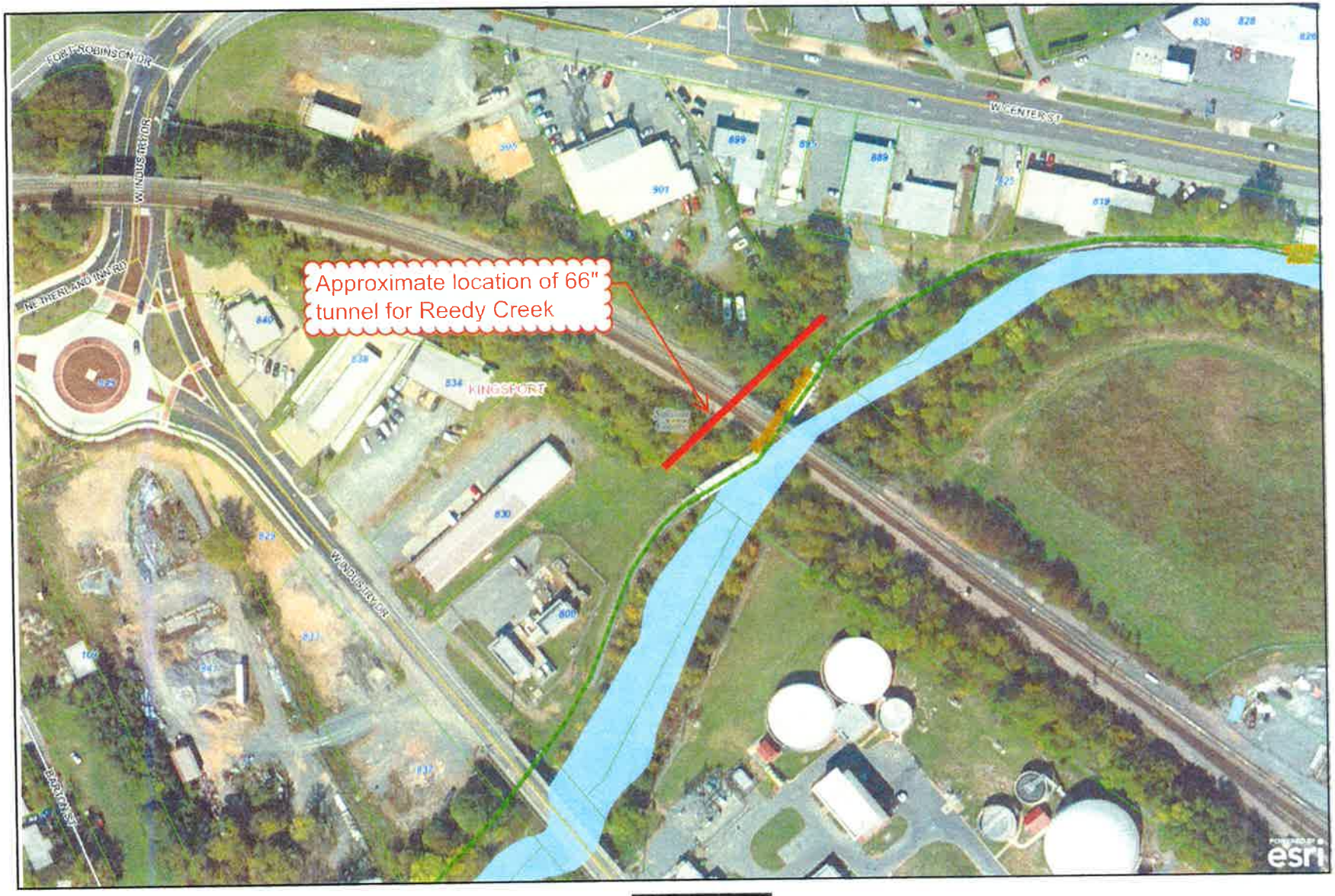
CSX770437

C24.0
CONSTRUCTION DETAILS

ISSUED FOR PERMITTING AND CONSTRUCTION

03/31/2015

CSX Crossing for Reedy Creek Trunk Sewer



The City of Kingsport uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on interpretation of interpolation, incomplete while being created or revised, etc. The City of Kingsport reserves the right to correct, update, modify, or replace GIS products without notification. The City of Kingsport cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City-furnished data, and indemnifies the City of Kingsport, shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

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KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2015-2016 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-136-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:
Approve the Resolution.

Executive Summary:
The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2015-2016 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

Attachments:
1. Resolution
2. Supplemental Information
3. Agreements

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2015-2016 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2014-2015 benefiting the general welfare of city residents with the Kingsport ARTS (Arts Council of Greater Kingsport); Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Art Guild; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; Sullivan County-Kingsport-Bluff City Animal Control Center; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program and the Healthy Kingsport Program.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2014-2015 benefiting the general welfare of City of Kingsport residents with the Kingsport ARTS (Arts Council of Greater Kingsport); Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Art Guild; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; Sullivan County-Kingsport-Bluff City Animal Control Center; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program and the Healthy Kingsport Program.

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2015-2016 budget.

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 2nd day of June, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Supplemental Information – AF-136-2015

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2015-2016 benefiting the general welfare of City of Kingsport residents:

- Kingsport ARTS (Arts Council of Greater Kingsport)
- Children's Advocacy Center of Sullivan County
- Downtown Kingsport Association
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Holston Business Development Center
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program
- Kingsport Art Guild
- Kingsport Ballet (DANCE CO. Program)
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program
- Kingsport Theatre Guild
- Sullivan County-Kingsport-Bluff City Animal Control Center
- Symphony Of The Mountains
- Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program
- Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (KOSBE)
- Healthy Kingsport

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

KingsportARTS

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the KingsportARTS.

W I T N E S S E T H:

WHEREAS, KingsportARTS is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 *et seq*., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 *et seq*. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KingsportARTS will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KingsportARTS with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KingsportARTS.

2. **DESCRIPTION OF THE PROJECT.**

KingsportARTS agrees as follows:

A. To serve as an umbrella for local arts organizations providing arts advocacy, cultural leadership, services and programs for Kingsport and the surrounding areas.

B. To continue to develop, maintain, and expand cultural programs, activities and opportunities for the adults and children of the community on a year round basis.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KingsportARTS under this Agreement will not exceed SIX THOUSAND THREE HUNDRED DOLLARS ($6,300).

4. **REQUEST FOR REIMBURSEMENT.** KingsportARTS will bill CITY for payment of funds after July 1, 2015, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. KingsportARTS will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KingsportARTS with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of KingsportARTS fiscal year for which operating assistance is provided, KingsportARTS will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for KingsportARTS fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KingsportARTS will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KingsportARTS further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** KingsportARTS will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written

notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KingsportARTS will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED DOLLARS ($6,300).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KingsportARTS will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** KingsportARTS hereby assures CITY that KingsportARTS is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** KingsportARTS will provide any relevant information requested by CITY concerning KingsportARTS United Arts Fund grants to third parties.

14. **PROJECT TERM.** CITY and KingsportARTS have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to KingsportARTS can be used to reimburse KingsportARTS for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** KingsportARTS will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KingsportARTS assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** KingsportARTS relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KingsportARTS is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KingsportARTS nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KingsportARTS, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** KingsportARTS will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KingsportARTS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KingsportARTS and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KingsportARTS and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KingsportARTS

_____

President

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

W I T N E S S E T H:

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.

2. DESCRIPTION OF THE PROJECT.

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

3. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS ($5,400).

4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of CHILDREN'S CENTER fiscal year for which operating assistance is provided, CHILDREN'S CENTER will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for CHILDREN'S CENTER fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED

DOLLARS ($5,400).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to

or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN'S CENTER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN'S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY, INC.

_____

Executive Director

CITY OF KINGSPORT

_____

Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

DOWNTOWN KINGSPORT ASSOCIATION
"CENTRAL BUSINESS DISTRICT PROJECT"

THIS AGREEMENT made and entered into as of this ____ day of July, 2015, by and between the City of Kingsport, hereafter called "CITY" and the Downtown Kingsport Association, hereafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.

2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:

   A. Implement the City's policy and objectives for and in downtown Kingsport.

   B. Maintain Main Street certification and implement the Main Street action program.

   C. Undertake a marketing program for downtown Kingsport, which should include:

1. Providing a printed guide to downtown;

2. Creating and maintaining a website promoting downtown; and

3. Partnering with other entities tasked with promoting Kingsport (e.g. work closely with KCVB and the Chamber to develop & promote activities that attract visitors, encourage overnight/weekend stays).

D. Become the point of education for downtown stakeholders by conducting workshops for business and property owners about facade grants and other incentive programs, like Tax Increment Financing and provide supporting reasons to consider such incentives.

E. Serve as the contracting entity for the Downtown Concert Series.

F. Produce events that promote downtown, including by way of example:

1. Christmas lighting and provide storage and annual maintenance and refurbishment of holiday street light decorations, including any painting, taping, rewiring and re-building of each decoration

2. Fall for Downtown Kingsport;

3. Black Friday;

4. Halloween; and

5. July 4.

G. Operate a Welcoming Committee to facilitate the creation and success of new business ventures in downtown including becoming the point of information for topics related to downtown which should include meeting with potential business owners and developers to provide:

1. a thorough presentation of downtown advantages such as available grants, past incentive packages, available properties and their general costs, Tax Increment Financing, overview of the businesses currently downtown, value placed on arts, culture and history, discussion of community partnerships available to ensure their business' success (marketing through the Chamber, KCVB, etc.);

2. a one-half hour to one hour guided tour, as needed; and

3. leave behind collateral about downtown including contact information for key persons/organizations to assist in their decision making process.

H. Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed ONE HUNDRED AND SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($117,500.00). Twenty Nine Thousand Three Hundred and Seventy-Five and NO/100 dollars ($29,375.00) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. Twenty Nine Thousand Three Hundred and Seventy-Five and NO/100 dollars ($29,375.00) will be paid to the ASSOCIATION on October 1, 2015; Twenty Nine Thousand Three Hundred and Seventy-Five and NO/100 dollars ($29,375.00) will be paid to the ASSOCIATION on January 1, 2016; and Twenty Nine Thousand Three Hundred and Seventy-Five and NO/100 dollars ($29,375.00) will be paid to the ASSOCIATION on April 1, 2016.

4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 2, 2017.

5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of ASSOCIATION's fiscal year for which operating assistance is provided, ASSOCIATION will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for ASSOCIATION's fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed $117,500.00.

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen at a public meeting to describe the results of the project.

16. **INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

DOWNTOWN KINGSPORT ASSOCIATION

_____
SHERRI MOSLEY
Executive Director

CITY OF KINGSPORT

_____
Mayor

ATTEST:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

W I T N E S S E T H:

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.

2. **DESCRIPTION OF THE PROJECT.**
FTDD agrees as follows:

   A. To be a liaison for local governments and state and federal governments.

   B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination

functions and technical assistance.

C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed FOUR THOUSAND THREE HUNDRED DOLLARS ($4,300).

4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FTDD fiscal year for which operating assistance is provided, FTDD will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for FTDD fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FOUR THOUSAND THREE HUNDRED DOLLARS ($4,300).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REP0RTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any

damage to the person(s), or property(ies) of FTDD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

FIRST TENNESSEE DEVELOPMENT DISTRICT

_____

Executive Director

CITY OF KINGSPORT

_____

Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE FIRST TENNESSEE HUMAN RESOURCE AGENCY

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

W I T N E S S E T H:

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.

2. **DESCRIPTION OF THE PROJECT.**

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.
- Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.
- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND EIGHT HUNDRED DOLLARS ($9,800).

4. **REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FIRST TENNESSEE fiscal year for which operating assistance is provided, FIRST TENNESSEE will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for FIRST TENNESSEE fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND EIGHT HUNDRED DOLLARS ($9,800).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

FIRST TENNESSEE HUMAN RESOURCE AGENCY

_____

Director

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE,

AND

HOLSTON BUSINESS GROUP
SMALL BUSINESS INCUBATOR PROGRAM

THIS AGREEMENT made and entered into as of the 1st day of July, 2015, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

W I T N E S S E T H:

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

This Agreement will be for a term of twelve (12) months commencing July 1, 2015 through June 30, 2016, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016, without its written consent.

II. SCOPE OF WORK.

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

III. MONITORING AND REPORTING REQUIREMENTS.

HOLSTON will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March HOLSTON will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by HOLSTON toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, HOLSTON will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

A. CITY will pay HOLSTON Twenty Seven Thousand and NO/100 ($27,000) dollars annually for services provided under this Agreement as described in Section II Scope of Work.

B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2015; October 1, 2015; January 1, 2016; and April 1, 2016).

C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

D. The final determination of the amount subject to reimbursement under the terms of

this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.

E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and

written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. ASSURANCES.

HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.

XII. REPORTING.

HOLSTON will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement.

The remainder of this page is left intentionally blank.

Signature page for the Agreement between the City of Kingsport, Tennessee and Holston Business Group for Small Business Incubator Program.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

HOLSTON BUSINESS GROUP

_____
President

ATTEST:

By: _____

CITY OF KINGSPORT, TENNESSEE

ATTEST:

_____
JAMES H. DEMMING
City Recorder

_____
Mayor

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BETWEEN THE CITY OF KINGSPORT, TENNESSEE, AND THE HOLSTON BUSINESS GROUP FOR THE SMALL BUSINESS INCUBATOR PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted: 21

2. Total employment of assisted start-ups: 35

3. Announced capital investment: $910,000.00

4. "Graduation" rate (the number of businesses that leave the incubator and locate in Kingsport): 4%

5. Jobs created: 37

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE KINGSPORT CHAMBER FOUNDATION
"KEEP KINGSPORT BEAUTIFUL PROGRAM"

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereafter called "CITY" and, the Kingsport Chamber Foundation hereafter called "FOUNDATION".

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.

2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.

- Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
- Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
- Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
- Involving the community with the annual Great American Cleanup.

- Beautification of the environs.
  - Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
  - Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.

- Promotion of recycling.

- Promotion of environmental improvements.

- Increase public awareness through education and promotion.
  - Coordinating the annual Conservation Camp for 4th graders.
  - Maintaining the Environmental Reading program and other educational programs.

- Recognition of excellence in environmental and beautification improvements.
  - Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
  - Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY TWO THOUSAND THREE HUNDRED DOLLARS and NO/100 ($42,300.00).

4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY-ONE THOUSAND ONE HUNDRED FIFTY DOLLARS and no/100 ($21,150.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY.

FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FOUNDATION'S fiscal year for which operating assistance is provided, FOUNDATION will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for FOUNDATION'S fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT CHAMBER FOUNDATION

_____
MILES BURDINE
Secretary

ATTEST:

By: _____
ROBIN CLEARY
Director, Keep Kingsport Beautiful

CITY OF KINGSPORT

_____
Mayor

ATTEST:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM;

_____
J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

KINGSPORT ART GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Art Guild, hereinafter called "GUILD".

W I T N E S S E T H:

WHEREAS, GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist GUILD with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by GUILD.

2. **DESCRIPTION OF THE PROJECT.**

GUILD agrees as follows:

A. To provide opportunities to the community to study, practice, and exhibit the visual arts.

B. To promote and improve interest in the arts to the general public.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to GUILD under this Agreement will not exceed ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800.00).

4. **REQUEST FOR REIMBURSEMENT.** GUILD will bill CITY for payment of funds after July 1, 2014, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of GUILD fiscal year for which operating assistance is provided, GUILD will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for GUILD fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event

of such termination, GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** GUILD hereby assures CITY that GUILD is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** GUILD will provide any relevant information requested by CITY concerning GUILD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and GUILD have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to GUILD can be used to reimburse GUILD for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by GUILD, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to

or death of persons, or damage to property as a result of, arising out of, or in any manner connected with GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT ART GUILD

_____

President

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE KINGSPORT BALLET
"DANCE CO."

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

W I T N E S S E T H:

WHEREAS, KINGSPORT BALLET is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.

2. **DESCRIPTION OF THE PROJECT.**

KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLET under this Agreement will not exceed FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500).

4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLET will bill CITY for payment of funds after July 1, 2015, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. KINGSPORT BALLET will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLET with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of KINGSPORT BALLET fiscal year for which operating assistance is provided, KINGSPORT BALLET will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for KINGSPORT BALLET fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLET will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLET further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLET will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLET will be entitled to receive just and equitable

compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLET will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** KINGSPORT BALLET hereby assures CITY that KINGSPORT BALLET is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** KINGSPORT BALLET will provide any relevant information requested by CITY concerning KINGSPORT BALLET's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and KINGSPORT BALLET have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to KINGSPORT BALLET can be used to reimburse KINGSPORT BALLET for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** KINGSPORT BALLET will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT BALLET assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLET'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLET is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLET nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLET, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** KINGSPORT BALLET will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLET'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLET and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLET and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT BALLET

_____

President

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY
"REDEVELOPMENT PROGRAM"

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

W I T N E S S E T H:

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City's Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.

2. **DESCRIPTION OF THE PROJECT.**

KHRA agrees as follows:

A. To provide the City of Kingsport with Redevelopment Program administrative services including data collections, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical assistance.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed THIRTY- THREE THOUSAND EIGHT HUNDRED DOLLARS ($33,800).

4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement shall be based on an audit conducted by or acceptable to CITY. KHRA shall permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records shall be retained for this purpose for a period of not less than three years. Subsequent to the close of KHRA fiscal year for which operating assistance is provided, KHRA shall furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which shall include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for KHRA fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed THIRTY- THREE THOUSAND EIGHT HUNDRED DOLLARS ($33,800).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2015. In no event shall CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KHRA, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance,

social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY

_____

TERRY CUNNINGHAM
Executive Director

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

KINGSPORT THEATRE GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

W I T N E S S E T H:

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide "Youth Series" productions targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

2. **DESCRIPTION OF THE PROJECT.**

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2015-2016 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500).

4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2014, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of THEATRE GUILD fiscal year for which operating assistance is provided, THEATRE GUILD will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for THEATRE GUILD fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable

compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind

or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT THEATRE GUILD

_____

President

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

CITY OF KINGSPORT, TENNESSEE

AND

SULLIVAN COUNTY–KINGSPORT-BLUFF CITY ANIMAL CONTROL CENTER, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the Sullivan County-Kingsport-Bluff City Animal Control Center, Inc., hereinafter called "CENTER".

W I T N E S S E T H:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and

WHEREAS, except for a Lease between the parties concerning the real property on which the CENTER building is located, CITY and CENTER wish to substitute this written agreement for any previous written Agreement or agreements between the parties, it is, therefore, understood by and between the parties that any such previous agreements will be terminated at the time of the execution of this Agreement and that the relationship of the parties will hereafter be governed by the terms of this Agreement; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

SECTION 2. DESCRIPTION OF THE PROJECT.

CENTER agrees as follows:

A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.

B. Maintain regular hours of operation at its premises, such hours being open to the public at a minimum of four (4) hours per weekday in the afternoon, and four (4) hours on weekends, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, or other unusual occurrences.

C. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement.

D. Provide and be responsible for at least one trained assistant to be present with the Manager at all times during the operation of the Animal Control/Shelter Program. At least two trained assistants, paid or volunteer, will be present to assist the public when the shelter is open to the public and the Manager is not on duty.

E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.

F. Admit animals to the facility on a daily basis, except on those holidays when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for CITY Animal Control Officers for after-hours or emergency admissions to the shelter.

