



**Kingston Springs Board of Commissioners  
Public Hearing Agenda  
August 20, 2015**

**1. Call to Order:**

The meeting is called to order by \_\_\_\_\_ at \_\_\_\_\_ p.m.

**2. Ordinance 15-006 – Off Street Parking Requirements.**

As advertised in the *South Cheatham Advocate* newspaper July 31, 2015.

**3. Ordinance 15-008 – Amending the 2015-16 Budget.**

As advertised in the *South Cheatham Advocate* Newspaper July 31, 2015.

**4. Adjournment:**

\_\_\_\_\_ adjourned the meeting at \_\_\_\_\_ p.m.

**City Residents - Please sign in.....**

**Public Hearing**

Date: 8-20-2015

Hearing: Ordinance 15-006 and 15-008

	Name	Address
1	Joy Gross	310 Maple St 37082
2	GARY CORLEW	295 MAPLE ST. 37082
3	BOB STALLER	440 Harpeth Meadows 37082
4	Fred N Smith	310 Maple Street 37082
5	Orlean	1173 Ashford Ct. 37082
6	Gardner Linder	408 Harpeth Meadows Dr 37082
7	Rachel Christman	1008 Thornblade Dr. 37082
8	Mark Stiff	178 W P.S. Rd
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**BOARD OF COMMISSIONERS  
PUBLIC HEARING MINUTES**

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**AUGUST 20, 2015**

**1. Call to Order:**

Mayor Gross called the meeting to order at 7:00 p.m.

The Public Hearing was advertised in the *South Cheatham Advocate* newspaper July 31, 2015.

**2. Ordinance 15-006 – Off Street Parking Requirements:**

Mayor Gross explained the ordinance to the public. No one spoke for or against the ordinance.

**3. Ordinance 15-008 – Amending the 2015-2016 Budget:**

Mayor Gross explained the ordinance to the public. No one spoke for or against the ordinance.

**4. Adjournment:**

Mayor Gross adjourned the meeting at 7:01 pm.

Francis A. Gross, III  
Mayor

Debbie Finch  
City Recorder



**Kingston Springs Board of Commissioners  
Regular Business Meeting Agenda  
August 20, 2015**

**1. Call to Order:**

The meeting was called to order by \_\_\_\_\_ at \_\_\_\_\_ p.m.

**A. Pledge of Allegiance.**

**B. Commissioners in Attendance:**

Gary Corlew \_\_\_\_\_ Tony Gross \_\_\_\_\_ Gordon Lampley \_\_\_\_\_

Glenn Remick \_\_\_\_\_ Bob Stohler \_\_\_\_\_

**C. In Attendance not Voting.**

Mike McClanahan \_\_\_\_\_ Jennifer Noe \_\_\_\_\_ Debbie Finch \_\_\_\_\_

Clint Biggers \_\_\_\_\_ Eugene Ivey \_\_\_\_\_ Brandy Miniati \_\_\_\_\_

**D. Declaration of Quorum by Mayor.**

**2. Approval of Minutes:**

Minutes of the July 16, 2015 meeting have been circulated.

Corrections \_\_\_\_\_

Motion to approve \_\_\_\_\_ Second \_\_\_\_\_

**A. Confirmation of the Agenda.**

Motion to approve \_\_\_\_\_ Second \_\_\_\_\_

**3. Announcements from Commissioners:**

**4. Community Input and Concerns: (When the Mayor asks, please raise your hand if you wish to speak. When recognized by the Mayor, please stand, state your name and address).**

**5. Consent Agenda:**

A. City Manager's Report

B. Department Reports

Motion to Approve \_\_\_\_\_ Second \_\_\_\_\_

6. Updates:

A. Legal – City Attorney

7. Unfinished Business:

A. Second Reading: Ordinance #15-006 – Off Street Parking Requirements

B. Second Reading: 15-008 – Amending the 2015-16 Budget

8. New Business:

A. Rachel Chisolm – Kingston Springs Elementary School PTO

B. First Reading: Ordinance #15-009 – Amending the 2014-2015 Budget Year-End Adjustments

C. Resolution: 15-008 – Contract for Website Redesign

D. Mark Willoughby – Certificate of Compliance for 'Dude's Wine & Spirits' – 174 Luyben Hills Rd.

E. Approval to Write Off Uncollectable Sewer Debts

F. Certificate of Insurance – Farmer's Market

9. Monthly Discussions:

A. Surplus Items:

10. Other (For Discussion Only).

11. Adjourn:

\_\_\_\_\_ adjourned the meeting at \_\_\_\_\_ p.m.



**BOARD OF COMMISSIONERS  
MEETING MINUTES**

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**AUGUST 20, 2015**

**1. CALL TO ORDER:**

Mayor Gross called the meeting to order at 7:01 p.m.

**A. Pledge of Allegiance**

**B. Roll Call of Voting Members**

Gary Corlew, City Commissioner	Present
Tony Gross, Mayor	Present
Gordon Lampley, City Commissioner	Present
Glenn Remick, City Commissioner	Present
Bob Stohler, Vice Mayor	Present

**C. Non-Voting Staff**

Mike McClanahan, City Manager	Present
Debbie Finch, Assistant City Mgr. /Recorder	Present
Jennifer Noe, City Attorney	Present

**D. Declaration of Quorum by Mayor**

**2. APPROVAL OF MINUTES:**

Commissioner Lampley made a motion to approve the minutes for July 16, 2015. Vice Mayor Stohler seconded the motion and it passed unanimously.

**A. Confirmation of the Agenda**

Commissioner Remick made a motion to approve the agenda. Vice Mayor Stohler seconded the motion and it passed unanimously.

**3. ANNOUNCEMENTS FROM COMMISSIONERS:**

In reference to the August Planning commission Meeting, Commissioner Remick felt the property owners would connect with Mr. Northcutt.