G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes. When Animal Control Officers are unavailable, CENTER may release to owners making a claim, any animal placed in the shelter by Animal Control Officers, provided that the owner completes a form, provided by CITY, which states their ownership, their name and address, and is signed by them. Said completed form will be forwarded to the Animal Control Officers for follow-up prosecution of violations of animal control laws. Exception: Animal Control Officers may require CENTER to hold animals until the owner makes personal contact with the Animal Control Officer in regard to aggravated offenders when the previous procedure has proven inadequate in identification and prosecution of habitual offenders of animal control laws.

H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.

I. Maintain an animal lost and found service.

J. Maintain appropriate administrative records.

K. Prepare a monthly administrative report for CITY which will include the following information: number of animals placed at the shelter in the month, number of adoptions, number of animals reclaimed by owners, number of animals euthanized, number of injured animals picked up, number of animals remaining at the shelter, and all monetary transactions for the month. In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY.

L. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).

M. Provide information on animals brought to the shelter to a newspaper of general circulation within city.

N. Encourage adoption through appropriate news media, including "Pet of the Week"

features, stories and interviews.

O. Provide for the training of assistants to work at the shelter.

P. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES.

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

A. CENTER will pay for all food for the animals in the program.

B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.

C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.

D. CENTER will perform, and bear the expense for all euthanasia and CITY will assume responsibility for final disposal of animals. CENTER will establish a standard time and date for euthanized animal pick-ups.

E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.

F. CITY will bear expense of all wild animals captured in the corporate limits of CITY brought to the shelter for euthanasia or veterinary services. The CENTER will be responsible for domesticated animals.

G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. At the end of ten (10) full days, CENTER will euthanize the animals unless, in some instances, the animals are of good breeding, character, non-violent and in good health, and the CENTER can show justification to the Chief of Police or his designee, the animal can be held for an extended period thereafter determined by an agreement between

CENTER and the Kingsport Police Department for the purpose of adoption but not to exceed a total period of three weeks (21 days). The decision to hold animals of this nature will only be merited on space availability. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately destroyed following the waiting period or upon meeting the requirements of City Ordinance 14-96 be destroyed immediately.

SECTION 4. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed TWO HUNDRED AND FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS ($215,800.00). The payment will be made on July 1, 2015.

SECTION 5. PAYMENT BY CITY.

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 6. AUDITS.

It is understood and agreed that all funds derived by CENTER from the operation of the Animal Control/Shelter Program will be retained by CENTER, except fines and court costs for violations of City Ordinance, which will be retained by CITY. Fines from State Courts will be distributed according to T.C.A. section 39-14-210(d). CENTER may set adoption and reclamation fees at its discretion. CENTER expressly agrees to submit to CITY, on an annual basis, an independent audit of CENTER's expenditures and revenues and any changes in financial position for CENTER fiscal year incurred during CITY's fiscal year. CITY will have the right and authority to make any investigation or inspection of the property, equipment, work, materials, payrolls, items utilized by CENTER in its daily operation of the Animal Control/Shelter Program, and to inspect the books of CENTER at all reasonable times upon proper notice.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

SECTION 8. LIABILITY.

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

A. CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement

SECTION 10. INDEPENDENT CONTRACTOR.

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing

by CENTER, or it employees or agents.

SECTION 11. CHANGES.

This Agreement may be amended only by a written instruments signed by properly authorized representatives of CITY and CENTER.

SECTION 12. ASSIGNMENT AND SUBLETTING.

CENTER may not assign this Agreement without the express written consent of CITY.

SECTION 13. TERMINATION.

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 15. ASSURANCES.

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

SECTION 16. OPERATING INFORMATION.

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

SECTION 17. PROJECT TERM.

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

SECTION 18. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties, except for a lease between the parties concerning the real property on which the CENTER building is located, and

except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

CITY OF KINGSPORT, TENNESSEE

_____
Mayor

ATTEST:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY
City Attorney

SULLIVAN COUNTY-KINGSPORT-BLUFF CITY ANIMAL CONTROL CENTER, INC.

_____
Printed Name: _____
Title: _____

_____
Secretary

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

SYMPHONY OF THE MOUNTAINS

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

W I T N E S S E T H:

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.

2. **DESCRIPTION OF THE PROJECT.**

   SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500).

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to

be paid by CITY to SYMPHONY under this Agreement will not exceed FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2015, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of SYMPHONY fiscal year for which operating assistance is provided, SYMPHONY will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for SYMPHONY fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FOUR THOUSAND FIVE HUNDRED

DOLLARS ($4,500).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner

connected with SYMPHONY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

SYMPHONY OF THE MOUNTAINS

_____

Title: _____

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE KINGSPORT CHAMBER FOUNDATION, INC.
"MOVE TO KINGSPORT PROGRAM"

THIS AGREEMENT made and entered into as of the 1st day of July, 2015, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

W I T N E S S E T H:

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

The term for this Agreement is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses

incurred after June 30, 2016.

II. SCOPE OF WORK.

A. The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.

B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.

C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.

D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.

E. Accordingly the CHAMBER agrees:

1. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and

2. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and

3. To provide some or all of the following, as needed:

   - Maintain a dedicated internet web site (movetokingsport.com) to recruit people to move to Kingsport.
   - Establish and implement a marketing plan to promote said web site.
   - Enhance, expand and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
   - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.
   - Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

III. MONITORING AND REPORTING REQUIREMENTS.

CHAMBER will provide CITY with annual written reports delivered by the third Monday in February where CHAMBER will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the report and present an update. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

A. CITY will pay CHAMBER Forty Nine Thousand Five Hundred Dollars ($49,500.00) for the term of this agreement for services provided as described in Section II Scope of Work.

B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

C. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of CHAMBER's fiscal year for which operating assistance is provided, CHAMBER will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for CHAMBER's fiscal year.

D. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds

provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CHAMBER will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

A. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed Forty Nine Thousand Five Hundred Dollars ($49,500.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

XII. ASSURANCES.

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

XIII. INDEPENDENT CONTRACTOR. CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or their employees or agents.

XIV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

KINGSPORT CHAMBER FOUNDATION, INC.

_____

MILES BURDINE
President and CEO

_____

LEA ANN RASAR
Director, Move To Kingsport

CITY OF KINGSPORT, TENNESSEE

ATTEST:

_____
JAMES H. DEMMING
City Recorder

_____
Mayor

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE MOVE TO KINGSPORT PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of relocation requests received and served by the Chamber.
   Source: Annual survey of prospects

   For the period of 7/01/13 – 6/01/14 we received

   Approximately 2,517 direct inquiries through walk-ins, phone ins, and M2K website inquiries

2. Number of "unique visitors" on the movetokingsport.com web site.

   7/01/13-6/01/14
   8,464 unique visitors

3. Number of newcomers as evidenced by water taps.

   7/01/13-6/01/14
   1,285 families

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE KINGSPORT CHAMBER FOUNDATION
"SMALL BUSINESS DEVELOPMENT
AND ENTREPRENEURSHIP PROGRAM

THIS AGREEMENT made and entered into as of the 1st day of July, 2015, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "FOUNDATION".

W I T N E S S E T H:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that FOUNDATION be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the FOUNDATION is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

The term for this Agreement is from July 1, 2014 to June 30, 2015. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2014. In no event will CITY participate in project expenses incurred after June 30, 2015.

II. SCOPE OF WORK.

A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship.

B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by FOUNDATION with input from CITY and other members of the small business community.

C. FOUNDATION will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.

D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.

E. Under separate agreement, FOUNDATION may manage the small business incubator program.

F. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by FOUNDATION pursuant to this Agreement. Accordingly the FOUNDATION agrees:

1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and

2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and

3. To provide some or all of the following, as needed:

- Establish an education course in entrepreneurship—"School of Entrepreneurship-Small Business University" . . .Celebrate both success and failure to encourage risk taking
- Establish a pool of funds (loans, grants, venture capital)
- Expand the Business Advisory Panel. Make it available to more businesses. (Make it mandatory for those who receive a loan, grant, venture capital)
- Establish incentives program
- Continue seminars & training opportunities
- Live Here. Play Here. Shop Here. Dine Here. "Shop Here First Program"
- Establish a database of goods and services available and / or needed locally—Business-to-Business
- Create an environment that makes Kingsport the location of choice for healthcare providers
- Link to Holston Business Development Center
- Link to FOUNDATION networking opportunities
- Link to local business parks and retail/commercial locations
- Link to KHRA for redevelopment opportunities
- Link to developers
- Link to government agencies (especially city)
- Link to KEDP
- Solicit and address concerns/problems from existing businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development.
- Maintain a working knowledge of available state / federal programs that can assist small business
- Link to grant writers as appropriate (Critical for technology-based businesses)
- Link to Sullivan County Economic Development Partnership
- Link to tourism (KCVB & NETTA)
- Link to First Tennessee Development District
- Link to Northeast Tennessee Tech Council
- Recruit people to start businesses in Kingsport (Local, national & international)
- Create positive attitude for doing business in Kingsport
- Continue lobbying local, state & federal officials for the benefit of small business
- Develop program for employee recruiters (Program will be similar to one developed for physicians)
- Continue *Kingsport Times-News* Small Business Start-up Contest
- Emphasize Ribbon Cuttings / Groundbreakings
- Expand program that helps businesses recruit key employees

III. MONITORING AND REPORTING REQUIREMENTS.

FOUNDATION will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March FOUNDATION will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by FOUNDATION toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, FOUNDATION will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

A. CITY will pay FOUNDATION Ninety-Nine Thousand and NO/100 Dollars ($99,000.00) annually for services provided under this Agreement as described in Section II Scope of Work.

B. CITY will pay the FOUNDATION Twenty Four Thousand Seven Hundred Fifty Dollars and NO/100 ($24,750.00) on July 1, 2015 and payments of Twenty Four Thousand Seven Hundred Fifty Dollars and NO/100 ($24,750.00) on October 1, 2015, January 1, 2016, and April 1, 2016, provided the agreement is not otherwise terminated.

C. FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 ($25,000-$50,000) dollars from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.

D. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

E. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FOUNDATION will permit CITY or its representatives to inspect all work, materials,

payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FOUNDATION's fiscal year for which operating assistance is provided, FOUNDATION will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for FOUNDATION's fiscal year.

F. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The FOUNDATION will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. FOUNDATION will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

FOUNDATION will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

A. FOUNDATION will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, FOUNDATION will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed Ninety-Nine Thousand and NO/100 Dollars ($99,000.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. FOUNDATION designates the Corporate Secretary as its representative for this Agreement. FOUNDATION will provide any relevant information requested by CITY concerning the small business program of FOUNDATION, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of FOUNDATION, and will be entitled to attend all meetings of FOUNDATION, and participate on all issues before the Board.

XII. ASSURANCES.

FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

XIII. REPORTING.

FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

XIV. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or their employees or agents.

XV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

KINGSPORT CHAMBER FOUNDATION, INC.,

_____

MILES BURDINE
Secretary

_____

AUNDREA WILCOX
Executive Director, Kingsport Office of Small Business Development & Entrepreneurship

CITY OF KINGSPORT, TENNESSEE

ATTEST:

_____

JAMES H. DEMMING
City Recorder

_____

Mayor

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA FOUNDATION OF COMMERCE, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted: 6
   Source: Prospect Management

2. Total employment of assisted start-ups: 319
   Source: Annual survey of prospects

3. Total gross receipts of assisted start-ups: no information available
   Source: City Finance Department

4. Announced Capital Investment: $959,000

5. Survival Rate: 10%

6. Jobs Creation: 32

7. Number of Businesses using Advisory Panel: 131

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

HEALTHY KINGSPORT

THIS AGREEMENT made and entered into as of this 1st day of July, 2015, by and between the City of Kingsport, hereinafter called "CITY", and the Healthy Kingsport, hereinafter called "HEALTHY KINGSPORT".

W I T N E S S E T H:

WHEREAS, HEALTHY KINGSPORT is a non-profit charitable organization as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, HEALTHY KINGSPORT will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist HEALTHY KINGSPORT with funds and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by HEALTHY KINGSPORT.

2. **DESCRIPTION OF THE PROJECT.**

   HEALTHY KINGSPORT will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. HEALTHY KINGSPORT will provide reports on its implementation and progress of the project when and in the format requested by the city.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to HEALTHY KINGSPORT under this Agreement will not exceed FIFTY FOUR THOUSAND DOLLARS ($54,000).

4. **REQUEST FOR REIMBURSEMENT.** HEALTHY KINGSPORT will bill CITY for payment of funds after July 1, 2015, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HEALTHY KINGSPORT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HEALTHY KINGSPORT with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HEALTHY KINGSPORT fiscal year for which operating assistance is provided, HEALTHY KINGSPORT will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for HEALTHY KINGSPORT fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** HEALTHY KINGSPORT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HEALTHY KINGSPORT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** HEALTHY KINGSPORT will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination HEALTHY KINGSPORT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIFTY FOUR THOUSAND DOLLARS ($54,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** HEALTHY KINGSPORT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** HEALTHY KINGSPORT hereby assures CITY that HEALTHY KINGSPORT is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** HEALTHY KINGSPORT will provide any relevant information requested by CITY concerning HEALTHY KINGSPORT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and HEALTHY KINGSPORT have previously agreed that the project term for this contract is from July 1, 2015 to June 30, 2016. Accordingly, funds allocated by CITY to HEALTHY KINGSPORT can be used to reimburse HEALTHY KINGSPORT for eligible project expenses beginning on July 1, 2015. In no event will CITY participate in project expenses incurred after June 30, 2016.

15. **REPORTING.** HEALTHY KINGSPORT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HEALTHY KINGSPORT assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** HEALTHY KINGSPORT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. HEALTHY KINGSPORT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither HEALTHY KINGSPORT nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by HEALTHY KINGSPORT, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** HEALTHY KINGSPORT will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with HEALTHY KINGSPORT 'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of HEALTHY KINGSPORT and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to HEALTHY KINGSPORT and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

HEALTHY KINGSPORT

_____

Roger Mowen, Chairman

CITY OF KINGSPORT

_____

Mayor

ATTEST:

_____

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY
City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Issuance of Capital Outlay Notes (CONs) Not to Exceed $1,500,000

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

Action Form No.: AF-150-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Jim Demming
Presentation By: Demming/Frye

Recommendation:
Approve a resolution to authorize the issuance of capital outlay notes (CONs), not to exceed $1,500,000 for a term of three (3) years, and not to exceed an interest rate of six (6) percent that will provide funding for the student device computer equipment included in the School System's Technology Vision Plan for FY2016.

Executive Summary:
To proceed with the procurement of computer equipment, the FY2016 phase of the Technology Vision Plan for the City School System (2,300 student devices at a cost of approximately $1,391,000), it is recommended that the equipment be financed by the issuance of capital outlay notes (CONs) in an amount not to exceed $1,500,000 for a term of three (3) years. The issuance of these CONs requires the adoption of a resolution by the Board of Mayor and Aldermen and the approval from the State Comptroller's Office. Three (3) year CONs can be sold utilizing an informal bid process which requires the City to obtain quotes from at least three banks. Under present market conditions it is anticipated that the CONs can be sold at an interest rate of approximately two percent (2%).

The School System is providing the funding for the debt service payments associated with this CON.

Attachments:
1. Resolution

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF KINGSPORT, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2015, IN AN AMOUNT NOT TO EXCEED $1,500,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Sullivan and Hawkins Counties, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of computer equipment for the Municipality's schools, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto (collectively, the "Project"), and costs incident to the issuance and sale of the notes;

WHEREAS, the Municipality finds and determines that the Project is essential to the health, welfare, and safety of the public;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the State of Tennessee Director of Local Finance (the "Director of Local Finance"):

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

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project and costs incident to the financing thereof, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed One Million Five Hundred Thousand Dollars ($1,500,000), or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2015". The Notes are issuable only as fully registered notes, without coupons,

in minimum denominations of One Hundred Thousand Dollars ($100,000), or any integral multiple of $5,000 in excess thereof. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed the maximum rate per annum under applicable laws, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than annually each year commencing twelve months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than June 30, 2018. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owners of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes are subject to redemption prior to maturity at any time at the option of the Municipality, as a whole or in part, at par together with accrued interest to the date fixed for redemption, upon not less than ten (10) calendar days written notice to the registered owners of such Notes.

Section 5. Execution. The Notes shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Recorder, and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon, and shall be approved as to form by the manual or facsimile signature of the City Attorney. The Notes shall not be valid for any purpose unless authenticated by the manual signature of the Registration Agent on the certificate set forth on the Notes.

The Notes shall be issued in typed, mimeographed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books") for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal so paid.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars ($10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Exchange of Notes. Notes upon surrender thereof at the office of the Note Registrar, together with an assignment of such Notes duly executed by the registered owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Notes of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Notes surrendered for exchange.

Section 8. Transfer of Notes. Each Note shall be transferable only on the registration books maintained by the Note Registrar at the principal office of the Note Registrar, upon the

surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 9. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every exchange or transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Neither the Municipality nor the Note Registrar shall be obligated to exchange or transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 10. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owners of the Notes as the absolute owners thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 11. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a special fund to be designated General Obligation Capital Outlay Notes, Series 2015 Note Fund (the "Note Fund"), which is hereby authorized to be created, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 14. Approval of Director of Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, Recorder, and City Attorney, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 15. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process or by private negotiated sale at a price of not less than par and accrued interest.

Section 16. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2015 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes, including necessary legal, accounting, engineering, and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 17. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

(a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;

(c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;

(d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed $1,500,000. Pending the issuance of such Notes, funds necessary to finance such costs shall be

advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 18. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") and any lawful treasury regulations promulgated thereunder (the "Regulations"), as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such moneys permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or the Regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the Owners thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Internal Revenue Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Internal Revenue Code and the Regulations to pay Rebatable Arbitrage pursuant to the Internal Revenue Code and the Regulations to the United States Government it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the Owners of the Notes for federal income tax purposes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the Owners thereof for federal income tax purposes under Sections 103 and 141 through 150 of the Internal Revenue Code.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owners of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owners of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owners of the Notes.

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owners from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owners thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the Recorder, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 2nd day of June, 2015.

ATTEST:

_____

Recorder

_____

Mayor

Approved as to Form:

_____

City Attorney

STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS

I, James H. Demming, hereby certify that I am the duly qualified and acting Recorder of the City of Kingsport, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on June 2, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete copy of such resolution authorizing the issuance, and sale of not to exceed $1,500,000 General Obligation Capital Outlay Notes, Series 2015, of said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 2nd day of June, 2015.

_____
RECORDER

(SEAL)

EXHIBIT "A"

FORM OF NOTE

Registered
No. R-1

Registered
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF KINGSPORT
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2015

Interest Rate: Maturity Date: Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF KINGSPORT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Sullivan and Hawkins Counties, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, in accordance with the payment schedule set forth on Exhibit "A" attached hereto and incorporated herein as fully as though copied, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, upon the presentation and surrender hereof at the principal office of the Recorder of the Municipality (the "Registration Agent"), the Principal Amount identified above, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, at the Interest Rate identified above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of

such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2015" (the "Notes"), issued by the Municipality in the aggregate principal amount of $[_____]. The Notes which are issued for the purpose of financing certain public works projects, consisting of computer equipment for the Municipality's schools, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto, and costs incident to the issuance and sale of the Notes, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on June 2, 2015, entitled "Resolution of the City of Kingsport, Tennessee, Authorizing the Issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2015, in an Amount Not to Exceed $1,500,000, and Providing for the Payment of Said Notes," as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

This note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of

the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Note Registrar may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of One Hundred Thousand Dollars ($100,000) and authorized integral multiples of Five Thousand Dollars ($5,000) thereof. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Notes shall be subject to redemption, in whole or in part, at the option of the Municipality, at any time, at the price of par plus accrued interest to the date of redemption, upon not less than ten (10) calendar days written notice to the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF KINGSPORT, TENNESSEE, by its Board of Mayor and Aldermen has caused this note to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, and to be approved as to form by the manual or facsimile signature of the City Attorney, all as of _____, 2015.

_____
MAYOR

(SEAL)

ATTEST:

_____
RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the provisions of the within mentioned Resolution and is one of the General Obligation Capital Outlay Notes, Series 2015, of the City of Kingsport, Tennessee.

By:_____
Recorder, as Note Registrar

EXHIBIT "A"

Date	Principal Payment

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Apply for and Receive a Grant for $21,953 from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) FY 2014 Local Solicitation

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

Action Form No.: AF-133-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Capt. Castle
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 $21,953.00 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 2015 Local Solicitation and Grant Application

	Y	N	O
Clark			
George			
Hall			
McIntire			
Parham			
Segelhorst			
Phillips			

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 2015 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 2015 Local Solicitation Grant to purchase equipment and technology for the Kingsport Police Department.

WHEREAS, the grant funds would be in the amount up to $21,953.00 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 2015 Local Solicitation Grant in the amount of up to $21,953.00 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 2015 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 2nd day of June, 2015.

_____
DENNIS R. PHILLIPS, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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 Street Kingsport, Tennessee 37660-4256	Name and telephone number of the person to be contacted on matters involving this application Castle, Jenny (423) 229-9498
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 TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Technology and Equipment Advancement and Improvement.
12. AREAS AFFECTED BY PROJECT Law Enforcement/Corrections, Records, Evidence and Property	
13. PROPOSED PROJECT Start Date: October 01, 2014 End Date: September 30, 2016	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project TN01

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372
Federal	$21,953	
Applicant	$0	
State	$0	
Local	$0	
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$21,953	

		N

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.

Close Window

Abstract
City of Kingsport Grant Application 2015-H2485-TN-DJ

Applicant's Name: City of Kingsport

Title of Project: Technology Equipment Advancement and Improvement.

Goals of the Project: To promote enhanced crime prevention and prosecution by upgrading existing public safety systems to allow for enhanced overall agency efficiency.

Description of the strategies to be used: Purchase hardware and software to continue the upgrade of our technology systems. Includes Corrections, Evidence and Property, and Records.

Major Deliverables:
1) Increased efficiency in Personnel and Process systems.
2) Increased efficiency in Data Analysis and Data Mining for our Corrections system.
3) Increased efficiency in recording, storing, accessing, and distributing documents and data.

Project Identifiers: Identifiers associated with proposed project activities include: Corrections, Equipment – General, Information System Improvements.

Program Narrative
City of Kingsport Grant Application 2015-H2485-TN-DJ

The Kingsport Police Department desires to continue to implement, improve or enhance technology systems within the organization. In evaluating this agency's needs, there are four areas that need technical/information systems support.

First, our Corrections facility is the last system to be upgraded to a nearly paperless Public Safety environment. Data collection equipment includes tablets or handheld type devices, software and hardware such as data ports or fiber optic cabling. This will improve or enhance our Corrections Unit. Currently there are approximately ten forms (some that are two to four pages in length) that are completed for each inmate. With over 3,000 inmates booked or held per year, the lost time, paper costs and inefficiencies are significant.

Secondly, our Evidence and Property Unit was upgraded to a bar coding system. Our efficiency and internal systems improved dramatically; however, we need to upgrade our digital printing system in the E/P Unit. With this funding, we are budgeting for two new bar code printers for that system.

Third, we need small scanners for our Corrections Unit, our Records Division and our Property Unit. This allows for digital scanning and electronic / server storage for documents. It also provides for an improved electronic means of transmitting documents to clients or law enforcement partners.

Lastly, we used JAG funding in the previous year to purchase in car camera systems. We need to upgrade to wireless download technology. Currently, officers must enter the building and sit at a computer to download audio/video recordings for court/prosecution etc.

To date, our organization has dedicated over a million dollars to technology improvements; our detention system generally finalizes our system upgrade from paper to electronic. JAG program specific areas include: data collection, equipment, supplies, prosecution and information systems. Areas improved or enhanced are Corrections, and Technology Improvement Programs.

Data analysis / data mining, and personnel and process efficiency are determining factors when making this recommendation from staff, and when making the financial request.

Budget Detail Worksheet
City of Kingsport Grant Application 2015-H2485-TN-DJ

Budget	**How many**	**Cost per**	**Total**	**Total Category**
A. Personnel	*None*			$0
B. Fringe Benefits	*None*			$0
C. Travel	*None*			$0
D. Equipment				**$22,803.00**
Bar code Printers	2	$629.00		$1258.00
Digital Scanners	5	$430.00		$2150.00
Server Backup (for Jail and In car Cameras)	1	$3000.00		$3000.00
Corrections				
Reporting Tablets	2	$1500.00		$3000.00
Cisco 1602i Access Points/Jail	2	$600.00		$1200.00
Drop Points/Jail (cable only)	2	$150.00		$300.00
Cabling work through a secure facility	2	$500.00 (approx.)		$1000.00
In Car Camera Systems				
Cisco Outdoor Access Point(s)	2	$906.00.00		$1812.00
Cisco OmniDirectional Antenna	2	$112.00		$224.00
License for 5508 Access Controller	1	$2000.00		$2000.00
Wireless Antenna	21	$300.00		$6300.00
Roof Mount Kit	2	$160.00		$320.00
Support SmartNet	2	$239.00		$239.00
E. Supplies	*None*			$0
F. Construction	*None*			$0
G. Consultants/ Contracts				$0
Consultants	*None*			$0
Consultant Expenses	*None*			$0
Contracts	*None*			$0
H. Other Costs	*None*			$0
I. Indirect Costs	*None*			$0

Budget Summary	
A. Personnel	$0
B. Fringe Benefits	$0
C. Travel	$0
D. Equipment	$22,803.00
E. Supplies	$0
F. Construction	$0
G. Consultants/Contracts	$0
H. Other	$0
Total Direct Costs	$22,803.00
I. Indirect Costs	$0
TOTAL PROJECT COSTS	**$22,803.00**
Federal Request	$21,953.00
Non-Federal Amount	$850.00

Budget Narrative
City of Kingsport Grant Application 2015-H2485-TN-DJ

The Kingsport Police Department desires to continue to implement, improve or enhance technology systems within the organization. There are currently four areas that need additional implementation or upgrades. They include:

Corrections – During a system wide upgrade over the last several years our Corrections facility was upgraded to a Jail Management System for arrest data on a desktop, but clerical work such as jail intake forms and medical treatment forms were not integrated. This funding will allow us to upgrade to an electronic inmate tracking and documenting system including tablets for direct input of data (rather than clipboards and handwriting).

Evidence and Property Unit – Our E/P Unit upgraded to a bar code system via City funding, but needs new digital Bar Coding printers and small scanners. Scanners allow for electronic recording, storage and communication of evidence or property items.

Records – our Records Division (and Corrections Unit) needs small scanners to allow for electronic communication to our clients and other law enforcement agencies. In today's environment, email and associated attachments and documentation are critical. Examples include tasks as simple as emailing a crash report to an out of City individual that was involved.

Areas impacted include: data collection, equipment, supplies, prosecution, and information systems. Efficiencies to units include Corrections, Patrol/Operations, Records, General Administration and overall Technology System Improvement Programs.

Data analysis, mining, recording and storage as well as personnel and process efficiencies are determining factors when making this recommendation from staff, and when making the financial request.

Costs were based on quotes from Vendors or companies that we have a previous relationship with. They were reviewed by individuals considered able to recommend based on industry standards and their work experience and assignment (i.e. in car camera upgrade was based on the individuals recommendation that completed the initial install in our cars). Costs were generally rounded up to the nearest dollar increment and no cents were included. All purchases will be made in compliance with the City of Kingsport's Procurement / Purchasing guidelines.

Review Narrative
City of Kingsport Grant Application 2015-H2485-TN-DJ

The City of Kingsport Police Department made its Fiscal Year 2015 JAG application and solicitation available to the City Manager's office, and to the general public (including our Governing Body the Board of Mayor and Aldermen) for review and comment on May 27, 2015 via hard copy display in the front lobby of City Hall. Additionally, it was placed on the electronic and hard copy agenda for review at the Board of Mayor and Aldermen meeting on Friday May 29, 2015. Lastly, public comment opportunity is provided at all Board meetings. This is the first available administrative meeting for our governing body after release of this solicitation.

KINGSPORT POLICE DEPARTMENT
200 Shelby Street, Kingsport, Tennessee 37660
Information: (423) 229-9300 · Fax: (423) 224-2786
Email: kptpd@ci.kingsport.tn.us

David Quillin
Chief of Police
(423) 229-9423

City of Kingsport Grant Application 2015-H2485-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.

OMB No. 1121-0329
Approval Expires 07/31/2016

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 FY 2015 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2015 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/15jagallocations.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 tribe that performs 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.

For additional eligibility information, see section C. Eligibility Information.

Deadline

Applicants must register in OJP's 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 8:00 p.m. eastern time on June 26, 2015.

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 1–888–549–9901, option 3, or via e-mail to 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 e-mail the BJA 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 responsecenter@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, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your State Policy Advisor.

Release date: May 12, 2015

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 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 and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

***Please note that JAG funding may be utilized in support of:**
- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the FBI's UCR Redevelopment Project (UCRRP).
- Developing or sustaining state compatible incident based reporting systems.

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) and 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 and program development 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. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's What Works in Reentry Clearinghouse. BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense and Smart Prosecution. 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.

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 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 focus nationally and invite 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, county, city, town, and tribal government in America. In an effort to address this continuing need BJA encourages states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the Federal Bureau of Investigation's (FBI) National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

While our nation has made great strides in reducing violent crime over the last decade, 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. By the end of FY 2015, 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 those communities. SAAs and localities with VRN sites are strongly

encouraged to join the VRN and help address funding gaps in violence reduction efforts in those communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Over the past several years, law enforcement agencies across the country have begun equipping their officers with body-worn cameras (BWCs). 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.

Agencies using JAG funds to purchase BWC equipment or to implement or enhance BWC programs should, as a best practice, have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. Officers, prosecutors, defenders, victims and privacy advocates, and community groups should be consulted early in the BWC policy development process to guide and inform policy and procurement decisions. BJA plans to release a BWC Toolkit and web site in spring 2015 that will share model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Recidivism Reduction, Pretrial Reform, and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another 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, 17 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvesting in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's Justice Reinvestment Initiative State Assessment Report.)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community, as

indigent defense reform continues to be a concern that needs to be addressed across the nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants.

Improving Mental Health Services
Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. 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 the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See Adults with Behavioral Health Needs under Correctional Supervision.) BJA provides technical assistance to states with increasing access to health care benefits. Information can be found at: www.bjatraining.org.

B. Federal Award Information

BJA estimates that it will make up to 1,100 Local and 56 State/Territory awards totaling an estimated $255.7 million.

Awards of at least $25,000 are 4 years in length, and award periods will be from October 1, 2014 through September 30, 2018. 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 2 years in length, and award periods will be from October 1, 2014 through September 30, 2016. Extensions of up to 2 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 Award[1]
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:

[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)).

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 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

If selected for funding, the award recipient must:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity 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 non-federal entity's compliance with statute, 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 non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available here.

Budget Information

Administrative Funds – A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

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 – JAG funds may only be expended within the JAG purpose areas. Within these purpose areas JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, JAG funds may not be used directly or indirectly to purchase items listed at: www.bja.gov/Funding/JAGControlledPurchaseList.pdf

This JAG controlled purchase list 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. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal inter-agency working group has been charged with, among other things, 'developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.' The working group's recommendations, which are due to be delivered to the President in mid-May, may alter the BJA controlled items list. Grantees are reminded that they must follow the most current version of the controlled items list in order to purchase the equipment.

No items on this list can be purchased without first submitting a detailed justification that supports the need for this equipment. Applicants must show both extraordinary and exigent circumstances that require the purchase of such equipment. Upon approval from the BJA Director, this equipment may be purchased with JAG funds. Grantees are **strongly encouraged** to submit this justification at the time of application. In particular, any justification that cannot show the exigent nature of the purchase and why it could not be submitted at time of application will not be approved.

Please note that the Controlled Equipment List also includes items that are strictly prohibited under JAG.

Additional information on JAG controlled and prohibited items, along with the process for requesting a waiver to obtain BJA certification for any controlled item, can be found within the JAG FAQs: www.bja.gov/Funding/JAGFAQ.pdf

Cost Sharing or Match 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 Approvals
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/PostawardRequirements/chapter15page1.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 such costs for cooperative

agreement recipients and of some such 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 the OJP Funding Resource Center.

Other JAG Requirements

Body Armor Certification

- 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 2015 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 2015 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) must ensure:

- Compliance with the *FY 2015 SAFECOM Guidance on Emergency Communications Grants* (including provisions on technical standards that ensure and enhance interoperable communications).

- Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.

- Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully 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 (plus the quantity purchased of each item) is 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.

JAG Showcase
The JAG Showcase was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new BJA Success Story web page. 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) JAG success stories. If you have a JAG 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.

C. Eligibility Information

For eligibility information, please see the Title Page.

Cost Sharing or Match Requirement
For additional information on cost sharing or match requirement, 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.

Refer to the BJA Grant Writing and Management Academy and OJP's Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet and Budget Narrative," "Timelines," "Memoranda of Understanding," "Resumes") for all attachments. Also, OJP recommends that applicants include resumes 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 standard form required for use 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 web site: 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.
   - 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, and 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 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:** www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures.

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 Funding Resource Center Web page (www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm). 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

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.

For questions pertaining to budget and examples of allowable and unallowable costs, see the Financial Guide at www.ojp.gov/financialguide/index.htm.

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 breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas.

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.

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 if the applicant has a current federally approved indirect cost rate. (This requirement does not apply to units of local government.) 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.

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

Any applicants currently designated as 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 high risk by another federal grant making agency, you 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. Unlike the Excluded Parties List, 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, not less than 30 days before the application was submitted to BJA. 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/E-mail 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, with the file name "Disclosure of Pending Applications," to their application. 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 sub-recipients) 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 sub-recipients 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 sub-recipients) 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 sub-recipients 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 sub-recipients 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 be 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 2 CFR 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 cradle to grave 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 promptly**, 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 e-mail 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 until the applicant has complied with all applicable DUNS and SAM 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 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.

   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 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 15 Edward Byrne Memorial 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 to report the technical issue and receive a tracking number. Then the applicant must e-mail the BJA contact identified in the Contact Information section of this solicitation **within 24 hours after the application deadline** and request approval to submit their application. The e-mail 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
- Failure to follow GMS instructions on how to register and apply as posted on the GMS web site
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment, including firewalls

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at www.ojp.gov/funding/Explore/CurrentFundingOpportunities.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 non-federal entities

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 award notification will be sent from GMS. 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 the OJP Funding Resource Center webpages.

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 the OJP 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 requirements[2] with which recipients of federal funding must comply; uniform administrative requirements, cost principles,

[2] *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)).

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 the OJP 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 2 CFR Part 200, 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 additional Federal Awarding Agency Contact(s), see Title Page.

For additional contact information for GMS, see the 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.

IMPORTANT: This e-mail 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 e-mail 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 e-mail your resume to ojppeerreview@lmbps.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 2015 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 21)
_____ Acquire or renew registration with SAM (see page 21)
To Register with GMS:
_____ For new users, acquire a GMS username and password* (see page 21)
_____ For existing users, check GMS username and password* to ensure account access (see page 21)
_____ Verify SAM registration in GMS (see page 21)
_____ Search for correct funding opportunity in GMS (see page 21)
_____ Select correct funding opportunity in GMS (see page 21)
_____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center(see page 22)

*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 webpage in the OJP Funding Resource Center.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of the FY 2015 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 14)
_____ Project Abstract (see page 14)
_____ Program Narrative (see page 14)
_____ Budget Detail Worksheet (see page 15)
_____ Budget Narrative (see page 15)
_____ Read OJP policy and guidance on conference approval, planning, and reporting

available at
www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm
(see page 10)

_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
_____ Indirect Cost Rate Agreement (if applicable) (see page 16)
_____ Tribal Authorizing Resolution (if applicable) (see page 16)
_____ Applicant Disclosure of High Risk Status (see page 16)
_____ Additional Attachments
  _____ Review Narrative (see page 17)
  _____ Strategic Plan (see page 18)
  _____ Applicant Disclosure of Pending Applications (see page 18)
  _____ Research and Evaluation Independence and Integrity (see page 19)
_____ Financial Management and System of Internal Controls Questionnaire (if applicable) (see page 20)

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the Fee Resolution for FY 2016 Fees and Charges Provided for in the City Code

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

Action Form No.: AF-156-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: Angie Marshall, Judy Smith
Presentation By: Judy Smith

Recommendation:
Approve the updated fee resolution.

Executive Summary:
This proposed resolution incorporates revisions based on changes made to ***Chapter 2 – Administration, Chapter 66 – Parks and Recreation, Chapter 100 – Vehicles for Hire, Chapter 102 – Utilities, and Chapter 114 – Zoning***. The attached spreadsheet highlights the fees that have been added, amended or deleted. Staff recommends the BMA formally approve this resolution to set FY16 fees and charges accordingly.

Attachments:
1. Fee Resolution
2. Summary of Changes

	Y	N	O
Clark			
George			
Hall			
McIntire			
Parham			
Segelhorst			
Phillips			

RESOLUTION NO. 2015-

A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

WHEREAS, a Code of Ordinances of the City of Kingsport, Tennessee, went into effect October 26, 2012; and

WHEREAS, various fees and charges provided for in said Code must be set by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport that the rates, fees, and charges as provided by the Kingsport City Code be approved as provided for in the following schedule.

KINGSPORT CODE OF ORDINANCES

SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2015- , JUNE 2, 2015

Effective July 1, 2015, unless otherwise stated herein

Chapter 2 - Administration

A. Returned check handling charge $30.00

B. Kingsport City Flag ..... Cost + $5.00

C. City Court costs (per case) $60.00
   (a) State Litigation fee $13.75
   (b) Local Litigation fee $13.75

D. Public Records
   1. Code of Ordinances
      (a) 2012 Code of Ordinances (hard copy) $188.00
      (b) 2012 Code of Ordinances (hard copy in binder with tabs) $293.00
      (c) Each Supplement to the 2012 Code of Ordinances (hard copy)..... $63.81
      (d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs)..... $60.00
   2. Copy/Duplication
      (a) Per page – black and white (more than 10 pages)..... $0.15
      (b) Per page – color (more than 10 pages) $0.50
      (c) Audiotape $5.00
      (d) Compact Disc..... $5.00
      (e) Digital Video Disc $5.00
      (f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.

E. Credit and Debit Card Transactions and Convenience Fees .....
   1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods $3.00
      (a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above $500.00
   2. Payment transactions made "face-to-face".....$0.00
      (a) Transaction Limit on Utility Payments made by Credit or Debit Cards "face-to-face".....$2,500.00
   3. Payment transactions made via internet through Kingsport Public Library payment systems.....$0.50

F. Engineering
   1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).
   (a) Construction plans, specifications, bid form and associated documents $50.00

Chapter 6 - Alcoholic Beverages and Beer (all application filing fees are nonrefundable)

A. On-Premises and/or Off-Premises beer permit application filing fee $250.00

B. Special occasion/Multiple event beer application fee (calendar year fee)..... $50.00

C. Temporary beer application fee $50.00

Chapter 14 - Animals

A. Picking Up Animal Carcasses from Veterinarians
1. Up to 50 pounds..... $4.00
2. 51 - 99 pounds $6.00
3. Over 100 pounds..... $25.00

Livestock carcasses will be picked up only upon approval of the Chief of Police. The fee shall be determined on the basis of the cost for equipment and personnel.