**4. COMMUNITY INPUT AND CONCERNS:**

Marie Spafford – 198 West Kingston Springs Road



## **BOARD OF COMMISSIONERS MEETING MINUTES**

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### **5. CONSENT AGENDA:**

Vice Mayor Stohler made a motion to approve the consent agenda. Commissioner Remick seconded the motion and it passed unanimously.

- Mayor Gross commended City Manager McClanahan for putting together the community forums for the realtors and business owners. He stated that the forums had a great response.
- Mayor Gross stated that he was looking for recommendations for two city residents to fill vacancies on the planning commission.
- Commissioner Remick made a motion for City Manager McClanahan to advertise for RFQ's for Grant Writing and Administration and for the Sewer Pump Station Rehabilitation. The motion was seconded by Vice Mayor Stohler and passed unanimously.
- The grand opening for Disk Golf will be in October.
- The Splash Ground will be closing after Labor Day.

### **6. UPDATES:**

#### **A. Legal – City Attorney**

City Attorney Noe stated that she looked forward to working with the board and staff.

### **7. UNFINISHED BUSINESS:**

#### **A. Second Reading: Ordinance #15-006 –Off Street Parking:**

Commissioner Lampley made a motion to approve Ordinance 15-006 on second reading. The motion was seconded by Commissioner Corlew and passed unanimously.



## **BOARD OF COMMISSIONERS MEETING MINUTES**

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### **B. Second Reading: Ordinance #15-008 –Amending the 2015-2016**

#### **Budget:**

Commissioner Corlew made a motion to approve Ordinance 15-008 on second reading. The motion was seconded by Vice Mayor Stohler and passed unanimously.

- City Manager McClanahan stated that the pre-construction meeting for the Brush Creek Bridge replacement was advertised August 17, 2015. The project has been delayed due to the contractor getting the concrete plan approved by TDOT.
- City Manager McClanahan stated that there had not been a pre-construction with TN Paving. He hoped to meet with them on Tuesday or Thursday of next week and should have a time line by then. Commissioner Lampley stated that he would like City Manager McClanahan to put a little teeth into the contractor about getting the job done.

### **8. NEW BUSINESS:**

#### **A. Rachel Chisolm – Kingston Springs Elementary School PTO**

Ms. Chisolm and Mrs. Joy Gross came before the board of commissioners to request that the town help sponsor their “Fun Run” on November 20<sup>th</sup>. Because the PTO does not meet the requirements required by state statute for the town to make a donation the board was unable to fulfill their request. Some of the commissioners committed to sponsor personally.

#### **B. First Reading of Ordinance #15-009 – Amending the 2014-2015**

##### **Budget (Year End Adjustments):**

Vice Mayor Stohler made a motion to pass Ordinance #15-009 on first reading. The motion was seconded by Commissioner Remick and passed unanimously. A public hearing was set for September 17, 2015 at 7:00 pm.



## **BOARD OF COMMISSIONERS MEETING MINUTES**

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**C. Resolution #15-008 –Contract for Website Re-Design:**

Commissioner Lampley made a motion to approve the contract and Resolution #15-008. The motion was seconded by Vice Mayor Stohler and passed unanimously.

**D. Mark Willoughby – Certificate of Compliance for ‘Dude’s Wine & Spirits’ at 174 Luyben Hills Road:**

Mayor Gross signed the letter of compliance which was given to Mr. Willoughby along with a certificate of occupancy. No one spoke for or against the new business.

**E. Approval to Write Off Uncollectable Sewer Debts:**

Commissioner Remick made a motion to write off the uncollectable sewer debt in the amount of \$494.85. The motion was seconded by Commissioner Corlew and passed unanimously.

**F. Certificate of Insurance – Farmer’s Market:**

City Attorney Noe stated that Ashland city required Certificate of Insurance for their Farmer’s Market. She stated that she would look into their requirements and report back to City Manager McClanahan. Then City Manager McClanahan could get with Commissioner Lampley.

### **9. MONTHLY DISCUSSIONS:**

**A. Surplus Items:**

None



**BOARD OF COMMISSIONERS  
MEETING MINUTES**

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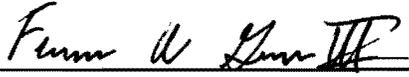
**10. OTHER (For Discussion Only):**

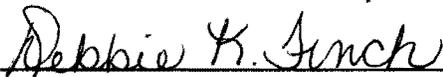
**A. Request from Marie Spafford to use the Activity Center for a "Going Away" party for Mrs. Peggy Deal:**

Commissioner Corlew made a motion to make the party a city function which would allow the activity center to be used at no cost and be covered under the town's insurance. The motion was seconded by Commissioner Remick and passed unanimously. The date for the party was set for September 27, 2015.

**11. ADJOURNMENT:**

Mayor Gross adjourned the meeting at 7:52 p.m.

  
\_\_\_\_\_  
**Francis A. Gross, III**  
**Mayor**

  
\_\_\_\_\_  
**Debbie Finch**  
**Assistant City Mgr./Recorder**



**MANAGER'S REPORT  
AUGUST 2015**

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**FACILITY INSPECTION MEMO**

Chester Darden, Risk Manager for the TML Insurance Pool and I inspected Town-owned properties on August 10<sup>th</sup>. We found 31 issues present and I have included a copy of the findings in the memo attached.

**UPDATE FROM FORUMS**

In late July, the Town hosted two forums for local realtors and the area business community. Some highlights from the feedback included:

- Develop a flyer brochure for new residents
- Market/advertise better (using publication)
- Increase sidewalks/ access
- Improve look/feel of uptown area
- Growth or lack of people is biggest threat to my business
- Directional signs for Petro Ln. businesses
- Outdoor recreation & tourism is huge local market
- More rental office space needed
- Need for local events to tie in business community
- Red light for interstate on/off ramps

**JECBD UPDATE**

No meeting was held in August. A late July was held to discuss funding for the planning/survey work for the donated A.O. Smith – Cumberland River property. The County is looking into alternate funding sources for the park planning.