Chapter 22 - Building and Building Regulations

A. Electrical
1. Permit fees
(a) Minimum electrical inspection fee $20.00
(b) Outlets, each $0.50
(c) Incandescent fixtures, each $0.50
(d) Fluorescent fixtures, each..... $0.50
(e) Switches, each $0.50
(f) Motors
(1) Fractional..... $1.00
(2) Each additional motor or horsepower or fraction thereof $1.00
(g) Services
(1) Up to and including 100 amperes..... $20.00
(2) Each additional 100 amperes..... $10.00
(h) Temporary Service $20.00
(i) Water Heater $5.00
(j) Range..... $5.00
(k) Dryer $5.00
(l) Transformer, each KVA $0.50
(m) Heating System, per KW $1.00
(n) Additional inspections made necessary by insufficient or unacceptable work..... $20.00
2. Electricians
(a) Examination fee..... $20.00
(b) Electric contractor annual licensing fee..... $50.00
3. Antenna Permit & Satellite Dish Permit $20.00

B. Gas
1. Gas permit fees
(a) Minimum gas inspection fee $20.00

(b) Conversion burners, heating boilers
(1) Up to and including 1,200 square feet of steam or 1,800 square feet of water $20.00
(2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water $25.00
(3) 5,001 to 25,000 square feet of steam $35.00
(4) Over 25,000 square feet of steam $45.00

(c) Conversion burners, power boilers
(1) Up to and including 5 horsepower $20.00
(2) 6 - 50 horsepower $25.00
(3) 51 - 150 horsepower $35.00
(4) Over 150 horsepower $45.00

(d) Furnaces
(1) Up to and including 100,000 BTU $15.00
(2) Over 100,000 BTU $25.00
(3) Floor furnace (one) $15.00
(4) Each additional floor furnace (in same building) $10.00

(e) Conversion burners, furnaces
(1) Up to and including 100,000 BTU $20.00
(2) 100,001 to 200,000 BTU $25.00
(3) Over 200,000 BTU $45.00

(f) Space heaters
(1) Up to and including 30,000 BTU $20.00
(2) 30,001 to 50,000 BTU $25.00
(3) Over 50,000 BTU $30.00
(4) Each additional space heater (in same building) $10.00

(g) Unit heaters
(1) 50,000 - 200,000 BTU, each $20.00
(2) Over 200,000 BTU $25.00

(h) Accessory gas equipment
(1) Grills, dryers, ranges, fryers, logs, etc. $15.00
(2) Pool heater up to 100,000 BTU $15.00
(3) Pool heater and other equipment over 100,000 BTU $25.00
(4) Water heater up to and including 100,000 BTU $15.00
(5) Water heater over 100,000 BTU $25.00

(i) Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):
(1) 20,000 - 200,000 BTU $20.00
(2) 200,001 - 300,000 BTU $25.00
(3) 300,001 - 1,000,000 BTU $30.00
(4) 1,000,001 - 5,000,000 BTU $35.00
(5) Over 5,000,000 BTU $40.00

(k) Pipe testing for gas installation
Minimum fee for testing gas pipe installation $20.00

2. Gas Fitters
(a) Examination fee $20.00
(b) Annual licensing fee $50.00
(c) Additional inspections necessary due to insufficient or unacceptable work $20.00

C. Plumbing

1. Permit and inspection fees
   - (a) Minimum fee for plumbing installations 20.00
   - (b) Each fixture or opening into sewer line $5.00
   - (c) Water heater opening fee $5.00
   - (d) Additional inspections necessary due to insufficient or unacceptable work $20.00
   - (e) Connection to the City sewer system (new and replacement) $20.00

2. Plumbers
   - (a) Examination fee $20.00
   - (b) Annual license fee $50.00
   - (c) Working without a Permit (all types) ..... Double the permit fee

D. Mechanical

1. Permit fees
   - (a) Minimum mechanical permit issuance fee $20.00
   - (b) Fee for heating/ventilating duct, air conditioning and refrigeration systems .....$20.00 + $5.00 per $1,000.00 of job cost
   - (c) Fee for sprinkler and fire suppression systems ....$20.00 + $5.00 per $1,000.00 of job cost
   - (d) Boilers based on BTU input
     - (1) 33,000 (1 BHP) - 165,000 BTU (5 BHP) $20.00
     - (2) 165,001 (5 BHP) - 330,000 BTU (10 BHP)..... $25.00
     - (3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP) $30.00
     - (4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP) $35.00
     - (5) Over 3,300,000 BTU $45.00

E. Building Permit Fees

1. Total Valuation
   - (a) $1.00 - $2,000, minimum fee $20.00
   - (b) $2,001 - $50,000: $20.00 for the first $2,000 plus $4.50 for each additional thousand or fraction thereof, up to and including $50,000
   - (c) $50,001 - $100,000: $236.00 for the first $50,000 plus $3.50 for each additional thousand or fraction thereof, up to and including $100,000
   - (d) $100,001 - $500,000 - $411.00 for the first $100,000 plus $2.50 for each additional thousand or fraction thereof, up to and including $500,000
   - (e) $500,001.00 and up - $1,611 for the first $500,000 plus $2.50 for each additional thousand or fraction thereof
   - (f) **Building without a Permit** .....**Double the Permit Fee**

2. Moving of any building or structure..... $75.00
3. Demolition
   - (a) Residential building or structure..... $50.00
   - (b) Commercial structure $100.00
4. Temporary structures, tents, banners, etc. (minimum fee) $20.00
   - (a) Tents, 30-day maximum
   - (b) Banners, 15-day maximum twice a year

5. Sign permits, per square foot (minimum $20 fee if less than 20 sq. ft.)..... $1.00

F. Plans Review

1. Review Fee, Residential — No fee
2. Review Fee, Commercial and Multi-family (3 or more units) based on construction value:
   - (a) Up to $100,000 ..... $25.00
   - (b) $100,001 - $200,000 ..... $50.00
   - (c) $200,001 - $300,000 ..... $100.00
   - (d) $300,001 - $400,000 ..... $150.00
   - (e) $400,001 - $500,000 ..... $200.00
   - (f) $500,001 - $1,000,000 ..... $250.00
   - (g) $1,000,001 - $2,000,000 ..... $300.00
   - (h) $2,000,001 - $3,000,000 ..... $350.00
   - (i) $3,000,001 - $4,000,000 ..... $400.00
   - (j) $4,000,001 - $5,000,000 ..... $500.00
   - (k) $5,000,001 and above ..... Value X 0.0001

Chapter 26 - Businesses

A. Massage parlor permit application fee (nonrefundable) $250.00

B. Fortunetellers, Clairvoyants and Similar Pursuits
Permit application fee $250.00

The permit shall remain valid for one year after issuance.

Chapter 34 – Emergency Management and Services

Automatic Police or Fire Alarm Systems

A. Residential device permit $15.00

B. Commercial device permit $25.00

C. False alarm response charge, for each response $15.00

D. Alarm monitoring fee, per month per alarm $12.50

Chapter 54 – Library

A. Library User Fees

1. Non-resident fee, per year ..... No charge
2. Overdue fines
   - (a) Charge per day, each book or other non-video/film circulating item (maximum $2.00 each Adult item or Juvenile item) $0.10
   - (b) Charge per day each video/DVD (max. $5.00 each video/DVD) $1.00
   - (c) Charge per hour each non-circulating item $0.25
   - (d) Charge per day each MP3 Player (max. $10.00 each player) $2.00
   - (e) Charge per day each Storytelling Kit (max. $20.00 each kit) $2.00
   - (f) Charge per day each Nook $5.00

(g) Charge if color Nook is more than 25 days overdue (replacement) $249.00
(h) Charge if black & white Nook is more than 25 days overdue (replacement) . $139.00
(i) Charge for Nook returned in drop box $25.00
(j) Charge if Nook charger is returned uncharged $2.00
(k) Charge per day each Playaway View $5.00
(l) Charge if Playaway View is returned anywhere but to Library staff $5.00
(m) Charge if Playaway View is returned uncharged $2.00

3. Lost material fees
   (a) Collection materials, plus replacement cost $5.00
   (b) Library Card replacement $1.00
   (c) Color Nook $249.00
   (d) Black & White Nook $139.00
   (e) Cover for Nook (depending on type) ..... $24.95/$29.95
   (f) Playaway View $99.00
   (g) Charging cord replacement for Playaway View $14.00
4. Duplication fee
   (a) Photocopying or printing per page $0.15
   (b) Microfilm or microfiche copying per page $0.15
5. Auditorium use, per hour (3-hour minimum) $10.00
6. Board Room, per hour (3-hour minimum) $5.00
7. Kitchen, per use $15.00
8. Television/DVD Player, per use $15.00
9. Slide Projector, per use $15.00
10. Overhead Projector, per use $15.00

B. Archives User Fees
1. Publication (print, electronic, video or film) use fee, images
   (a) For profit corporations, partnerships, businesses or individuals
      (1) Editorial (i.e. within a published work) $20.00
      (2) News organizations $20.00
      (3) Non-editorial (i.e. posters, brochures, etc.) $100.00
   (b) Non-profit corporations, organizations, government agencies or individuals
      (1) Editorial, educational, personal $10.00
      (2) Non-editorial $10.00
2. Publication use fee, audio/video, for profit only
   (a) For profit corporations
      (1) Audio recording, per minute $50.00
      (2) Video recording, per minute $50.00
   (b) For non-profit corporations
      (1) Audio recording, per minute $25.00
      (2) Video recording, per minute $25.00
3. Exhibition use fee
   (a) For profit $20.00
   (b) Non-profit $10.00
4. Videotaping or filming onsite fee
   (a) For profit set up ..... No charge
   (b) For profit pull fee per item ..... No charge
   (c) Non-profit, set up fee only ..... No charge
5. Duplication fee, photocopying
   (a) 8" x 10 " or 11" x 14" paper per page $0.15
   (b) 11" x 17" paper per page $0.15
6. Duplication fee, scanning

Per image ($10.00 minimum includes first image cost) $1.00

7. Duplication fee, audio recordings
   (a) Tapes each $3.00
   (b) CD, each $5.00
   (c) Staff time per hour (½-hour minimum) $8.00
8. Duplication fee, video recordings
   (a) Tapes each $5.00
   (b) Staff time per hour (min. ½ hour) $8.00
9. Duplication fee, slides
   (a) For profit per group of 10 slides, plus offsite duplication cost $25.00
   (b) Non-profit per group of 10 slides, plus offsite duplication cost. $5.00
10. Faxing fee per group of 10 pages, plus duplication cost $2.00
11. Postage and handling fee
   (a) Total order cost of $10.00 or less $2.00
   (b) Total order cost between $10.00 and $20.00 ..... $3.00
   (c) Total order cost of $20.00 or more $4.00
   (d) Certified mail (large orders) $7.00

C. Reservation of Study Space and Media Center- for up to four hours at a time
   1. Study Space
      (a) Non-commercial/Non profit $0.00
      (b) Commercial use $5.00
   2. Media Center
      (a) Non-commercial/Non profit $0.00
      (b) Commercial use $15.00

Chapter 58 - Manufactured Homes and Trailers

A. Permit Application Fee (each space or proposed space) $1.00

The permit shall expire at the end of each calendar year.

B. Permit Transfer (each space) $1.00

Chapter 62 – Offenses and Nuisances

State Law References:

(a) Tennessee Sexual Offender and Violent Sexual Offender Registration Verification and Tracking Act of 2004
(b) Tennessee Code Annotated Title 40 Chapter 39 Section 204

A. Sexual offender registration fee $150.00

B. Violent sexual offender registration fee $150.00

NOTE: Facility fees for the Cultural Arts *and* Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Leadership Kingsport
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport Tomorrow

CULTURAL ARTS EVENTS/FACILITIES:

A. Cultural Arts Fees for Special Events

1. Concerts/Theatre Performances .....$5.00 - $20.00
   (cost per adult, senior and student ticket will be determined on each event basis)
2. "Christmas Connection" - Annual arts and crafts
   (Admission fee to be determined on event basis)
   Festival fee per exhibitor's space .....$95.00 - $105.00
   (based on hours of operation)
3. Carousel Fine Arts & Crafts Show Festival Fee.....$80.00 - $130.00
   (based on hours of operation)

B. Kingsport Renaissance Center

Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

1. Room Rentals. Room rentals shall be subject to the following conditions:
   (1) Fees are per hour.
   (2) 3-hour minimum rental. Plus base fee = 1 hour rental.

ROOM	DESCRIPTION	DIMENSIONS	COST/HR
228	Conference room	23 x 30	$13.00
230	Meeting Room	23 x 30	$13.00
231	Gallery	23 x 30	$13.00
232	Gallery	23 x 30	$13.00
239	Exhibit/Meeting	23 x 46	$20.00
302	Dance Studio	23 x 45	$20.00
310	Rehearsal Hall	36 x 54	$22.00

2. Specialty Areas
   (a) Gymnasium, per hour (2 hour minimum) $20.00
   (b) Theatre, per hour (3-hour minimum)..... $25.00
   Theater rentals shall be subject to the following conditions:
   (1) Rental of the theater includes use of the house lights only.
   (2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.
   (c) First Floor Courtyard (3-hour minimum)..... $20.00
   (d) Second and Third Floor Atriums (3-hour minimum) $20.00
   (1) Rental must be in conjunction with another room rental

(2) Certain activities may be restricted.
(e) Dining Room, per hour (3-hour minimum) $20.00

3. Equipment Rentals
(a) TV/VCR/DVD, per event $20.00
(b) White Board, per event $10.00
(c) Piano rental, per use $25.00

4. Marquee, per side, per day, 3-day minimum $10.00

The City Manager or his designee has the authority to reduce any of the above fees for special promotions or events.

PARK AND RECREATION EVENTS/FACILITIES:

A. Civic Auditorium Rental Fees

NOTE: Damage Deposit – 50% of rental fee may apply at the discretion of the Civic Auditorium Management

1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)
(a) With Building Access $300.00
(b) With Building Access, event with Sales/Tickets $340.00
(c) Without Building Access $130.00
(d) Without Building Access, event with Sales/Tickets $145.00
(e) Equipment Fees
(1) Tables - each per day $4.00
(2) Chairs - each per day $2.00

2. Main Auditorium
(a) Inside City rentals, per day (8-hour maximum)
(Includes tables & chairs) $300.00
(1) Set up day (8-hour maximum) $150.00
(b) Inside City rentals, per day, event with Sales/Tickets
(8-hr. maximum) $340.00
(c) Outside City rentals, per day (8-hour maximum)
(Includes tables & chairs) $360.00
(1) Set up day (8-hour maximum) $165.00
(d) Outside City rentals, per day, event with Sales/Tickets
(8-hour maximum) $400.00
(e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs]
(1) Set-up day (not open to public) $240.00
(2) Sales/open dates (per day) $540.00
(f) Volleyball/Basketball/Tennis, per hour (2-hour minimum) $30.00
(1) Vendor fee, event with Sales/Tickets $15.00
(g) Stage only rental, per hour (2-hour minimum) $22.00
(h) Empty Auditorium rental, per hour (2-hour minimum) $30.00
(i) Main Auditorium rentals limited to 8-hour blocks
(1) Regular rental/additional time, per hour $40.00
(2) Exhibit rental/additional time, per hour $70.00

3. Meeting/Party Rooms*

*All rooms are rented for a minimum of three (3) hours at a time. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Civic Auditorium.

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

(a) Room 3 per hour each $7.00
(b) Room 3 per hour each event with Sales/Tickets $8.00
(c) Room 4 per hour each $6.00
(d) Room 4 per hour each event with Sales/Tickets $7.00
(e) Rooms 3 and 4 together, per hour $8.00
(f) Rooms 3 and 4 together, per hour event with Sales/Tickets .. $9.00
(g) Conference Room, per hour $13.00
(h) Conference Room, per hour event with Sales/Tickets $15.00
(i) Fun Fest, History, West and East Rooms, per hour each $12.00
(j) Fun Fest, History, West and East Rooms, per hour each event with Sales/Tickets $14.00
(k) All meeting/party rooms, per day (8-hour maximum) with rental of the Main Auditorium ..... $300.00 (Any additional time, per hour/per room, at regular rate)
(l) Exhibits, per room/per hour, room rate plus 80%.

4. Equipment rental
(a) Tables – each per day $1.50
(b) Chairs – each per day $0.75
(c) Marquee - per day (includes both panels) $10.00
(d) Piano ..... (Must pay fee to have piano tuned)
(e) Risers, each, per day $3.00
(f) TV/VCR/DVD, (each, per event) $20.00
(g) Flip Chart, per event $20.00
(h) White Board, per event $10.00
(i) Overhead Projector, per event $15.00
(j) LCD Projector and Screen, per event $40.00
(k) Wi-fi connection, per day $50.00
Maximum charge per event $100.00

5. Equipment rental off-site
(a) Tables, per day each $8.00
(b) Risers, per day each $11.00
(c) Chairs (plastic), per day each $1.50
Renters must pick up and return or pay delivery charge.
Minimum Delivery Charge per truckload $50.00
(Truckload is up to 100 chairs & 20 tables)

6. Tennis Session Fee (1 ½ -hour blocks) $20.00

B. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees

1. Douglas Room – (Includes Tables and Chairs)
(a) City residents, individual & groups, per hour (2-hour minimum) $25.00
(b) City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum) $28.00

(c) Non-City residents, individual & groups, per hour (2-hour minimum) $40.00
(d) Non-City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum) $45.00
(e) Equipment Fees
LCD Projector and Screen, per event..... ..... $40.00
(f) Catering Kitchen
(1) Use w/Douglass Room **no** food preparation, per event....$25.00
(2) Use w/Douglass Room **for** food preparation, per event ... $40.00
(g) Damage Deposit – 50% of rental fee may apply at the discretion of the Landlord

2. Computer/Learning Lab Rental Fees
(a) Computer/Learning Lab use for training purposes per hour. $16.00
3. Eastman Foundation Conference Rm. per hour (2-hour minimum) . $13.00
(a) Eastman Foundation Conference Room per hour
Event with Sales/Tickets (2 hour minimum) $15.00
(b) Equipment fees
(1) LCD projector and screen, per event..... $40.00
4. Gym #1 Rental – (Excludes Concession Rights)
(a) Gymnasium Usage, per hour (2-hour minimum) $30.00
(b) Use of Locker Room/Showers (per day for event) $20.00
(c) Gymnasium Rental Deposit (per day of use) $50.00
5. Gym #2 Rental – (Excludes Concession Rights)
(a) Gymnasium Usage, per hour (2-hour minimum) $40.00
(b) Use of Locker Room/Showers (per day for event) $20.00
(c) Gymnasium Rental Deposit (per day of use).....$50.00
6. Vendor Fee, Gyms 1 and 2 per event with Sales/Tickets.....$30.00
7. Equipment Fees
(a) Tables, each per day..... $5.00
(b) Chairs, each per day $2.00
(c) Speaker Phone, per event..... $50.00
(d) Overhead, per event..... $15.00
(e) TV/VCR/DVD, per event..... $20.00
(f) LCD Projector, per event..... $40.00
(g) Microphone and Sound Equipment, per day..... $40.00
(h) Wi-fi connection, per day $50.00
Maximum charge per event.....$100.00
8. Field Rental
(a) Per Hour (3-hour minimum)..... $20.00
(b) Per Hour (3-hour minimum) event with Sales/Tickets $22.00
(c) Use of Lights, per day $10.00
9. Parking Lot without Gym/Bathroom Access *(Does not include tables and chairs)*
(a) 8-hour minimum.....$100.00
(b) Additional time, per hour.....$20.00
(c) Parking Lot with Bathroom Access.....$125.00