**PLANNING COMMISSION UPDATE**

The Planning Commission met and looked at a rezone request for a 36 acre tract on Mt. Pleasant Rd. The applicant withdrew his request during the meeting due to tremendous public pressure.

**CITY HALL REPAIR**

City Hall is needing some front counter work done and has solicited bids from contractors.

**RFQ FOR UPCOMING GRANTS**

I would like to issue an RFQ for a third-party grant writer/administrator for possible upcoming projects. Results of the RFQ could be discussed at the September meeting.

**BUDGET DOCUMENT**

You have all received a copy of the budget document. Copies are available electronically on the Town website, and in paper at City Hall and at the library. Additionally, the document has been submitted to GFOA for the Distinguished Budget Awards program.



## **MANAGER'S REPORT AUGUST 2015**

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### **UPCOMING ACTION ITEMS & EVENTS**

#### Events

- Event for Larry Craig this Saturday, 2-4 pm.
- Art in the Park - October 3<sup>rd</sup>

#### Staff Actions

- Disc golf course is complete, but grand opening event to be held in October
- Interviewing candidates next week for vacant Public Safety Officer position (9)
- Splash pad closing Labor Day
- Public Works is maintaining ROW's and ordering salt

#### Docket Items for Next Month

- Second reading of year-end adjustments

# Town of Kingston Springs, Tennessee

396 Spring Street  
Post Office Box 256  
Kingston Springs, TN 37082

Office of the City Manager  
(615) 952-2110  
[citymanager@kingstonsprings-tn.gov](mailto:citymanager@kingstonsprings-tn.gov)

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**AUGUST 12, 2015**

**TO: BRANDY MINIAT, PARKS DIRECTOR  
SCOTT SAMPSON, FACILITY MANAGER  
CLINT BIGGERS, PUBLIC WORKS DIRECTOR  
EUGENE IVEY, PUBLIC SAFETY DIRECTOR**

**FROM: MIKE McCLANAHAN, CITY MANAGER**

**RE: FACILITY INSPECTION RESULTS**

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This memorandum was written to provide written notice of the results of a facilities inspection of all Town-owned properties in August 2015.

## Criteria & Follow-up

Facility inspections occurred on Monday, August 10<sup>th</sup>. The inspection was conducted by Chested Darden, Middle Tennessee Risk Manager for the TML Insurance Pool and Mike McClanahan, City Manager. Employee and public safety were the main focuses of inspections. All issues listed below are potential TOSHA violations, and need to be addressed by Town staff. The City Manager will revisit all listed items with staff in October 2015.

For further questions, please contact the City Manager, or Mr. Darden. Mr. Darden can be reached via cell, (615) 406-0944 or email, [cdarden@thepool-tn.org](mailto:cdarden@thepool-tn.org).

## Issues (by Facility)

### Public Works Garage

- Railing needed along attic.
- Flammable materials cabinet needed.
- Sewer lab shower does not count for eye wash station.
- Mower bars must be upright.
- Chemical & MSDS sheets for sewer lab must be present.
- Safety goggles for sewer lab must be present.
- All chain saws must have a plastic cap over blades.

### Beck Meeting Hall

- Map room step needs to be labeled.
- Grab bar needs to be added near unisex bathroom toilet.
- Kitchen breaker box needs a knock-out (bottom left.)
- Area in front of kitchen breaker box needs to be cleared.

### Fire Station #1

- Propane tank in bay needs to be removed.

- Possibility of adding an aggregate on the bay flooring to add traction.
- Putting a temporary floor mat where water is leaking from aerial truck.
- Make sure that an updated MSDS sheet is present.
- Either a "Keep back" sign or padding added to the ladder on the back of Engine 302.

#### Burns Park

- Playground slide has a center crack and needs replaced.
- Concession stand fire extinguished needs up-to-date inspection and card.
- Wood chippings need to be maintained where low.
- Walking track needs a crack sealed near Lula Finch garden.

#### Fire Station #2

- Weigh capacity for the office roof must be rated and labeled.

#### Fire Station #3

- Either a "Keep back" sign or padding added to the ladder on the back of Engine 303.
- Railing needs to be added to top of living quarters.
- Weigh capacity for the office roof must be rated and labeled.
- Cardboard box needs to be removed from stove top

#### City Park

- Caution signs near the bluff at the Challenge Trail need to be posted and in good order.
- Black and gold guardrail sign at park entrance is backwards and not reflective. Sign should be as pictured.



- Basketball hoops should not be present in parking lot.
- Wood playground set needs maintenance or removal.
- Wood playground chippings need to be maintained where low.
- Yellow plastic playground has graffiti.

56.

**FIRE DEPARTMENT**  
**Eugene Ivey, Fire Chief**



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## Kingston Springs Fire Department

August 1, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS

FROM: EUGENE IVEY, FIRE CHIEF

RE: FIRE DEPARTMENT MONTHLY REPORT

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### **Community Relations:**

#### **Personnel Training:**

**Firefighters participated in various training's this month on Hazardous Materials Awareness & Operations and the state required Domestic Violence Awareness.**

**In July, we hosted a state sanctioned firefighter testing night at our Station 1. Fifteen of our firefighters along with FFs from other departments took written test for their particular area of study such as Fire Instructor II, Fire Officer I, Firefighter I & II and Hazardous Materials Operations Level.**

#### **Equipment Maintenance:**

**Members put in 43 hours of equipment and station maintenance this month. These hours were spent doing various task such as inspecting and repairing equipment and department vehicles. Many hours were also put into the remodel effort of Station 3.**