C. Park Rentals
1. Borden Park
(a) Shelters 1, 2 and 5* (3-hour minimum)
(1) Shelter Fee – City residents, individual & groups, Per hour, per shelter each..... $8.00
(2) Shelter Fee – City residents, individual & groups, per hour, Per shelter each, event with Sales/Tickets..... $9.00

(3) Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each, ... $15.00
(4) Shelter Fee – Non-City resident, individuals and groups, per hour, Per shelter each, event with Sales/Tickets $17.00

(b) Shelters 3, 4, 6 and 7* (3-hour minimum)
(1) Shelter Fee – City resident, individual & groups, Per hour, per shelter each $6.00
(2) Shelter Fee – City Resident, individual & groups, per hour Per shelter each, event with Sales/Tickets..... $7.00
(3) Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each, ...$12.00
(4) Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each, event with Sales/Tickets $14.00

(c) Borden Park Disc Golf Course Tournament
(1) Entry Fee, per person $2.00
(2) Vendor Fee, event with Sales/Tickets..... $20.00

(d) Community Center (3-hour minimum)
(1) City resident, individuals and groups, Per hour..... $20.00
(2) City resident, individuals and groups, Per hour, event with Sales/Tickets..... $22.00
(3) Non-City resident, individuals and groups, Per hour..... $25.00
(4) Non-City resident, individuals and groups, Per hour, event with Sales/Tickets..... $27.00

2. Scott Adams Skatepark Shelter* (3-hour minimum)
(1) City resident, per hour, per shelter each $6.00
(2) City resident, per hour, per shelter each, event with Sales/Tickets $7.00
(3) Non-City resident, per hour, per shelter each $12.00
(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets..... $14.00

3. Riverview Splashpad Shelter* (3-hour minimum)
(1) City resident, per hour, per shelter each $10.00
(2) City resident, per hour, per shelter each, event with Sales/Tickets $11.00
(3) Non-City resident, per hour, per shelter each $17.00
(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets..... $19.00

4. Riverfront Park Shelter* (3-hour minimum)
(1) City resident, per hour, per shelter each $5.00
(2) City resident, per hour, per shelter each with Sales/Tickets. $6.00
(3) Non-City resident, per hour, per shelter each $12.00
(4) Non-City resident, per hour, per shelter each with Sales/Tickets $14.00

5. Glen Bruce Park Gazebo* (3-hour minimum)
(1) City resident, per hour, per shelter each $5.00
(2) City resident, per hour, per shelter each with Sales/Tickets. $6.00
(3) Non-City resident, per hour, per shelter each $12.00
(4) Non-City resident, per hour, per shelter each with Sales/Tickets $14.00

6. Memorial Gardens Park* (3-hour minimum)
   (1) Per hour $10.00
   (2) Per hour, event with Sales/Tickets..... $12.00
   (3) Exhibit rental, per hour $20.00

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

7. Riverwalk/Greenbelt Shelter
   (1) City resident, per hour, per shelter each.....$8.00
   (2) City resident per hour, per shelter each, event with Sales/Tickets.....$9.00
   (3) Non-City resident, per hour, per shelter each.....$15.00
   (4) Non-City resident, per hour, per shelter each with Sales/Tickets.....$17.00
8. Park permit for commercial operation/use, per month .....$25.00-$100.00
9. Special event permit, per event..... .....$25.00-$ 75.00

D. Summer Playground Program
1. City resident fee, per child..... $30.00-$80.00
2. Non-City resident fee, per child..... $50.00-$100.00
3. Extended hours programming site fee per child ..... $20.00-$50.00
4. Special event/activity fee, per child..... $30.00-$50.00

At mid-point of the Summer Playground Program, there will be a 50% discount.

E. Home School Physical Education Class
1. Fee, per session, per student.....$15.00 to $25.00

F. Community Center Class and Program Fees
1. Skilled classes, per class/session, per student..... $2.00-$30.00
2. Day Camps, per session, per student ..... $5.00-$40.00
3. Specialty Camps, per session, per student $20.00
4. Special Program fee, per participant..... ..... $5.00 to $30.00

G. Athletics
1. Adult Basketball and Softball League Programs.....$300.00 to $350.00
   Non-Resident fee per person $10.00
2. Youth Baseball and Softball League Programs.....$250.00 to $300.00
   Non-Resident fee per person $10.00
3. Tournaments Fee, per youth team.....$75.00 to $100.00
4. Basketball, 3 on 3 leagues
   (a) Entry Fee, per team..... $75.00
   (b) Non-City resident fee, per person..... $2.00
5. Volleyball
   (a) Leagues - Indoor, per team $100.00
   Non-City resident fee, per person..... $2.00
   (b) Outdoor Leagues and Tournaments
      a. Triples $45.00
      b. Doubles $30.00
      c. Quads..... $60.00
   Non-resident fee per person for leagues.....$2.00
6. Adult Soccer
   (a) Entry fee, per person..... $30.00
   (b) Non-City resident fee, per person..... $5.00

7. Adult Flag Football
   (a) Entry fee, per team ..... $300-$350
   (b) Non-City resident fee, per team $10.00
8. Adult Dodgeball
   (a) Entry fee, per team $85.00
   (b) Non-City resident fee, per team $10.00
9. Tennis Instruction
   (a) Adults (19 and over), per session .....$30.00 to $100.00
   Non-City resident fee, per session..... $5.00
   (b) Children/teens (under 19), per session.....$20.00 to $80.00
   Non-City resident fee, per session..... $5.00
   (c) Youth Tennis League Program.....$15.00 to $60.00
   Non-City resident fee..... $5.00
10. Tennis Tournament
   (a) Entry fee, singles.....$10.00 to $20.00
   (b) Entry fee, doubles .....$16.00 to $24.00
11. Tennis Courts
   (a) Individually per 1½ hour $18.00
   (b) 2 courts per 4-hour block, Monday-Friday $50.00
   (c) 2 courts per 8 to 12-hour block, Saturday-Sunday..... $65.00
   (d) 4 courts per 4-hour block, Monday-Friday $70.00
   (e) 4 courts per 8 to 12-hour block, Saturday-Sunday..... $85.00
   (f) Vendor Fee for events with Sales/Tickets..... $15.00
12. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee).....$250.00 to $300.00
13. Athletic Field Rental and Equipment
   Note: Damage Deposit – 50% of rental fee or a minimum of $100 may apply at the discretion of the Athletic Department

   (a) Softball/Baseball field rental, per day per field (excludes concession rights)(12-hour maximum)..... $85.00
   (1) Each additional hour after 12..... $15.00
   (2) Use of lights, per day per field $15.00
   (b) Soccer field rental, per day per field (excludes concession rights)(12-hour maximum) $50.00
   (1) Each additional hour after 12) $15.00
   (2) Use of lights, per day per field $15.00
   (3) Fee, per team (tournaments, scrimmages, practices) $15.00
   (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)
   (1) Per hour, per field (excludes concession rights) $20.00
   (2) Use of lights, per day per field ..... $ 5.00
   (d) Use of Parking Lot at Athletic Facilities for Special Events (Use of restroom facilities included)..... $100.00
   (e) Hunter W. Wright Stadium field rental, per hour..... $50.00 (excludes concession rights)
   Use of lights, per hour $50.00
   (f) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer.....$50.00
   (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum) $15.00

(h) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament $50.00
(i) Rental of portable mounds per field, per tournament $75.00
(j) Rental of wire/white portable fencing per field, per tournament... $75.00
(k) Rental of chain link portable fencing per field, per tournament.. $100.00
(l) Rental of white portable fencing (price per piece)..... $15.00
(m) Delivery charge for white fencing..... $25.00
(n) Set-up fee for white fencing (price per piece) $20.00
(o) Vendor selling fee, per tournament/event with Sales/Tickets $100.00

14. Youth Registration Fee
(a) Youth registration fee per sport..... $20.00
(b) Late registration fee (after deadline) ..... $ 5.00

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

H. Allandale *(NOTE: Seasonable rates may apply to some Allandale Rental Fees)*

Damage Deposit – 50% ($100.00 minimum) of rental fee may apply at the discretion of the Curator.

1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
(a) 0-50 people, Monday-Friday, 8 AM – 5 PM..... $110.00
(b) 0-50 people, Monday-Friday, 8 AM – 5 PM event with Sales/Tickets $125.00
(c) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight..... $265.00
(d) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight With Sales/Tickets $300.00
(e) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight..... $550.00
(f) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight event with Sales/Tickets $650.00
(g) 0-100 people, Saturday 8 AM – 12 Midnight $600.00
(h) 0-100 people, Saturday 8 AM – 12 Midnight event with ..... Sales/Tickets..... $700.00
Add $1.00 for each person over event maximum.
Does not include use of the Mansion Herron Dome (see Section H.4.).

2. Mansion and Garden Wedding and/or Wedding Reception Rental Fees
(a) 0-50 people, Monday – Friday, 8 AM – 5 PM $185.00
(b) 0-100 people, Monday – Thursday, 5 PM – 12 Midnight $320.00
(c) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight..... $700.00
(d) 0-100 people, Saturday 8 AM – 12 Midnight $750.00
Add $1.00 for each person over event maximum.
Does not include use of the Mansion Herron Dome (see Section H.4).

3. Mansion Meeting Rental Fees (includes use of kitchen)
(a) 0-50 people, Monday – Thursday, 8 AM – 3 PM $80.00
(b) 0-50 people, Monday – Thursday, 8 AM – 3 PM

Event with Sales/Tickets $110.00
(c) 51-100 people, Monday – Thursday, 8 AM – 3 PM $110.00
(d) 51-100 people, Monday – Thursday, 8 AM – 3 PM
Event with Sales/Tickets $125.00

4. Mansion Herron Dome Rental Fees – Appropriate Mansion rental may apply
(a) Monday – Thursday, 8 AM – 12 Midnight..... $150.00
(b) Monday – Thursday, 8 AM – 12 Midnight, event with
Sales/Tickets..... $170.00
(c) Friday 5PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight .. $200.00
(d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight.....
event with Sales/Tickets $250.00
(e) Saturday 8 AM – 12 PM Midnight $200.00
(f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. $250.00

5. Mansion Tour Fees
(a) Group tours, Monday – Friday, 8 AM – 4 PM ...$25.00 + $2.00/person
(b) Individual tours $3.00/person

6. Rehearsal Fees (all facilities and grounds)
(a) Monday – Thursday, 8 AM – 4 PM..... No Charge
(b) Monday – Thursday, 4 PM – 12 Midnight (per hour) $50.00

7. Barn Rental Fees (April – October Only)
(a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight $275.00
(b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight, event
With Sales/Tickets $310.00
(c) 0-100 people, Friday 5 PM – 12 PM Midnight, ...
Sunday 8 AM – 12 PM Midnight..... $350.00
(d) 0-100 people, Friday 5 PM – 12 PM Midnight, ...
Sunday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. $400.00
(e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... $400.00
(f) 0-100 people, Saturday 8 AM – 12 PM Midnight, Event .....
with Sales/Tickets..... $450.00
Add $1.00 for each person over event maximum.

8. Barn Gazebo Rental Fees
(a) Monday – Thursday, 8 AM – 12 Midnight..... $150.00
(b) Monday – Thursday, 8 AM – 12 Midnight, event with
Sales/Tickets $170.00
(c) Friday 5 PM–12 PM Midnight, Sunday 8 AM–12 PM Midnight $200.00
(d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 PM Midnight, ...
Event with Sales/Tickets..... $250.00
(e) Saturday 8 AM – 12 PM Midnight $200.00
(f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. $250.00
**(includes use of Barn restrooms; does not include use of Barn)

9. Picnic Pavilion Rental Fees (April – October Only)
(a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight $210.00
(b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight
Event with Sales/Tickets..... $235.00
(c) 0-100 people, Friday 5 PM – 12 PM Midnight, ...
Sunday 8 AM – 12 PM Midnight..... $250.00
(d) 0-100 people, Friday 5 PM – 12 PM Midnight, ...
Sunday 8AM – 12 Midnight, Event with Sales/Tickets..... $300.00
(e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... $300.00

(f) 0-100 people, Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets $350.00

Add $1.00 for each person over event maximum.

10. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
    (a) Monday-Thursday, 8 AM-12 Midnight..... $200.00
    (b) Monday-Thursday, 8 AM-12 Midnight Event with Sales/Tickets.... $230.00
    (c) Friday 5PM-12 Midnight and Sunday 8 AM-12 Midnight $250.00
    (d) Friday 5PM-12 Midnight and Sunday 8AM-12 Midnight Event with Sales/Tickets..... $300.00
    (e) Saturday 8 AM-12 Midnight..... $300.00
    (f) Saturday 8 AM-12 Midnight, Event with Sales/Tickets $350.00
    (Includes use of Amphitheater dressing rooms. Does not include use of Mansion, Mansion gardens or Herron Dome.)
11. Facility Charges for events lasting more than the designated time block (all facilities & grounds) $75.00/hour
12. Auxiliary Personnel: An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the Allandale Curator. The renter will be responsible for paying auxiliary personnel.
13. Photography Fees
    (a) Mansion Renters (use of house, gardens, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour maximum) ..... No Charge
    (b) Mansion Renters (use of house, gardens, grounds) Monday – Thursday, 4 PM – 9 PM (2-hour minimum)..... $50.00/hour
    (c) Non-Renters (use of house, gardens, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour minimum)..... $75.00/hour
    (d) Non-Renters (OUTDOORS ONLY/garden, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour minimum)..... $50.00/hour
14. Equipment Fees
    (a) Folding Chairs, each.....$1.50
    (b) Chivari Chairs, each $3.00
    (c) Tables, each.....$6.00
    (d) TV/VCR/DVD, per event $20.00
    (e) Piano and Disklavier, per event $50.00
    (f) Telephone Hookup for Local or"800"computer hookup, per event $35.00
    (g) Speaker Phone, per event $50.00
    (h) Flip Chart, per event $20.00
    (i) White Board, per event $10.00
    (j) Overhead, per event $15.00
    (k) LCD Projector and Screen, per event $40.00
    (l) Wi-fi connection, per day.....$50.00
    Maximum charge per event.....$100.00
15. Promotional Fees
    Eighteen free bookings, per year, to be used at the discretion of the Curator.
16. Friends of Allandale
    (a) Patron – 10% discount on one (1) party per year
    (b) Business – 10% discount on one (1) party per year
    (c) Benefactor – 15% discount on one (1) party per year
    (d) Brooks Fellow – 25% discount on one (1) party per year

I. Dog Park
1. Registration
    (a) City resident, first dog (annual fee)..... $20.00

(b) City resident, per additional dog (annual fee)..... $10.00
(c) Non-resident, first dog (annual fee) $25.00
(d) Non-resident, per additional dog (annual fee)..... $15.00
(e) Spring registration (April, May, June only) First dog..... $10.00
Per additional dog $5.00

2. Key Cards and Tags
(a) Key card replacement, per card..... $10.00
(b) Dog Park tag replacement, per tag $5.00

3. Application Processing fee $1.00

J. Bays Mountain Park

1. Entrance/Parking
(a) Per car..... up to $5.00
(b) Per bus..... $12.00

2. Natural history and planetarium programs
(a) Individual rates
(1) Planetarium..... $4.00
(15 or more, group rate) per person $3.00
(2) Nature show..... $2.00
(15 or more, group rate) per person $1.50
(3) Barge ride $3.00
(4) Association Members..... Free Passes

(b) Special programs
(1) Planetarium (other than regularly scheduled times)..... $200.00
(2) Barge rides (other than regularly scheduled times)
(maximum of 25 persons) $100.00
(3) Out-of-county student during school hours
(per student, per program) $2.00
(4) Association life members get one free bargeride during June, July and August after 6:00 p.m. *Must be pre-scheduled.*

(c) Facilities rental
(1) Building (per hour)
[a] Library (15 people maximum)..... $10.00
[b] Classroom (80 people maximum)..... $20.00
[c] Classroom/birthday parties and animal visit/2 hour) .. $75.00
[d] Farmstead..... $50.00
[e] Nature Center..... $100.00
[f] Amphitheater (after hours)..... $20.00
[g] Cabin/meeting room $40.00
[h] Overnight camping (per group/per night).....$20.00
[i] Zip line Public..... $10.00
[j] Zip line school.....$5.00
[k] Junior Ropes Course – with staffing (not required)
(per person/per hour)..... $5.00
[l] Low Ropes Course – with staffing (not required)
(per person/per hour)..... $5.00
[m] High Ropes Course Public (Hawk's Nest) – with staff supervision (required) (per person/per hour).....$25.00
[n] High Ropes course –School.....$15.00
[o] ½ Day Course Public.....$35.00
[p] ½ Day Course School.....$20.00
[q] Full Day Public.....$50.00

[r] Full Day School.....$25.00

(2) Park grounds
[a] Before hours (2-hour minimum)..... $100.00
[b] After hours (2-hour minimum)..... $100.00
[c] Special programs and/or building fee will be added to before and after hours charge
(d) Tour buses
(1) Charge for tours booked through Kingsport Convention and Visitors Bureau (barge ride or nature program and parking), per person.....$7.00
(2) All other tour groups, per person..... $10.00

K. Senior Citizens Programs
1. Activity fee
(a) Resident..... $15.00
(b) Non-City, Sullivan County Resident..... $35.00
(c) Other..... $60.00
2. Ceramic/Clay, yearly usage fee $10.00
3. Craft fee..... *Cost of materials and instructor used in project*
4. Special Class Fee
(a) Skilled classes, per semester..... $160.00
(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
(b) Instructors' Salaries.....60% maximum class fees or hourly rate
(c) Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council
5. Non-service day trips, per person/per trip
(a) Local..... $5.00
(b) Non-local $13.00
(c) Extended travel (administrative fee)..... $25.00
6. Locker Fee..... $2.00
7. Newsletter
(a) Annually $6.00
(b) Per copy..... $0.50
8. Copies, per page..... $0.25

L. Lynn View Community Center
1. Gym Rental, per hour (2-hour minimum)..... $30.00
(a) Vendor Fee for events with Sales/Tickets $15.00
2. Cafeteria Rental, per hour (3-hour minimum) $20.00
3. Cafeteria Rental per hour, event with Sales/Tickets (3 hour minimum)..... $22.00
4. Multipurpose Room Rental, per hour (3-hour minimum)..... $10.00-$15.00
5 Multipurpose Room Rental, per hour (3-hour minimum)..... Event with Sales/Tickets ..... $7.00-$12.00
6. Auditorium Rental per hour (3-hour minimum)..... $30.00
7. Auditorium Rental per hour (3 hour minimum), event with Sales/Tickets $32.00
8. Football Field Rental, per hour..... $30.00
(a) Vendor Fee for events with Sales/Tickets $35.00

(b) Light fee for event $15.00

9. Lower Baseball Field Rental, per hour $20.00
   (a) Vendor Fee for events with Sales/Tickets $15.00

10. Equipment Rental
   (a) TV/VCR/DVD, per event $15.00
   (b) Flip Chart, per event $20.00
   (c) White Board, per event $10.00
   (d) Overhead, per event $15.00
   (e) LCD Projector and Screen, per event $40.00
   (f) Wi-fi connection, per day $50.00
   Maximum charge per event $100.00

M. Farmer's Market Rental

1. Monday–Sunday, 8AM–12 Midnight (up to 8 hours considered ½ day rental) $250.00
   ($250 = $170 rental + $80 base fee and includes setup/takedown)
2. Monday–Sunday, 8AM–12 Midnight (considered full day rental) $450.00/day
   ($250 = $170 rental + $80 base fee and includes setup/takedown)
3. Facility charges for events lasting more than the designated time block (all facilities and grounds) $75.00/hour
4. Deposit due at time of confirmed reservation, applicable to the total amount due $100

*The City Manager or his designee has the authority to reduce the fee if the proposed event, including setup, is less than half the time of the rental.
**Renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Farmer's Market.
***Tables and chairs may be rented from the Kingsport Parks and Recreation Department.
****Auxiliary Personnel – Off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the City of Kingsport. The renter will be responsible for paying auxiliary personnel.
***** Damage Deposit – 50% ($100.00 minimum) of rental fee may apply at the discretion of the facility manager.