#### **Other Departmental Notes:**

**Firefighters took a fire truck to the elementary school daycare and spoke to about 65 children about fire safety.**

**FIRE DEPARTMENT**  
**Eugene Ivey, Fire Chief**



Kingston Springs Fire Department

**Statistics:**

Type of Call	July 2014	July 2015
MVA	4	5
False Call	1	2
Brush Fire	0	0
Controlled Burn	0	0
FR (First Responder)	12	6
Fire Alarm	0	0
Vehicle Fire	0	0
Trash/Refuse Fire	1	0
Investigation	0	0
Search	1	0
Rescue	1	1
Structure Fire	0	1
Standby	0	0
Hazardous Conditions	0	0
<b>Total Calls for Service</b>	<b>20</b>	<b>15</b>

**POLICE DEPARTMENT**  
**Eugene Ivey, Police Chief**



Town of Kingston Springs, Tennessee  
July 1, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS

FROM: EUGENE IVEY, POLICE CHIEF

RE: POLICE DEPARTMENT MONTHLY REPORT

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**Community Relations:**

**Cones for kids with Sonic.**  
**Summer Reading Program. Police/Fire Day**

**Officer Training:**

**Taser Training.**

**Other Departmental Notes**

**Interviewing for PSO next few weeks.**



PAYMENT SUMMARY REPORT  
SERVICE BY CLASS

CLASS	COUNT	PAYMENTS	DATE	BATCH	NAME
*****					
SERVICE: KS SEWER					
01	645	23985.02			
02	55	12379.35			
04	1	21.32			
05	1	6.75			
=====					
SERVICE TOTALS:	702	36392.44			
=====					
GRAND TOTALS:	702	36392.44			
=====					

PAYMENTS For Reporting Period: 07/2015 TO 07/2015 CLASS = ALL

\* End of Report: Software Solutions \*

BILLING SUMMARY REPORT  
 SERVICE BY RATE BY CLASS

CLASS                    BILLS            CHARGES            USAGE            NAME  
 \*\*\*\*\*

SERVICE: KS SEWER

RATE: XAI K.S. SEWER USAGE

CLASS	BILLS	CHARGES	USAGE
01	673	22026.76	26142
02	58	13949.46	16740
04	1	18.19	21
05	1	6.75	0
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TOTALS	733	36001.16	42903

RATE: XBI K.S. NO USAGE

CLASS	BILLS	CHARGES	USAGE
01	2	30.90	0
02	1	15.45	0
-----			
TOTALS	3	46.35	0

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SERVICE TOTALS:            736            36047.51            42903

=====

GRAND TOTALS:            736            36047.51

=====

BILLINGS    For Reporting Period: 07/2015 TO 07/2015    CLASS = ALL

\* End of Report: Software Solutions \*

# Second South Cheatham Utility District



P.O. Box 309  
 Kingston Springs, TN 37082  
 615-952-3094 - Phone / 615-952-2017 - Fax



TAUD Member

**TOWN OF KINGSTON SPRINGS  
 BILLING REGISTER SUMMARY**

**REC'D AUG 07 2015**

Billing Period  
 Ending : 07/31/15

June 2015 Ending Balance	39,166.65
Add Penalties:	785.17
Credits for Customers:	-241.76
Less Payments:	-36,392.44
Balance Forward:	3,317.62
<del>Uncollectable debts (write-offs)</del>	<del>494.85</del>
Sewer Billing (Sales):	36,047.51
Total Account Receivable:	<u>38,870.28</u>

COLLECTIONS STATEMENT

Collection Dates:	<u>7/01/15 - 7/31/2015</u>
Collection Amount:	<u>36,392.44</u>
Less 6.5%	<u>2,365.51</u>
<del>Bad Debt collected - Milazzo</del>	<del><u>40.74</u></del>
Cost of collections - Milazzo	<u>-20.37</u>
Amount Due	<u>34,047.30</u>

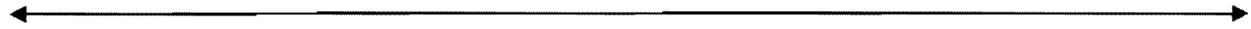
	Same Period <u>Last Year</u>	<u>Current Period</u>	<u>Increase or Decrease</u>
SALES	32,503.93	36,047.51	10.9%
GALLONS	3976.2	4290.3	7.9%

ADJUSTMENTS

101-60430-01 Lorenzo Combs	Pymt posted on wrong acct.	-20.00
Various accounts	Refund of penalties for missing pymts.	<u>-221.76</u>
		-241.76

**MUNICIPAL COURT**

Phillip Maxey, Municipal Court Judge



Town of Kingston Springs, Tennessee

August 1, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS

FROM: RITA CATHEY, COURT CLERK

RE: MUNICIPAL COURT MONTHLY REPORT

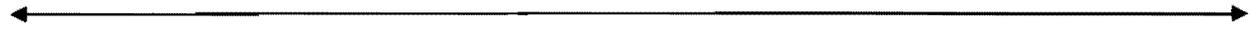
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**Court Summary July 2015**

Adult Citations Written	32
Juvenile Citations Written	<u>2</u>
<b>Total Gross Citations</b>	<b>34</b>
Total Gross Revenue for the Month	\$3,941.00
Less Litigation Tax (Paid to State)	-\$419.11
<u>Drug Fines Collected</u>	<u>\$761.00</u>
<b>Total Net Revenue</b>	<b>\$4,282.89</b>

**Court Summary July 2014**

Adult Citations Written	37
Juvenile Citations Written	<u>3</u>
<b>Total Gross Citations</b>	<b>40</b>
Total Gross Revenue for the Month	\$3,314.50
Less Litigation Tax (Paid to State)	-\$388.15
<u>Drug Fines Collected</u>	<u>\$0.00</u>
<b>Total Net Revenue</b>	<b>\$2,926.35</b>