N. Kingsport Aquatic Center Events/Facilities

1. Daily Fees
   (a) Ages 2 & under ..... Free w/ paying adult
   (b) Ages 3-21 ..... $6.00
   (c) Ages 22-54 ..... $8.00
   (d) Ages 55 & over $6.00
   (e) Family (2 adults in the same household and their dependents) $30.00
   (f) Group (more than 10 people) ..... $4.00 each
   (g) After 4pm on outdoor pool:
      (1) Ages 3-21 ..... $3.00
      (2) Ages 22-54 ..... $4.00
      (3) Ages 55 & over $3.00
      (4) Family $15.00
   (h) After 7pm on indoor pool during school year:
      (1) Ages 3-21 ..... $3.00
      (2) Ages 22-54 ..... $4.00
      (3) Ages 55 & over $3.00
      (4) Family $15.00

2. Season Passes (Summer operational season)
   (a) Ages 3-21 ..... $75.00
   (b) Ages 22-54 ..... $100.00
   (c) Ages 55 & over $75.00
   (d) Couple (2 individuals sharing same household) $150.00
   (e) Family (2 adults in same household and dependents) $200.00
3. Annual Memberships (includes member rates on classes and a 10% discount on facility rentals and concessions)
   (a) Ages 3-21 ..... $230.00
   (b) Ages 22-54 ..... $300.00
   (c) Ages 55 & over $230.00
   (d) Couple (2 individuals sharing same household) $360.00
   (e) Family (2 adults in same household and dependents) $475.00
   (f) City Pass (includes an annual Aquatic membership, one Cattails discount card and an individual or family Bays Mountain Park Association annual membership)
      (1) Ages 22-54 ..... $425.00
      (2) Ages 55 & over $350.00
      (3) Family (2 adults in same household and dependents) $600.00
4. Rentals
   (a) Room- (includes tables and chairs) $40.00/hr
   (b) Indoor Facility (minimum of 2 hrs)
      (1) 1-100 people $200.00/hr
      (2) 101-250 people $300.00/hr
      (3) 251-400 / Commercial $400.00/hr
   (c) Outdoor Facility (minimum of 2 hrs)
      (1) 1-100 people $300.00/hr
      (2) 101-250 people $400.00/hr
      (3) 251-400 / Commercial $500.00/hr
   (d) Lap Lane
      (1) Short course (maximum of 8 swimmers/lane) $8.00/hr
      (2) Long course (maximum of 16 swimmers/lane) $16.00/hr
   (e) Swim meet
      (1) Full day (up to 12 hrs with an additional charge of $100/ hr if the meet lasts more than 12 hours $1000.00
      (2) Half day (5 hours or less) $600.00
5. Swim lessons
   (a) Group (8 classes w/ sibling discount of $5/additional child)
      (1) Member $45.00/session
      (2) Non-member $50.00/session
   (b) Private (1 x 30 minute class or 6 x 30 minute classes)
      (1) Member $20.00/ $100.00
      (2) Non-Member $25.00/ $110.00
   (c) Semiprivate (6 x 30 minute classes for 2 students)
      (1) Member $130.00
      (2) Non-Member $145.00
6. Water exercise classes (60 minutes in length)
   (a) Single Class
      (1) Member $5.00
      (2) Non-Member $7.00

(b) Monthly Pass (unlimited exercise classes during month)
(1) Member.....$40.00
(2) Non-Member.....$45.00
(3)

7. Training courses (instructional courses for certification)
(a) Lifeguard Training
(1) Member.....$175.00
(2) Non-member.....$200.00
(b) Water Safety Instructor
(1) Member.....$175.00
(2) Non-member.....$200.00
(c) Instructional classes lasting less than 5 hours
(1) Member.....$25.00
(2) Non-member.....$30.00
8. Special events (varies by event).....$3.00-$10.00
9. Birthday Party packages (party packages include admission for up to 15 guests, party room rental for 2 hours, a party host, and a birthday child favor bag.)
(a) Package A (basic package).....$175.00
(b) Package B (includes package A plus ¼ sheet cake, drinks, and 15 party favor bags).....$235.00
(c) Package C (includes B plus 2 Large 1 toping pizzas).....$260.00
10. Members of the Kingsport Senior Center receive a discount of 20% for all aquatic classes
11. Seasonal Fees – Memorial Day Weekend thru Labor Day
(a) Ages 2 & under.....Free w/ paying adult
(b) Ages 3-21.....8.00
(c) Ages 22-54.....$10.00
(d) Ages 55 and over.....$8.00
(e) Family (2 adults in the same household and their dependents) $34.00
(f) Group (more than 10 people).....(each) $4.00
(g) After 4pm on outdoor pool:
(1) Ages 3-21.....$4.00
(2) Ages 22-54.....$5.00
(3) Ages 55 and over.....$4.00
(4) Family.....$17.00
(5) Group (more than 10 people).....(each) $2.00

Facility fees for the Kingsport Aquatic Center will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport Tomorrow
- Kingsport City Schools

The City Manager or his designee has the authority to reduce any of the above fees for special promotions or events.

The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

Chapter 70 – Peddlers and Solicitors

A. Street Vendors Permit application fee..... $50.00
(The permit shall remain valid for one year after issuance.)

Chapter 82 - Signs

A. Inspection Fees
1. Unlighted ..... $ 8.00
2. Lighted $10.00

Chapter 86 - Solid Waste

A. Removal of Garbage, Trash and Recycling
1. Multi-family Residential and Mobile Home Park Developments collected from 96-gallon carts, per month $12.00
2. Business and Professional Complex collected
(a) From 96-gallon carts, per month, per business, per cart $15.00
(b) From dumpster boxes
KHRA & Kingsport City Schools dumpster pickup.....$10.00
Commercial & Industrial dumpster pickup.....$20.00
3. Construction waste material, per ton $82.00
This fee will be assessed to the property owner for any construction waste placed along the right-of-way.
4. Move out excessive material fee.....$100.00
5. County residential waste collection
(a) 1 Cart $15.00
(b) 2 Carts $24.00
6. Purchase or Replacement of 96-gallon Cart $60.00
7. Purchase or Replacement of 32-gallon Cart $60.00
8. Purchase of 80-gallon Compost bin $60.00
Note: This service shall be available to single family occupied homes or residences.
9. Appliance, per pickup ..... Free
10. Carpet, per pickup $25.00
11. Discarded furniture, per pickup ..... Free
12. Backyard Garbage pickup, annual fee to be billed monthly.
(July 1 through June 30) $264.00

The annual backyard garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee's Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

Annual Household Income	Annual Fee
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

13. Roll Off Containers
    (a) A tipping fee per ton (Sullivan County rates) $37.28
    (b) Rental fee, per month.....$80.00
    (c) Pull fee, per trip (minimum of one per month).....$100.00

B. Demolition Landfill Fee and Charges
A tipping fee shall be charged for all waste deposited in the City's Demolition landfill as follows:
1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twice per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs $16.00
3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more calculated on a per ton basis at a rate of (per ton) $32.00
4. Tires
    (a) 4 or less, each $1.00
    (b) More than 10, per ton $140.00

C. Contract collectors and haulers of solid waste annual application and permit fee $750.00
The annual fee must be submitted with the application. The fee is nonrefundable. Provided the application is approved by the Director of Public Works, the permit shall expire on the nest 30th day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application; and the permit if granted, shall expire on the next 30th day of April following issuance.

Chapter 90 – Streets, Sidewalks and Other Public Places

A. Sidewalk Dining Facilities Permit application fee $50.00
(The permit shall remain valid for one year after issuance.)

Chapter 98 - Traffic and Vehicles

Parking Fees (effective January 1, 2003): A parking fee structure is not in effect for parking lots owned by the City of Kingsport. These lots are commonly referred to as the Commerce Street Parking Lot, the Farmers Market Parking Lot, the Shelby Street Parking Lot, the Library Parking Lot and the Five Points Parking Lot. Parking in these lots is allowed on a first come, first served basis unless posted otherwise for a special-use event authorized in writing by the City Manager.

A. Unmetered Non-commercial Customers - Monthly rate $20.52

B. Water Connection Service Fee and Deposits
1. Inside City $30.00
2. Outside City $40.00
3. Deposit for all new and certain former residential customers..... $50.00

C. Temporary connection of 2 inch meter to fire hydrant
1. Inside City $200.00
2. Outside City $250.00

D. Water Usage Rates
1. Minimum gallons per month by meter size

Size of Meter	Gallons (Inside City)	Gallons (Outside City)
5/8 inch	2,000	1,400
1 inch	4,000	4,000
1½ inch	8,000	8,000
2 inch	14,000	14,000
3 inch	44,000	44,000
4 inch	111,000	111,000
6 inch	271,000	271,000
8 inch	388,000	388,000
10 inch	676,000	676,000
12 inch	1,200,000	1,200,000

2. Usage rate schedule

Meter inside City..... Gallons	per 1,000 gallons
First 2,000	$3.87
Next 13,000	3.11
Next 55,000	2.40
All Over 70,000	1.72

Meter outside City..... Gallons	per 1,000 gallons
First 2,000	$11.67
Next 13,000	7.07
Next 35,000	6.39
Next 70,000	5.93
Next 70,000	4.85
All over 190,000	4.56

NOTE: The water usage rates set out in paragraphs D.1 and D.2 above shall be applicable effective for billing on or after July 1, 2015.

E. Disconnection, Reconnection of Service
1. Reconnection/Nonpayment fee
(a) City water customers (before 5PM on work days) $25.00
(b) City water customers (after 5PM, weekends, holidays) $50.00
(c) Bloomingdale Utility District water customers ..... BUD Current Rate
2. Meter removal or locking fee $50.00
3. Obstruction removal fee $50.00

F. Service Call Charges

	Inside City	Outside City
1. Raise/lower water meter at the request of the user	$70.00	$95.00
2. Leak detection/line locating services (provided on private property) per hour	$60.00	$75.00
3. Backflow Prevention Devices Testing Fee		
(a) Initial Test		Free
(b) Annual Test		Free
(c) Retesting Fee, per test (if device fails on initial or annual test)		$50.00
4. Service Fee		
(a) Initial Call		Free
(b) Recurring Service Calls, each		$25.00

G. Tapping Fees (Including Fire Services / Meter Relocation Fee / Fire Service Relocation Fee)

Size of Connection (Meter or Fire Service)	Inside City	Outside City
5/8 inch	$ 635.00	$ 1,100.00
1 inch	865.00	1,370.00
1 1/2 inch	1,035.00	1,670.00
2 inch	1,240.00	2,030.00
3 inch	3,700.00	4,900.00
4 inch	4,000.00	5,400.00
6 inch	6,900.00	9,000.00
8 inch	8,700.00	11,000.00
10 inch	12,100.00	14,900.00

NOTE: Tapping fees, relocation fees and fire service fees for meters of 6 inches and larger shall be subject to additional charges calculated on an individual basis, based on the cost to connect the meter to the City's main water line.

H. Private Fire Service Connection (Monthly Charge - Plus usage rates found in Section D.2)

Size of Connection Furnished by City	Inside City	Outside City
4 inches and below	$ 15.00	$ 31.00
6 inches	20.00	42.00
8 inches	30.00	62.00
10 inches	40.00	82.00
12 inches	60.00	142.00

I. Fire Hydrants

1. Fire hydrant installation (inside or outside City)	$2,500.00
2. Hydrant relocation fee (inside or outside City when performed at the request of any interested party)	$2,500.00

J. Water Line Extension

1. Cost estimation (refundable only if extension is approved)	$50.00

2. Extension cost (per foot)

Size	Cost per Lineal Foot
2-inch PVC	$7.00
4-inch PVC	$10.00

6-inch ductile iron $30.00
8-inch ductile iron $40.00

NOTE: On extensions of 6 and 8-inch ductile iron pipe there will be an additional charge of $1,000 per 500 feet for fire hydrant connection plus the hydrant fee stated above.

K. Sewers and Sewage Disposal

1. Tap-on fees

(a) Residences, single family - cluster homes, condominiums, townhouses, duplexes, row houses etc. per living unit (existing structures and new construction) served by sanitary facilities

(1) Inside City ..... $1,950.00[1]
(2) Outside City ..... $2,250.00[1]

(b) Additional units on same tap $200.00

(c) Additional units requiring additional tap
OR, additional tap on same property
OR, relocation of existing lateral

(1) Inside City ..... $1,950.00[1]
(2) Outside City ..... $2,250.00[1]

(d) Car wash (existing structures and new construction)

(1) First bay
(i) Inside City $1,950.00
(ii) Outside City $2,925.00

(2) Each additional bay
(i) Inside City $500.00
(ii) Outside City $750.00

(e) Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks (existing structures and new construction)

(1) First rental unit/room
(i) Inside City $1,950.00
(ii) Outside City $2,925.00

(2) Each additional unit
(i) Inside City $200.00
(ii) Outside City $300.00

(f) Large and small commercial users, factories and shopping centers (existing structures and new construction)

(1) First 10,000 sq. ft. (or each additional lateral)
(i) Inside City $1,950.00
(ii) Outside City $2,925.00

(2) Each additional 10,000 sq. ft.
(i) Inside City $300.00
(ii) Outside City $450.00

(g) Low Pressure Tap Fees
On-site Individual Pump (requires evaluation, Public Works Director's written approval and written agreement with property owner)

(1) New Structures
(i) Inside City $5,000.00
(ii) Outside City $5,300.00

(2) Existing Structures

(i) Inside City $1,950.00

(ii) Outside City $5,300.00

(h) Sewer connection fee (fee charged to developer when City crews tap or connect developer installed collector lines to existing City trunklines)..... $1,000.00

[1]Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. Also, the property owner shall owe a lateral construction fee in addition to the current tap fee if the lateral is not in place at the time of connection.

2. Interest rate, per annum..... 9.5%
Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.

3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.

4. Definitions

(a) Financing

Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.

Owners of the following classes of property:

—Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)

—Existing additional units

may finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest charged

at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.

In the event an outside property owner financing a tap fee is annexed he/she shall be given a pro rata credit to their outstanding principal balance in the month following the effective date of annexation equal to the difference between an outside tap fee and an inside tap fee in effect at the time the promissory note was initially entered into. The pro rata amount to be credited against the property owner's account will be determined by allocating the difference between an outside tap fee and an inside tap fee on a monthly basis over the term of the promissory note and applying the monthly amount to the number of installments remaining to be billed over the term of the promissory note as of the effective date of the annexation. The amount calculated by applying the monthly amount to the number of unbilled installments as the effective date of annexation will be applied as a credit against the property owner's outstanding principal balance.

Financing shall not be available to owners of the following class of property:

— New residences located in subdivisions in which sewer mains and laterals have been installed by developers

Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

(b) Categories of Uses

(1) Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.

(2) Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.

(3) Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.

(4) Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning

Commission where developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.

(5) Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.

(6) Multi-family Complex: Usually consists of one building with direct access from building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.

(7) Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.

(8) Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.

(9) Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 26-124 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

5. Monthly sewer service charges

(a) Class I sewerage inside City
per 1,000 gallons per month $7.52
Minimum charge (2,000 gallons) $15.04

(b) Class I sewerage outside City
per 1,000 gallons per month $11.30
Minimum charge (2,000 gallons) $22.60

(c) Class II sewerage surcharge fees
(1) BOD per lb $0.204
(2) TSS per lb $0.102

(d) Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Public Works Director as receiving septic tank pumping and waste hauling services provided by the City of Kingsport shall be subject to the sewer user fee for

Class I customers as set out in (a) above. Tap fee applicable to property served shall be paid before such service begins.

NOTE: The sewer usage rates set out in paragraph K.5 above shall be applicable effective for billing on or after July 1, 2015.

6. A sewer cap shall be established for all residential customers as follows:
   (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.
   (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
   (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
   (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
   (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.

7. Wastewater discharge permit fees
   (a) Non-domestic permit application
      (1) Original application
         (i) Inside City $50.00
         (ii) Outside City $60.00
      (2) Renewal application
         (i) Inside City $25.00
         (ii) Outside City $30.00

      Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.
   (b) Non-domestic permits (annual fee)
      (i) Inside City $200.00
      (ii) Outside City $240.00

      Permits are issued for annual periods not to exceed a 5-year time limit. Fees are based on an annual rate.
   (c) Transfer permit $100.00
8. Waste Water Appeals Board fee $250.00
9. Water/Sewer Monitoring, inspection and surveillance fees
   (a) Lateral inspection
      (1) Inside City (per foot) $2.00
      (2) Outside City (per foot) $3.00
      (3) Minimum charge $50.00
   (b) Dye/Smoke test
      (1) Inside City $50.00
      (2) Outside City $75.00

(c) Investigation of odor
(1) Inside City $50.00
(2) Outside City $75.00
(d) Pretreatment inspection $50.00
(e) Sample collection/composite
(1) City provides equipment $50.00
(2) Industry provides equipment $30.00
(f) Sample collection/grab $50.00
(g) Flow monitoring (per day) $50.00
(h) 5-day BOD $25.00
(i) Total Coliform/E-Coli $35.00
(j) Total suspended solids $15.00
(k) Dissolved oxygen $10.00
(l) Ammonia $20.00
(m) pH $10.00
(n) Temperature $10.00
(o) Oil and grease $50.00

10. Waste hauler permit fee (annual) $50.00
11. Hauled waste disposal
(a) Domestic (per load up to 2,000 gallons) $75.00
(b) Non-domestic (per 1,000 gallons)
(1) Inside City $150.00
(2) Outside City (in 201 area) $250.00
(3) Outside City (out of 201 area) $400.00
12. Application exception $500.00
(temporary exception to waste water discharge restrictions)
1 per year not to exceed 180 days
13. Lateral cleaning
(a) Inside City $100.00
(b) Outside City $150.00
14. Relocation of residential pump
(a) Inside City $3,000.00
(b) Outside City $4,500.00
15. UST discharge permit fee (per tank) $100.00
16. Groundwater discharge permit fee $250.00
(annual fee, per location)
17. Manhole adjustment fee (per foot adjusted) $200.00
18. Lateral location fee
(a) Inside City $150.00
(b) Outside City $200.00

L. Stormwater User's Fee Rates

The terms used in this subsection L shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility.

The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user's fees is $3.50 per month per SFU.

For the other developed property classification in the chart below the number of single-family units is determined by dividing the total square footage of impervious surface area of the property by the single-family unit (SFU) rounded to the nearest tenth. The minimum value shall

not be less than one single-family unit.