**Town of Kingston Springs, Tennessee**

August 1, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS

FROM: JAMES PARKS, CODES OFFICIAL

RE: CODES ENFORCEMENT MONTHLY REPORT

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**Properties/Issues Unresolved:**

**380 Moore's Circle – cleaned up**

**Francis Lot – permit issued for grading and dirt stock pile.**

**Other Notes:**

**High grass and trash not in a container are still the top codes enforcement issues in Kingston Springs.**

**Statistics:**

<b>Permits Issued</b>	<b>July 2014</b>	<b>July 2015</b>
New Construction (Res./Comm.)	-	-
Demolition	-	1
Penalties	1	-
Condo Units	-	-
Fireworks	-	-
Tent	-	-
Signs	-	-
In-Ground Pools	-	-
Driveways	-	-
Additions/ Etc.	3	4
<b>Total Permits Issued</b>	<b>4</b>	<b>5</b>



ORDINANCE NO. 015-006

**AN ORDINANCE AMENDING THE KINGSTON SPRINGS ZONING ORDINANCE (A STAND ALONE ORDINANCE), NO. 84-005, AS AMENDED, PROVIDING FOR TEXT AMENDMENT, ARTICLE IV, SECTION 4.015 BY ADDING A NEW SUBSECTION "G" AS TO OFF-STREET PARKING REQUIREMENTS.**

WHEREAS, the Town of Kingston Springs, Tennessee, has adopted its zoning ordinance identified as Ordinance No. 84-005, which has been subsequently amended; and

WHEREAS, it is deemed necessary and desirable to amend a portion of the text of the ordinance, specifically, Article IV, Section 4.015 as to off-street parking requirements by adding a new subsection "G", providing for permissible exceptions to the minimum number of parking spaces; and

WHEREAS, the amendatory change has been recommended by the Kingston Springs Municipal Regional Planning Commission to the Board of Commissioners, to become effective after second and final reading, the second reading to be preceded by a public hearing.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the Town of Kingston Springs, Tennessee, as follows:

1. Article IV at Section 4.015. Off-Street Parking Requirements by adding a new subsection "G" to wit:

G. Notwithstanding the foregoing requirements, the following exceptions to the minimum number of parking spaces may apply:

The minimum number of parking spaces through the exceptions of this provision may not be reduced by more than fifty (50%) percent or below four (4) parking spaces, whichever is greater. The fifty (50%) percent limit applies cumulatively to all of the exceptions in this provision:

1. Retail Trade spaces of 5,000 square feet or less may reduce the number of spaces required if the retail space includes designated storage areas. For every 150 square feet of storage area, one (1) space may be eliminated up to four spaces total.
  2. Bicycle parking may substitute for up to four (4) spaces of required parking. For every three (3) bicycle parking spaces, the motor vehicle parking requirement is reduced by one (1) space. Bicycle racks for bicycle parking shall not interfere with vehicular or pedestrian circulation. Existing parking may be converted to take advantage of this stated provision.
  3. Exceptions for sites where trees are preserved. Minimum parking may be reduced by one (1) parking space for each tree twelve (12") inches in diameter and larger that is so preserved. A maximum of two (2) parking spaces or ten (10%) percent of the total required may be reduced, whichever is greater.
  4. Motorcycle parking may substitute for up to five (5) spaces or five (5%) percent of required automobile parking, whichever is less. For every four (4) motorcycle parking spaces provided, the automobile parking requirement is reduced by one (1) space. Each motorcycle space must be at least four (4') feet wide and eight (8') feet deep. Existing parking may be converted to take advantage of this provision.
3. All other aspects of the Municipal Zoning Ordinance 84-005, and subsequent amendments thereto, shall remain in full force and effect.
4. This ordinance shall take effect after second and final reading and publication of due adoption.

ORDAINED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

RECOMMENDED BY THE MUNICIPAL REGIONAL PLANNING COMMISSION ON \_\_\_\_\_, 2015.

SUBMITTED TO PUBLIC HEARING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, \_\_\_\_ P.M., AFTER PUBLICATION ON \_\_\_\_\_, 2015, IN THE ADVOCATE NEWSPAPER, A NEWSPAPER OF GENERAL CIRCULATION.

PASSED FIRST READING: \_\_\_\_\_  
PASSED SECOND READING: \_\_\_\_\_

ATTEST:

Debbie K. Finch  
DEBBIE FINCH, CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
LARRY D. CRAIG, CITY ATTORNEY

THIS AMENDMENT RELATES TO A STAND ALONE, NON-CODIFIED ORDINANCE, ONLY TO WHICH REFERENCE IS MADE IN THE MUNICIPAL CODE OF ORDINANCES.

**ORDINANCE NO. 15-008**

**AN ORDINANCE OF THE TOWN OF KINGSTON SPRINGS AMENDING THE 2015-2016 BUDGET**

WHEREAS, Tennessee Code Annotated Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivision shall first be appropriated before being expended and that only funds that are available shall be appropriated: and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds: and

WHEREAS, the governing body had published the annual operating budget and budgetary comparisons of the proposed newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

**NOW THEREFORE BE IT ORDAINED BY THE TOWN OF KINGSTON SPRINGS, TENNESSEE AS FOLLOWS:**

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows:

General Fund #110 Revenue	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Beginning Fund Balance			1,202,369
Local Taxes	1,214,582	1,262,599	1,290,405
Building & Related Permits	13,721	42,858	14,175
Intergovernmental	545,712	555,191	526,383
Fines and Forfeitures	44,853	41,836	41,000
Other	56,687	52,213	50,475
Total Revenue	1,875,555	1,954,697	1,922,438
Total Available Funds	1,875,555	1,954,697	3,124,807