The stormwater user's fee rate for non-exempt single-family residential property, non-single family residential property, and other developed property classifications are shown in the following chart:

Classification	% SFU	Stormwater User's Fee Monthly Rate
Single-Family Residential Property		
Tier (square footage of impervious surface) 0 to 1,912 1,913 to 6,269 6,270 and beyond	 70 100 140	 $2.45 per month $3.50 per month $4.90 per month
Non-Single Family Residential Property – Duplexes, townhouses, apartments, condominiums, mobile homes, etc.		
Charge *Per Each Dwelling Unit*	60	$2.10 per month
Other Developed Property – Commercial, industrial, institutional, recreational, cultural, churches, parking lots, etc.	Variable, depending on amount of impervious surface area	$3.50 per SFU per month with a minimum fee of no less than $3.50 per month

The stormwater user's fee shall be effective beginning February 1, 2012. The fee will become due at the end of the month in which it is charged, and it will be payable in the following month.

M. Payment Processing Posting Priority

Payments for services billed on City utility statements will be processed, posted and applied to the accounts receivable in the following order of priority:

Payment Priority	Accounts Receivable Description
10	Bankruptcy
11	Balance Forward
12	Payment Correction Transfer Balance
13	Returned Check Fee
14	Service Charges
15	Returned Check Transfer Balance
16	Declined Credit Card IVR Fee
17	Non-Payment Fee
18	Final Bill
19	Installation Fees
20	Water Tap Fees
21	Lines Extension Estimate
22	Utility Deposit
23	Finance Department Adjustment
30	Stormwater Penalty
31	Stormwater Fees
40	Residential Garbage – Backdoor
41	Residential Garbage – Curbside
42	Multi-Family/Business/Professional Complex Garbage
60	Miscellaneous Charge

61..... Deposit Interest
62..... Census Survey
78..... Sewer Penalties
79..... Sewer Sales
87..... State Sales Tax
88..... Water Penalties
89..... Water Sales

N. Bulk Sale of Residential Water and Sewer Taps – Bundled (Taps purchased as a bundle and assigned to an existing address)

If the account is not activated within the first year, minimum usage rates will begin one year from the date of purchase.

1. 10-19 taps purchased as a bundle
   (a) Inside City.....25% discount
   (b) Outside City.....20% discount
2. 20 or more taps purchased as a bundle
   (a) Inside City.....50% discount
   (b) Outside City.....40% discount

Chapter 110 - Vehicles for Hire

A. Charter Bus Fees
1. Per hour (subject to a three (3) hour minimum charge) $40.00
2. Private Charter of 24-passenger Mini-Bus (first 2 hours)..... $150.00
   (a) (per hour thereafter) $100.00
3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
   (a) (First two hours) $125.00
   (b) (per hour thereafter) $80.00

[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]

B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
Side Panel (each) $7,000.00
Back Panel $4,000.00
Both Sides and Back Panel $15,000.00

PUBLIC TRANSPORTATION

A. KATS Fixed-Route Service Fares
1. Regular fare $1.00
2. 65 and over..... $0.50
3. Handicapped..... $0.50
4. Monthly Pass $20.00
5. City Employees/Students with valid ID/Children under age 18 .....Free
6. Military Veterans with Valid ID..... $0.50

B. KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.)
1. Zone 1, ADA/Paratransit trips within Blue Zone

(one-way trip)..... $2.00

2. Zone 2, ADA/Paratransit trips within Green Zone (one-way trip)..... $4.00
3. Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip)..... $5.00

C. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)

1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip) $3.00
2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip) $4.00
3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip) $5.00

Chapter 114 - Zoning

A. Planning and Zoning Fees

1. Rezoning application fees:
   (a) Any downsizing (from higher to lower density)..... $200.00
   (b) Any rezoning less than 20 acres..... $400.00
   (c) Any rezoning over 20 acres..... $450.00
2. Each case filed with the Board of Zoning Appeals $50.00
3. Historic Zoning Commission
   (a) Case filed for hearing at HZC Meeting $50.00
   (b) Case filed for In-House Approval with HZC .....No charge
4. Each case filed with the Gateway Review Committee.....$50.00
5. Planned Developments (including condominiums).....$20.00 per unit
6. Site Plan (ZDP-PD-M1-R-MX):
   (a) Preliminary $100.00
   (b) Final.....$50.00

B. Subdivision fees

1. Preliminary Plat $200.00
2. Construction Plans.....(to be determined by Engineering)
3. Final Plat (including minor subdivisions)..... $25.00 per lot
4. Bond Recording Fee (per page) $4.00

C. Right-of-Way Vacating application fee $75.00

D. Off-Premise Signs, Per Face (annual) $100.00

E. Zoning Verification Letter.....$20.00

F. Geographic Information Services (GIS) Fees:

1. Map Products
   (a) Staff time, per hour..... $23.00
   (b) Hard copy maps, standard sizes
      (1) 48" x 36" $30.00
      (includes Kingsport Street Index Map and all Map Books)
      (2) 36" x 24"..... $25.00
      (3) 8.5" x 11"..... $10.00
   (c) Hard copy maps, custom sizes (per inch, by longest side).....$0.63
   (d) Tax maps, 911 maps, and subdivision plats (per copy) $5.00

2. Standard GIS Reports (street dictionary, etc., per page) $0.10
3. Geographic Data for commercial users 5%
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)

[Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the fees, rates, and charges set out in this resolution shall be in effect from and after its date of adoption unless otherwise stated herein, or until and unless any fee, rate, or charge is changed by subsequent resolution.

Adopted this 2nd day of June, 2015.

ATTEST:

DENNIS R. PHILLIPS, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Revised 6/1/15

Fee Description (FY16 changes)	New Fee	Amended Fee	Old Fee
CHAPTER 2 - ADMINISTRATION			
Credit & Debit Card Transactions & Convenience Fees			
Payment transactions made via internet through Kingsport Public Library payment systems	**$0.50**		
CHAPTER 66 - PARKS AND RECREATION			
Civic Auditorium Meeting/Party Rooms			
Rooms 1 and 2 each, per hour		**$0.00**	$6.00 (fee deleted)
Rooms 1 and 2 each, per hour event with Sales/Tickets		**$0.00**	$7.00 (fee deleted)
Rooms 1 and 2 together, per hour		**$0.00**	$7.00 (fee deleted)
Rooms 1 and 2 together, per hour event with Sales/Tickets		**$0.00**	$8.00 (fee deleted)
Room 4 per hour each	**$6.00**		
Room 4 per hour each event with Sales/Tickets	**$7.00**		
Rooms 3 and 4 together, per hour	**$8.00**		
Rooms 3 and 4 together, per hour event with Sales/Tickets	**$9.00**		
V.O Dobbins Sr., Complex, Room, Gym & Field Rental Fees			
Computer/Learning Lab Rental Fees: Lab uses for training purposes per hour	**$16.00**		
Athletics (Tennis Instruction)			
Adults (19 and over), per session		**$30.00-$80.00**	$35.00
Non City resident fee, per session		**$5.00**	$40.00
Children/teens (under 19) per session		**$20.00-$80.00**	$20.00-$30.00
Non City resident fee, per session		**$5.00**	$25.00-$35.00
Youth Tennis League Program		**$15.00-$60.00**	$15.00
Non City resident fee		**$5.00**	$17.00
Athletic Field Rental and Equipment			
Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament	**$50.00**		
Rental of chain link portable fencing per field,per tournament	**$100.00**		
Rental of white portable fencing (over 20 pieces/sections)			$10.00 (fee deleted)
Set-up fee for white portable fencing (over 20 pieces/sections)			$25.00 (fee deleted)
***Language ADDED: Brickyard Park with other ball parks where applicable*			
Farmers Market Rental			
Monday–Sunday, 8AM–12 Midnight (up to 8 hours considered ½ day rental)		**$250.00**	$150.00
($250=$170 rental+$80 base fee and includes setup/takedown)			
Monday–Sunday, 8AM–12 Midnight (considered full day rental)		**$450.00**	$250.00
($450=$370 rental+$80 base fee and includes setup/takedown)		**$450.00**	$250.00
Allandale			
Mansion and Garden Basic Rental Fees			
0-100 people, Friday, 5pm-Midnight/Sunday, 8am-Midnight		**$550.00**	$500.00
0-100 people, Friday, 5pm-Midnight/Sunday, 8am-Midnight Event with Sales/Tickets		**$650.00**	$560.00
0-100 people, Saturday, 8am-Midnight		**$600.00**	$540.00
0-100 people, Saturday, 8am-Midnight Event with Sales/Tickets		**$700.00**	$600.00
Mansion and Garden Wedding and/or Wedding Reception Rental Fees			
0-100 people, Friday, 5pm-Midnight/Sunday, 8am-Midnight		**$700.00**	$630.00
0-100 people, Saturday, 8am-Midnight		**$750.00**	$680.00
Mansion Herron Deome Rental Fees			
Friday, 5pm-Midnight/Sunday, 8am-Midnight		**$200.00**	$165.00
Friday, 5pm-Midnight/Sunday, 8am-Midnight Event with Sales/Tickets		**$250.00**	$185.00

Saturday, 8am-Midnight		**$200.00**	$180.00	
Saturday, 8am-Midnight Event with Sales/Tickets		**$250.00**	$200.00	
Barn Rental Fees				
0-100 people, Friday, 5pm-Midnight/Sunday, 8am-Midnight		**$350.00**	$300.00	
0-100 people, Friday, 5pm-Midnight/Sunday, 8am-Midnight Event with Sales/Tickets		**$400.00**	$340.00	
0-100 people, Saturday, 8am-Midnight		**$400.00**	$330.00	
0-100 people, Saturday, 8am-Midnight Event with Sales/Tickets		**$450.00**	$370.00	
Barn Gazebo Rental Fees				
Friday, 5pm-Midnight/Sunday, 8am-Midnight		**$200.00**	$165.00	
Friday, 5pm-Midnight/Sunday, 8am-Midnight Event with Sales/Tickets		**$250.00**	$1,850.00	
Saturday, 8am-Midnight		**$200.00**	$180.00	
Saturday, 8am-Midnight Event with Sales/Tickets		**$250.00**	$205.00	
Picnic Pavilion Rental Fees (April-October Only)				
0-100 people, Friday, 5pm-Midnight/Sunday, 8am-Midnight		**$250.00**	$230.00	
0-100 people, Friday, 5pm-Midnight/Sunday, 8am-Midnight Event with Sales/Tickets		**$300.00**	$250.00	
0-100 people, Saturday, 8am-Midnight		**$300.00**	$250.00	
0-100 people, Saturday, 8am-Midnight Event with Sales/Tickets		**$350.00**	$275.00	
Amphitheater Rental Fees-Appropriate Mansion rental may apply				
Friday, 5pm-Midnight/Sunday, 8am-Midnight		**$250.00**	$220.00	
Friday, 5pm-Midnight/Sunday, 8am-Midnight Event with Sales/Tickets		**$300.00**	$250.00	
Saturday, 8am-Midnight		**$300.00**	$240.00	
Saturday, 8am-Midnight Event with Sales/Tickets		**$350.00**	$275.00	
CHAPTER 102 - UTILITIES				
Disconnection/Reeconnection of Service				
City Water Customers reconnection/nonpayment fee		**$25.00**	$20.00	
City Water Customers reconnection/nonpayment fee (after 5pm, weekends, holidays)	**$50.00**			
Meter removal or locking fee		**$50.00**	$40.00	
Water Usage Rate Schedule **Meter Inside City**				
First 2,000 gallons		**$3.87**	$3.79	**per 1,000 gallons**
Next 13,000 gallons		**$3.11**	$3.05	**per 1,000 gallons**
Next 55,000 gallons		**$2.40**	$2.35	**per 1,000 gallons**
All over 70,000 gallons		**$1.72**	$1.69	**per 1,000 gallons**
Monthly Sewer Service Charges				
Class I sewerage inside City per 1,000 gallons per month		**$7.52**	$7.37	**per 1,000 gallons**
Minimum charge (2,000 gallons)		**$15.04**	$14.74	
Class I sewerage outside City per 1,000 gallons per month		**$11.30**	$11.08	**per 1,000 gallons**
Minimum charge (2,000 gallons)		**$22.60**	$22.16	
CHAPTER 110 - VEHICLES FOR HIRE				
KATS Fixed-Route Service Fares Monthly Pass		**$20.00**	$15.00	
CHAPTER 114 - ZONING				
Zoning Verification Letter	**$20.00**			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Reappointment to the Kingsport Public Library Commission

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

Action Form No.: AF-87-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:
Approve appointment.

Executive Summary:
Mrs. Carla Karst has agreed to be reappointed to the Kingsport Public Library Commission if approved by the Board of Mayor and Aldermen. This reappointment will be for a three-year term effective immediately and will expire June 30, 2018.

Carla Campbell Karst a native of Kingsport. She graduated from Dobyns- Bennett High School and attended East Tennessee State University where she was a member of the Jazz Singers Concert Choir and Chamber Choir. She also performed with the cast of "I Hear America Singing" at Opryland USA in Nashville, TN.

Carla is a lifetime member of the Women's Symphony Committee where she has served as President and Co-President. Currently she serves on the Kingsport Library Committee and is a member of CAP (Community Advisory Panel) for Eastman Chemical Company. She is co-owner of the Edinburgh Development Group.

For many years Carla was involved in full time music ministry, she had the privilege of working with Billy Graham Evangelistic Association, Aglow International, Joni Eareckson Tada, Professional Athletes Outreach and Steve Wingfield Ministries. She has lead worship and spoken at many churches throughout the United States, Canada, Puerto Rico, Singapore, Malaysia, Sweden and Poland. She has done short-term mission outreach in St. Martin, St. Kitts, Dominica, and St. Vincent. She has nine albums to her credit that range from original songs, hymns, gospel, love songs, and live praise and worship.

Carla is married to Daniel they have three grown children. Dustin, Daine and her husband Luke Stocker and a grandson Liam and granddaughter Collins, Darah and her husband David Moseley.

	Y	N	O
Clark			
George			
Hall			
McIntire			
Parham			
Segelhorst			
Phillips			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Reappointment to the Beverage Board

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

Action Form No.: AF-135-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation: Approve appointment.

Executive Summary:
Mr. Lonnie Salyer has agreed to be reappointed to the Beverage Board if approved by the Board of Mayor and Aldermen. This reappointment will be for a three-year term effective immediately and will expire June 30, 2018.

Lonnie Salyer is a native of Kingsport, and is currently an Energy Procurement Manager at Eastman Chemical where his responsibilities include daily coal procurement operations and logistics for Kingsport, TN and Indian Orchard, MA. In addition, Lonnie is the lead Procurement Manager for Natural Gas, Industrial Gases and Process Chemicals for several North America sites. Previous to joining Direct Procurement, Lonnie held Eastman roles in Global Logistics Operations and Global Packaging Inventory Management.

Lonnie holds a Bachelor's Degree in Finance from the University of Tennessee and an M.B.A. from East Tennessee State University, where he was selected as the 2012 M.B.A. Commencement Class Representative by his fellow students.

Before returning to Kingsport, Lonnie worked in financial services, investment securities and private label automotive finance in North Carolina and Middle Tennessee. In 2001, he was a recipient of the Ford Credit President's Award for Customer Service Excellence.

A 2011 graduate of Leadership Kingsport, Lonnie has been active in local civic and community organizations including two years on the Leadership Team for Kingsport Knetic Young Professionals, four years on the Board of Directors of The Appalachian Logistics League where he was the 2011 President and two years on the Leadership Kingsport Council where he was 2012-2013 Programs Chair. Currently Lonnie is serving on the Kingsport Beverage Board, having agreed last year to step in and complete a term vacated by a former board member.

Lonnie lives in Kingsport with his wife Aundrea Y. Wilcox, the Executive Director of KOSBE (Kingsport Office of Small Business & Entrepreneurship) and a nationally recognized author and small business advocate. His son Cody attends Dobyns-Bennett High School and his step daughter Barbara is currently attending Middle Tennessee State University majoring in Mass Communications.

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Offer for Easements and Rights-of-Way for Phase 1 of the Water Line System Improvements Project

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

Action Form No.: AF-143-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: R. Trent, P. Gilmer
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:
In order to improve existing water system services citywide, the Public Works Department has requested rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

This project will be funded under #WA1401.

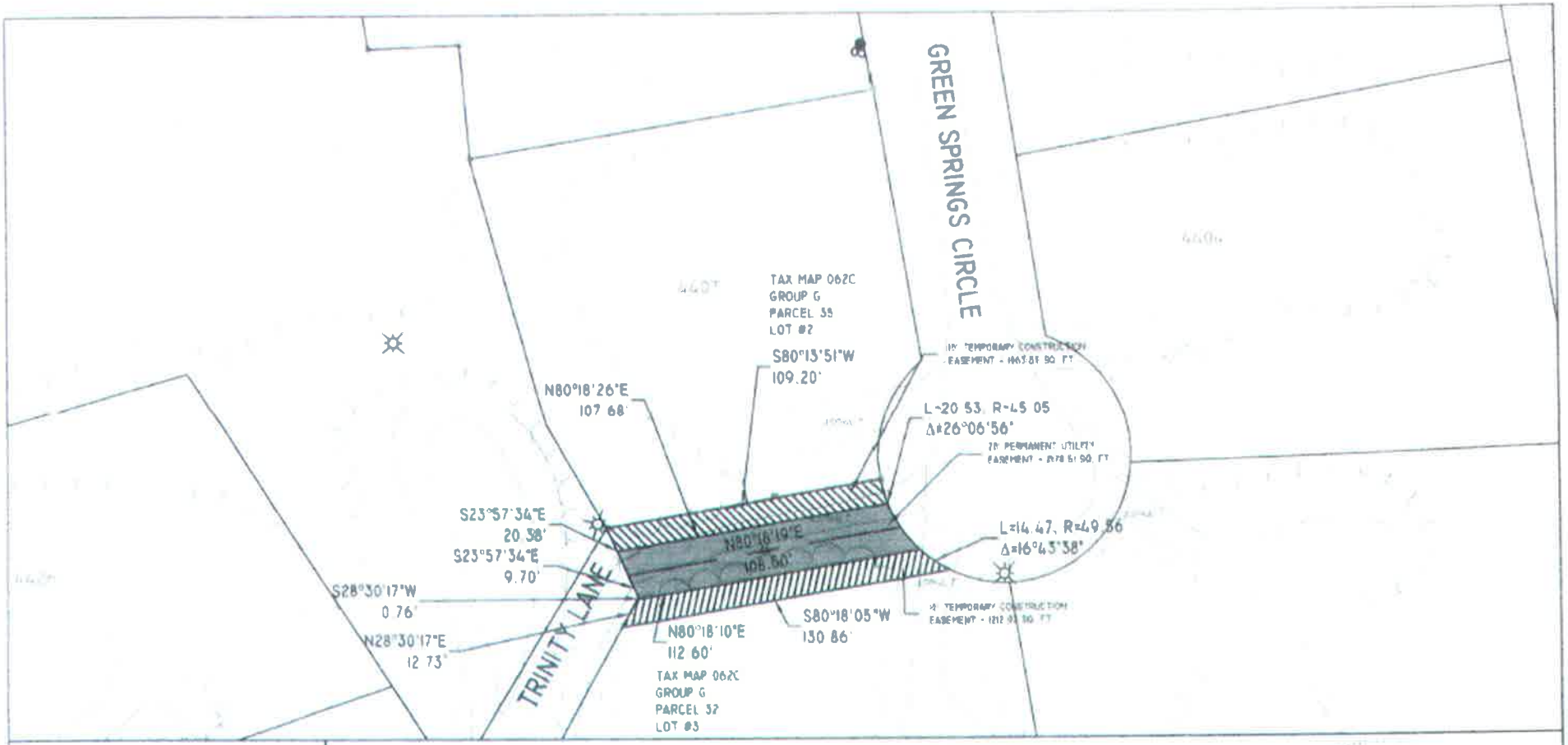
Attachments:
1. Water Line System Improvements Project – Phase 1 Offers
2. Easement Location Maps