Drug Fund #127 Revenue	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Beginning Fund Balance			319,876
Fines and Forfeitures	112,375	21,135	0
Other	1,126	1,069	750
Total Revenue	113,501	22,204	750
Total Available Funds	113,501	22,204	320,626

Adequate Facility Tax #310 Revenue	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Beginning Fund Balance			53,611
Local Taxes	1,775	2,258	1,000
Other	100	84	75
Total Revenue	1,875	2,342	1,075
Total Available Funds	1,875	2,342	54,686

Sewer Fund #412 Revenue	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Beginning Fund Balance			1,072,460
Service Charges & Fees	419,236	388,210	396,944
Other	2,227	2,340	2,300
Total Revenue	421,463	390,550	399,244
Total Available Funds	421,463	390,550	1,471,704

**SECTION 2:** That the governing body appropriates from these anticipated revenue and unexpended and unencumbered funds as follows:

General Fund #110 Appropriations	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
General Government	172,879	135,202	162,341
Administrative	170,026	202,143	168,151
Board of Commissioners	11,329	12,018	13,319
City Court	3,000	3,000	3,000
City Attorney	29,033	23,125	23,150
City Clerk	85,499	89,319	92,703
Planning and Zoning	16,853	15,056	22,666
Codes Dept.	29,248	28,844	38,928
Police Dept.	368,543	412,920	424,175
Fire Dept.	132,313	156,931	190,179
Streets Dept.	379,374	311,947	373,537
State Street Aid	48,289	42,774	72,345
Park Dept.	231,426	278,157	263,146
Debt	370,574	445,046	440,895
<b>Total Appropriations</b>	<b>2,048,386</b>	<b>2,156,482</b>	<b>2,288,535</b>

Drug Fund #127 Appropriations	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
	68,288	70,732	34,425
<b>Total Appropriations</b>	<b>68,288</b>	<b>70,732</b>	<b>34,425</b>

Adequate Facility Tax #310 Appropriations	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
	10,000	10,000	10,000
<b>Total Appropriations</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>

Sewer Fund #412 Appropriations	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Operating Expenses	656,444	297,557	365,615
Depreciation	110,000	106,000	98,200
<b>Total Appropriations</b>	<b>766,444</b>	<b>403,557</b>	<b>463,815</b>

**SECTION 3:** At the end of the current fiscal year the governing body estimates balances/deficits as follows:

	Fund Balance
General Fund	836,272
Drug Fund	286,201
Adequate Facility Tax Fund	44,686
Sewer Fund	1,007,889

**SECTION 4:** That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

General Fund -Bonded or Other Indebtedness	Debt Redemption (Principal)	Interest Requirements	Debt Authorized and Unissued
Bonds	340,000	52,000	
Notes	25,000	9,347	
Capital Leases		8,543	
Other Debt			
<b>Total</b>	<b>365,000</b>	<b>69,890</b>	

Sewer Fund - Bonded or Other Indebtedness	Debt Redemption (Principal)	Interest Requirements	Debt Authorized and Unissued
Bonds			
Notes	45,000.00	5,212.60	
Capital Leases			
Other Debt			
<b>Total</b>	<b>45,000.00</b>	<b>5,212.60</b>	

**SECTION 5:** During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt

**SECTION 6:** No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the Tennessee Code Annotated.

**SECTION 7:** Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Cod Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

**SECTION 8:** A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending balances and the number of full time equivalent employees required by Section 6-56-206, Tennessee Code Annotated will be attached.

**SECTION 9:** If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, Tennessee Code Annotated provided sufficient revenue are being collected to support the continuing appropriations. Approval of the Director of the Division of Local Finance in the comptroller of the Treasury for a continuation budget will be requested in any indebtedness is outstanding.

**SECTION 10:** There is hereby levied a property tax of \$0.91 per \$100 of assessed value on all real and personal property.

**SECTION 11:** All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

**SECTION 12:** This ordinance shall take effect 7-16-2015, the public welfare requiring it.

First Reading

July 16, 2015

Public Hearing

Final Reading

Francis A. Gross, Mayor

Debbie K. Finch, Recorder /CMFO

Debbie K. Finch

## AMENDMENTS TO THE 2015-2016 BUDGET

### GENERAL FUND REVENUE FROM \$1,921,173.00 TO \$1,922,438.00

\$1,921,173.00
\$7,500.00 Increase Delinquent Property Taxes
-\$25,000.00 Decrease Sales Tax Revenue - Closing of McDonalds
\$13,500.00 Increasing Package Retail Liquor for 5% to 8%
\$2,400.00 Increase Building Permit Revenue
\$750.00 Increase Other Permit Revenue
\$1,500.00 Increase Park Fee Revenue
\$615.00 Increase Concession Revenue
<hr/>
\$1,922,438.00

### GENERAL FUND EXPENDITURES FROM \$2,241,519.00 TO \$2,288,534.00

\$2,241,519.00
-\$6,000.00 Removed History Project (Left \$2,000 to pay for work all ready completed)
-\$192.00 Remove additional electric cost for Farmers Market
-\$1,500.00 Decrease the cost of the new Web Page
-\$3,000.00 Remove cost for electric pole at Farmers Market
\$82,488.00 Add Replacement cost for Brush Creek Bridge
\$7,719.00 Add for Annual Paving
-\$17,500.00 Remove Mini X Machine purchase
-\$15,000.00 Remove Basketball Relocate and Skate Park
<hr/>
\$2,288,534.00

### SEWER FUND EXPENDITURES FROM \$516,315.00 TO \$463,815.00

\$516,315.00
-\$52,500.00 Remove Mini X Machine purchase
<hr/>
\$463,815.00

**ORDINANCE NO. 15-009**

**AN ORDINANCE OF THE TOWN OF KINGSTON SPRINGS AMENDING THE 2014-2015 BUDGET**

WHEREAS, Tennessee Code Annotated Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivision shall first be appropriated before being expended and that only funds that are available shall be appropriated: and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds: and

WHEREAS, the governing body had published the annual operating budget and budgetary comparisons of the proposed newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE TOWN OF KINGSTON SPRINGS, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows:

General Fund #110 Revenue	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended 3/19/2015	FY 2014-2015 Amended 3/20/2015
Beginning Fund Balance			1,136,183	1,136,183
Local Taxes	1,170,060	1,227,807	1,242,059	1,242,059
Building & Related Permits	14,603	10,896	10,275	10,275
Intergovernmental	436,873	533,006	513,096	513,096
Fines and Forfeitures	85,600	39,989	41,050	41,050
Other	79,324	51,929	47,705	47,705
<b>Total Revenue</b>	<b>1,786,460</b>	<b>1,863,627</b>	<b>1,854,185</b>	<b>1,854,185</b>

Drug Fund #127 Revenue	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended	FY 2014-2015 Amended
Beginning Fund Balance			381,247	381,247
Fines and Forfeitures	75,423	164,935	75,700	75,700
Other	1,041	1,119	1,000	1,000
<b>Total Revenue</b>	<b>76,464</b>	<b>166,054</b>	<b>76,700</b>	<b>76,700</b>

Adequate Facility Tax #310 Revenue	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended	FY 2014-2015 Amended
Beginning Fund Balance			58,294	58,294
Local Taxes	4,471	1,775	1,000	1,000
Other	106	102	100	100
<b>Total Revenue</b>	<b>4,577</b>	<b>1,877</b>	<b>1,100</b>	<b>1,100</b>

Sewer Fund #412 Revenue	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended	FY 2014-2015 Amended
Beginning Fund Balance			386,254	386,254
Service Charges & Fees	410,896	375,974	385,645	385,645
Other	1,978	2,138	2,050	2,050
<b>Total Revenue</b>	<b>412,874</b>	<b>378,112</b>	<b>387,695</b>	<b>387,695</b>

SECTION 2: That the governing body appropriates from these anticipated revenue and unexpended and unencumbered funds as follows:

General Fund #110 Appropriations	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended	FY 2014-2015 Amended
General Government	97,761	182,418	145,467	150,467
Administrative	163,069	170,477	200,507	200,507
Board of Commissioners	12,317	11,492	12,981	12,981
City Court	2,700	3,000	3,000	3,000
City Attorney	16,866	23,125	23,150	29,550
City Clerk	83,157	85,362	89,767	89,767
Planning and Zoning	33,481	23,916	24,086	24,086
Codes Dept.	28,910	29,284	37,362	37,362
Police Dept.	353,394	391,862	494,330	494,330
Fire Dept.	121,367	146,685	160,182	160,182

Streets Dept.	143,300	393,051	316,514	316,514
State Street Aid	42,999	41,066	42,000	48,810
Park Dept.	333,446	271,985	286,978	286,978
Debt	363,407	356,926	445,046	445,046
<b>Total Appropriations</b>	<b>1,794,174</b>	<b>2,130,649</b>	<b>2,281,370</b>	<b>2,299,580</b>

Drug Fund #127 Appropriations	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended	FY 2014-2015 Amended
	84,766	98,047	113,454	113,454
<b>Total Appropriations</b>	<b>84,766</b>	<b>98,047</b>	<b>113,454</b>	<b>113,454</b>

Adequate Facility Tax #310 Appropriations	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended	FY 2014-2015 Amended
	10,000	10,000	10,000	10,000
<b>Total Appropriations</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>

Sewer Fund #412 Appropriations	FY 2012-2013 Actual	FY 2013-2014 Estimated	FY 2014-2015 Amended	FY 2014-2015 Amended
Operating Expenses	296,853	298,440	300,725	300,725
Depreciation	108,600	110,000	106,000	106,000
<b>Total Appropriations</b>	<b>405,453</b>	<b>408,440</b>	<b>406,725</b>	<b>406,725</b>

SECTION 3: At the end of the current fiscal year the governing body estimates balances/deficits as follows:

	<b>Fund Balance</b>	<b>Fund Balance Amended</b>
General Fund	708,978	690,768
Drug Fund	344,493	344,493
Adequate Facility Tax Fund	49,334	49,334
Sewer Fund	861,224	861,224

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

<b>General Fund - Bonded or Other Indebtedness</b>	<b>Debt Redemption (Principal)</b>	<b>Interest Requirements</b>	<b>Debt Authorized and Unissued</b>
Bonds	324,000	68,200	
Notes	24,000	9,347	
Capital Leases			
Other Debt			
<b>Total</b>	<b>348,000</b>	<b>77,547</b>	

<b>Sewer Fund - Bonded or Other Indebtedness</b>	<b>Debt Redemption (Principal)</b>	<b>Interest Requirements</b>	<b>Debt Authorized and Unissued</b>
Bonds			
Notes	42,984.00	5,366.00	
Capital Leases			
Other Debt			
<b>Total</b>	<b>42,984.00</b>	<b>5,366.00</b>	

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

<b>Proposed Capital Projects</b>	<b>Proposed Amount Financed by Appropriations</b>	<b>Proposed Amount Financed by Debt</b>

SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the Tennessee Code Annotated.

SECTION 7: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Cod Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending balances and the number of full time equivalent employees required by Section 6-56-206, Tennessee Code Annotated will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of

the new budget ordinance in accordance with Section 6-56-210, Tennessee Code Annotated provided sufficient revenue are being collected to support the continuing appropriations. Approval of the Director of the Division of Local Finance in the comptroller of the Treasury for a continuation budget will be requested in any indebtedness is outstanding.

**SECTION 10:** There is hereby levied a property tax of \$0.91 per \$100 of assessed value on all real and personal property.