Funding source appropriate and funds are available: JR

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

Water Line System Improvements Project - Phase 1 Offers

Tax Map & Parcel	Property Owner	Easement Area	Appraised Value
#062C; G-032.00	David Saleh 4411 Greenspring Circle Kingsport, Tennessee 37664	Perm. 2,178.51 sq. ft. Temp. 2,275.58 sq. ft.	$558.00 $437.00
#047M; D-016.00	3 Tees, LLC 1300 Jan Way Kingsport, Tennessee 37660	Perm. 1,296.97 sq. ft. Temp. 1,324.98 sq. ft.	$1,022.00 $783.00
#047M; D-017.00	3 Tees, LLC 1300 Jan Way Kingsport, Tennessee 37660	Perm. 1,294.04 sq. ft. Temp. 1,306.76 sq. ft.	$932.00 $705.00



ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)

N

WATER LINE EASEMENTS ACROSS

LOT 3 PRESTON HILLS

LOCATED IN THE 11TH CIVIL DISTRICT OF SULLIVAN CO., TN

LAWRENCE H. EMMERT REGISTERED LAND SURVEYOR TENNESSEE NO 1475

OFFICE OF THE CITY ENGINEER
DATE 1 MAY 2015

N-2531

KINGSPORT, TN
SCALE 1"=50'

LAWRENCE H. EMMERT
REGISTERED LAND SURVEYOR
5/6/15
TENNESSEE NO. 1475

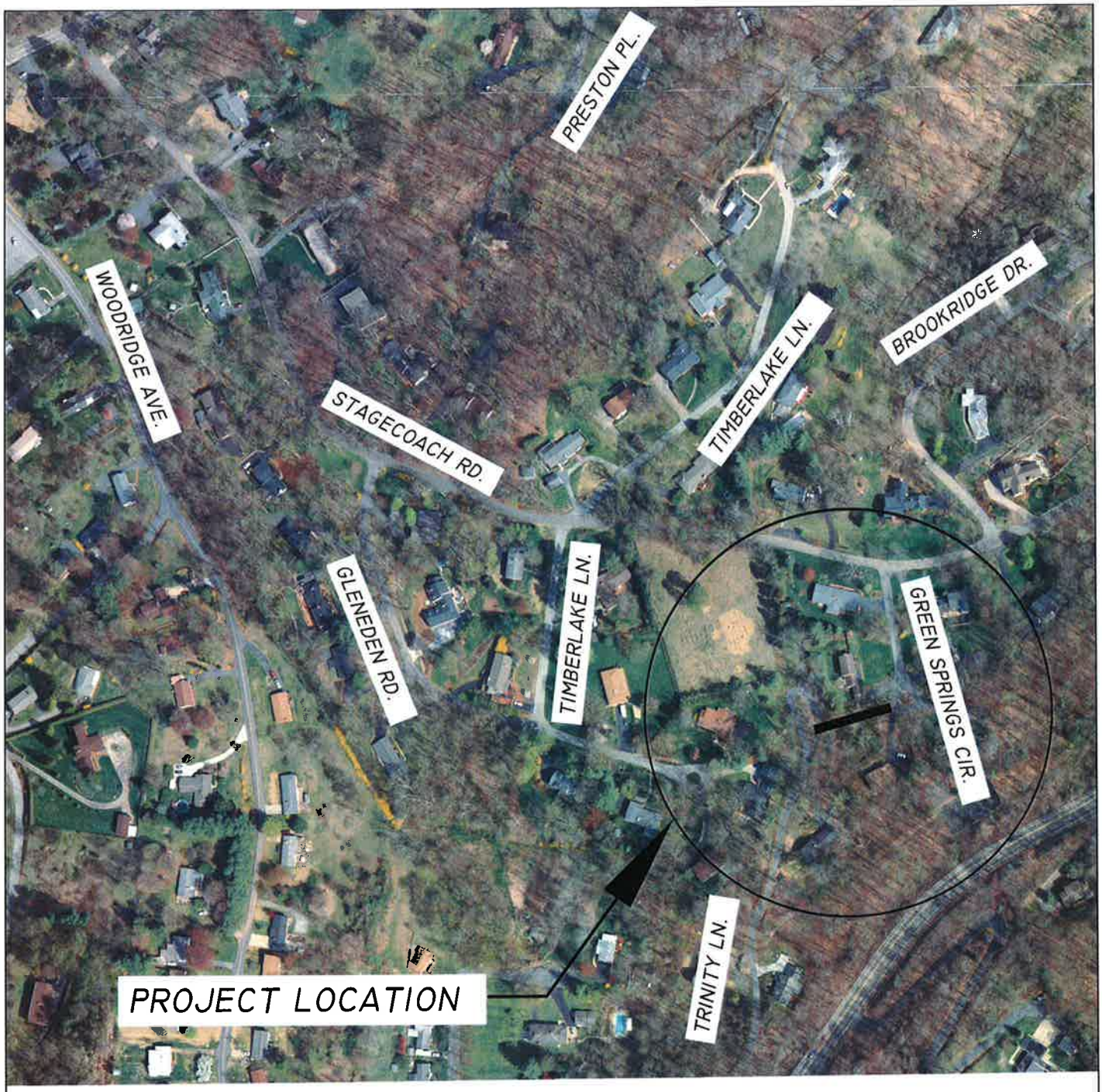


FIGURE 1 - MAP LOCATION
PROPOSED WATER FACILITIES
WATERLINE SYSTEM IMPROVEMENTS - PHASE 1

CITY OF KINGSPORT, TENNESSEE

NO SCALE

27 MAY 2015

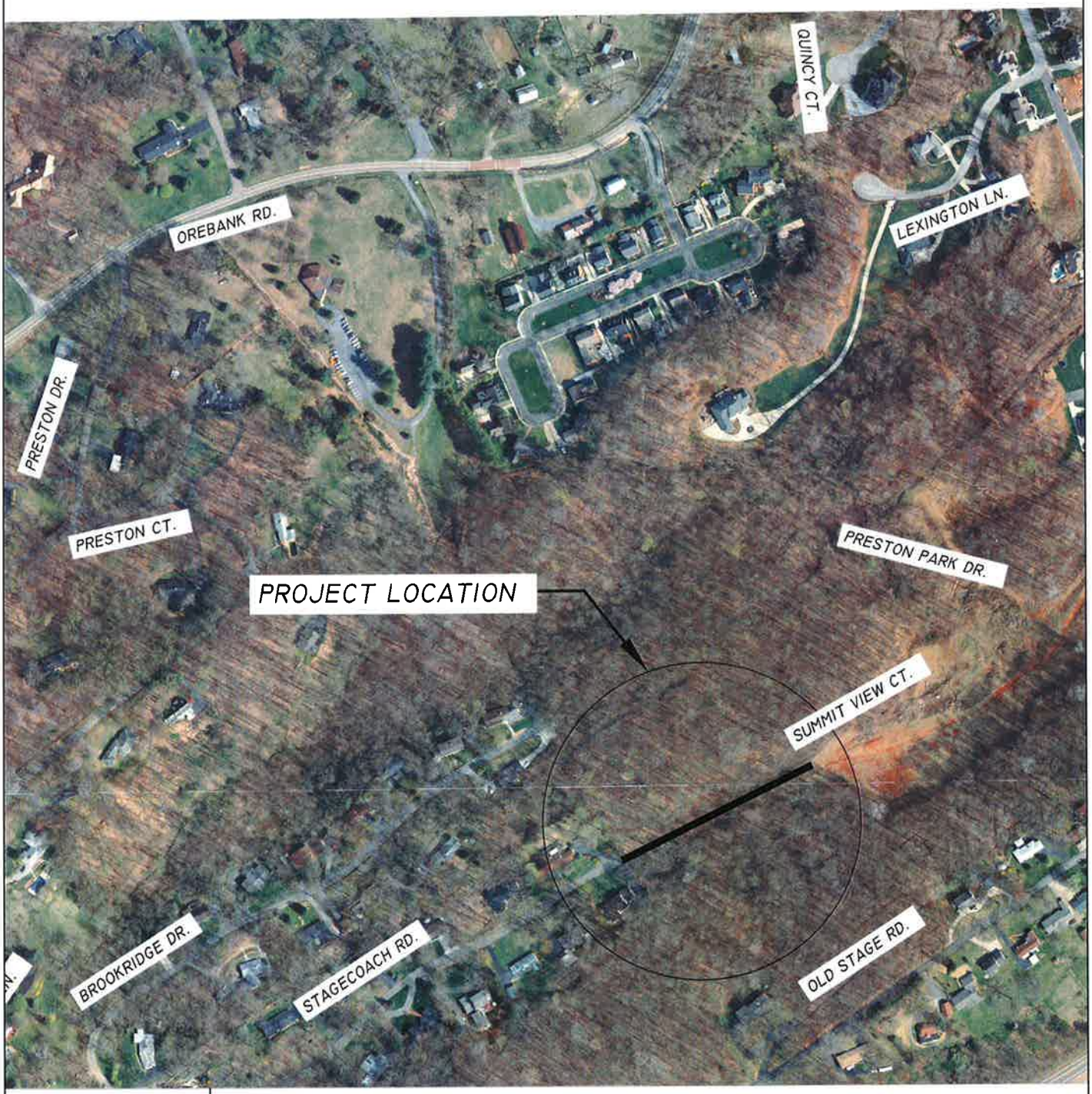


FIGURE 2 - MAP LOCATION
PROPOSED WATER FACILITIES
WATERLINE SYSTEM IMPROVEMENTS - PHASE I

CITY OF KINGSPORT, TENNESSEE

NO SCALE

27 MAY 2015

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Offer for Easements and Rights-of-Way for the Ava Drive Sewer Pump Station Access Road Project

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

Action Form No.: AF-144-2015
Work Session: June 1, 2015
First Reading: N/A

Final Adoption: June 2, 2015
Staff Work By: R. Trent, P. Gilmer
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:
In order to improve access to provide maintenance to the existing sewer pump station in the Ava Drive area, the Public Works Department has requested rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

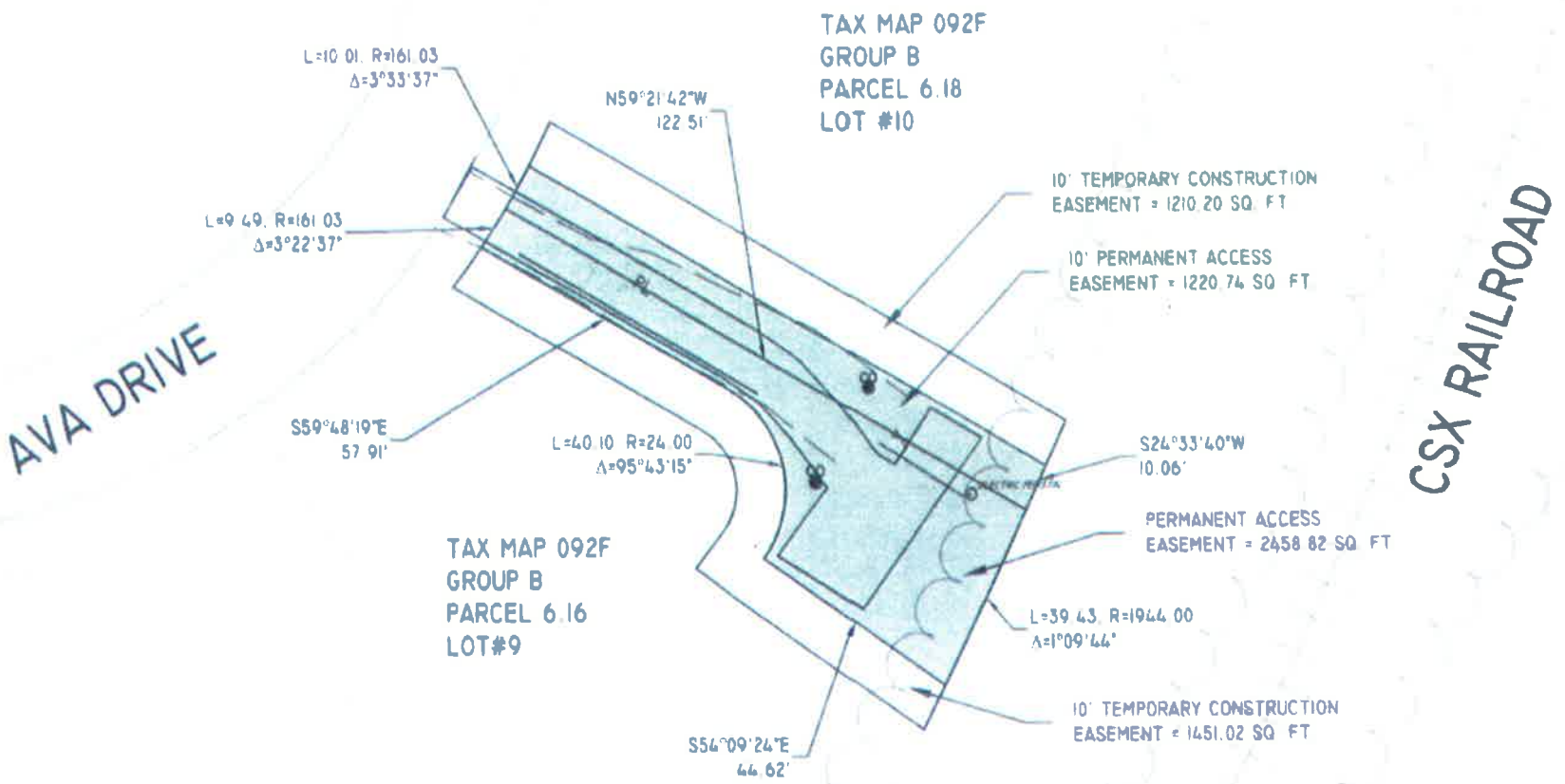
Tax Map & Parcel	Property Owner	Easement Area	Appraised Value
#092F; B-006.16	R. Mack Slaughter & Lela J. Slaughter, Trustees c/o Jan Silver 6812 Forest Hills Drive Plano, Texas 75023	Perm. 2,458.82 sq. ft. Temp. 1,451.02 sq. ft.	$1,023.00 $453.00
#092F; B-006.18	R. Mack Slaughter & Lela J. Slaughter, Trustees c/o Jan Silver 6812 Forest Hills Drive Plano, Texas 75023	Perm.1,220.74 sq. ft. Temp. 1,210.20 sq. ft.	$508.00 $377.00

This project will be funded under #SW1402.

Attachments:
1. Easement Location Map

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



ALL BEARINGS AGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)

N

ACCESS EASEMENT ACROSS

LOTS 9 & 10 FOREST HILLS SUBDIVISION ANNEX

LOCATED IN THE 14TH CIVIL DISTRICT OF SULLIVAN CO. TN

LAWRENCE H. EPPERT, REGISTERED LAND SURVEYOR TENNESSEE NO. 1475

OFFICE OF THE CITY ENGINEER
DATE 30 APRIL 2015

N-2525

KINGSPORT, TN
SCALE 1"=30'

LAWRENCE H. EPPERT
REGISTERED LAND SURVEYOR
XVI
4/30/15
TENNESSEE NO. 1475

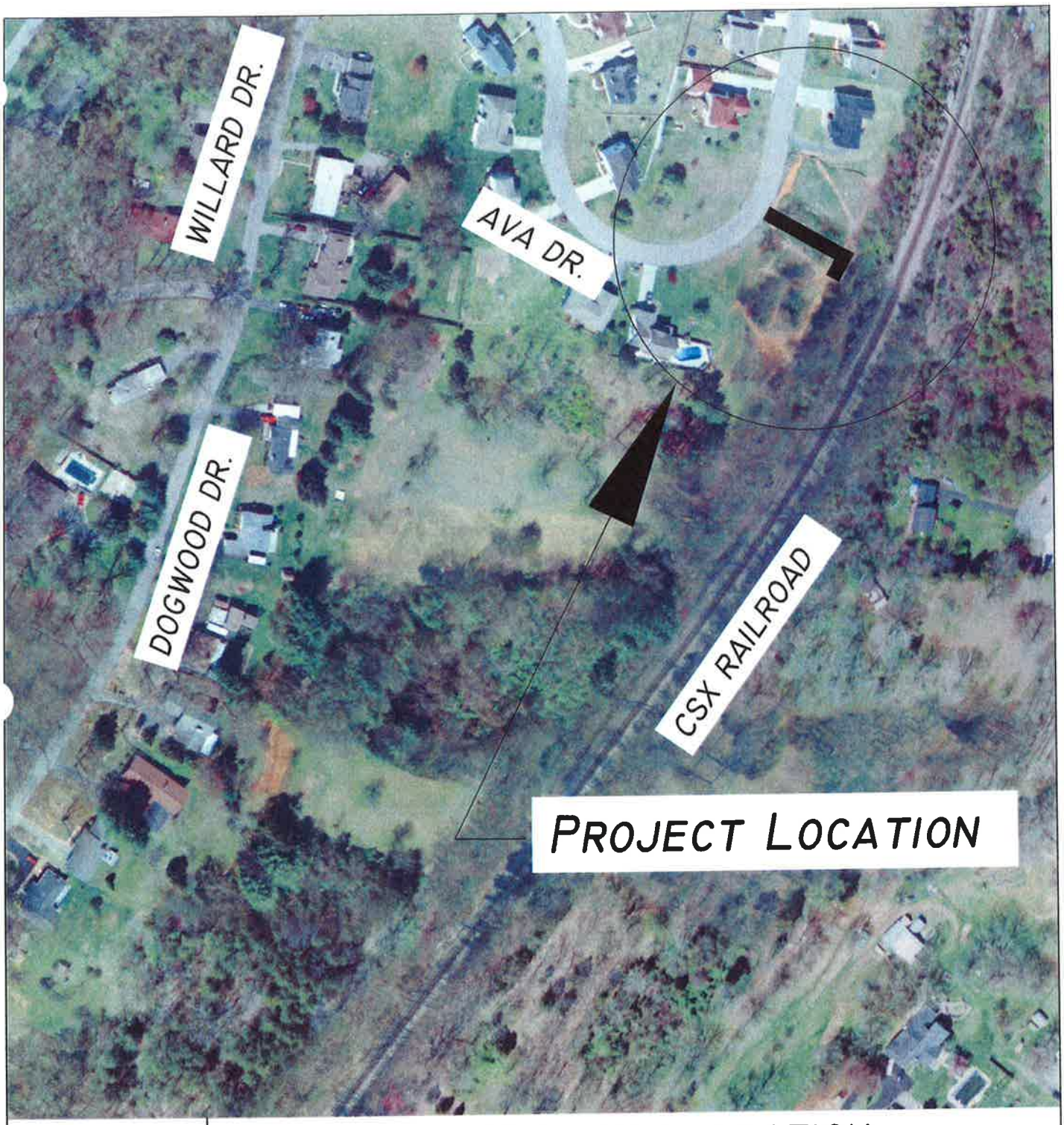


FIGURE 1 - MAP LOCATION
ACCESS EASEMENT
AVA DRIVE

CITY OF KINGSPORT, TENNESSEE

NO SCALE

27 MAY 2015