**SECTION 11:** All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

**SECTION 12:** This ordinance shall take effect \_\_\_\_\_, the public welfare requiring it.

**First Reading**

**Public Hearing**

**Final Reading**

**Francis A. Gross, Mayor** \_\_\_\_\_

**Debbie K. Finch, Recorder /CMFO** \_\_\_\_\_

**2014-2015 YEAR-END ADJUSTMENTS**

<b>Fund</b>	<b>Dept.</b>	<b>Current Budget Amount</b>	<b>Amendment Amount</b>	<b>New Budget Amount</b>	<b>Reason for Amendment</b>
General -110	General	6,500.00	5,000.00	11,500.00	TDOT Corridor Grant Work
General -110	City Attorney	23,000.00	6,400.00	29,400.00	Attorney fees were more than projected
General -110	Street Aid	42,000.00	6,810.00	48,810.00	Street Light's were more than projected
<b>Total Amendments</b>			<b>18,210.00</b>		
<b>Fund Balance</b>	<b>General Government</b>	<b>708,978.00</b>	<b>18,210.00</b>	<b>690,768.00</b>	

8c.

RESOLUTION NO. 15-008

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, AWARDING A CONTRACT FOR WEB SITE DESIGN FOR THE MUNICIPALITY AND AUTHORIZING THE MAYOR TO EXECUTE A MUNICIPAL VENDOR CONTRACT.

WHEREAS, The Town of Kingston Springs, Tennessee has advertised for bids and proposals for design of a new web site for the municipality; and

WHEREAS, after review of proposals received, the Board of Commissioners desires to award a bid for the services to be rendered; and

WHEREAS, by virtue of a negotiated contract between the municipality and the supplying vendor reflects the scope of work and services to be rendered with duly budgeted monies being available to be appropriated in accordance with the vendor contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Kingston Springs, Tennessee, that award is made unto Core Business, LLC, a Tennessee limited liability company, for website design services, and that the Mayor of the Town of Kingston Springs, Tennessee is here and now duly authorized to execute the appended contract in the name of the Town whereby the municipality can be rendered the delineated services, pursuant to T.C.A. 6-20-213.

RESOLVED, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
FRANCIS A. GROSS, III, MAYOR

ATTEST:

\_\_\_\_\_  
DEBBIE K. FINCH, CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
JENNIFER NOE, CITY ATTORNEY

MUNICIPAL CONTRACT FOR VENDOR SERVICES  
FOR WEB SITE DESIGN

THIS CONTRACT made and entered into on the respective day and dates of execution below, by and between the Town of Kingston Springs, Tennessee, a municipal corporation, hereinafter "Town", and Core Business LLC, a Tennessee limited liability company, hereinafter "Core", acknowledging, agreeing, and stating as follows:

RECITALS:

WHEREAS, by virtue of Resolution No. 15-008, the Mayor of the Town of Kingston Springs, Tennessee is duly authorized to execute and enter into this contract for vendor services, to wit: website design for the Town of Kingston Springs, Tennessee; and

WHEREAS, Core, by and through its duly authorized managing member, is desirous to furnish to the Town as a vendor its professional services for a new municipal website, in accordance with the contract terms herein.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual benefits which will accrue to the parties for the compensation to be paid below, it is agreed as follows:

1. The current website of the Town will be redesigned by Core so as to create a professional web design for the Town to be mobile responsive and have a new web presence for use by the municipality.
2. The design work will utilize duly licensed software by Core for purposes of development utilizing Microsoft Dot Net and MSSQL server such that design work will facilitate future expansion and future additions thereto. To make the design work functional for desktop computers, tablets, smart phones, and social media integration.
3. The compensation to be paid by the Town to Core, notwithstanding any prior written proposals, shall be the sum of Three Thousand Five Hundred (\$3,500.00) Dollars, an all-inclusive flat rate sum. The consideration to be paid by the Town to Core shall include development costs for features outlined by Core, webpage hosting, one (1) hour of maintenance monthly for one (1) year from October 1, 2015, the date which the website shall become functional and operational.
4. The Town shall be responsible for the separate charge for domain name registration.
5. While Core will provide server hosting for the first year on core's server, future hosting fees, dependent upon Core's server capacity, is not the subject matter of the services provided unto this contract and will be in accordance with separate contract as the parties may hereafter agree. One-half of the flat rate fee shall be paid at the time this contract is fully executed by the parties and the final one-half of the contract sum shall become due and payable when the website design services are fully functional on October 1, 2015.
6. The Town shall provide to Core essential access, content, and other existing websites assets, photographs, and data in order to complete the scope of work.

7. Core will deliver to the Town's City Manager samples of the design product for approval. The required information to be submitted by the Town or materials will be provided in a timely manner so as to not delay delivery of the finished and operational work product.
8. Core warrants and agrees to extend its best efforts to deliver the contemplated website design to the Town in a professional manner and to have professional content and functionality.
9. The Town is exempt from any applicable sales tax and will furnish to Core any and all evidences that it is exempt from applicable sales tax.
10. Invoice and notice address for the Town of Kingston Springs is: P.O. Box 256, Kingston Springs, Tennessee 37082. Address and notice address for Core is 385 North Main Street, Suite 103, Kingston Springs, Tennessee 37082, Attn: Managing Member or Designee.
11. In the event this contract shall be breached, jurisdiction and venue shall lie in the Circuit or Chancery Court for Cheatham County, Tennessee. In the event of a suit for breach of contract, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and any other costs incidental to litigation and enforcement of contract right.
12. Attached hereto and incorporated by reference herein is Attachment "A", standard terms and conditions which are made a part of this contract.

WITNESS our hands to be bound to the foregoing by the duly authorized Mayor and Member.

TOWN OF KINGSTON SPRINGS, TENNESSEE

BY: \_\_\_\_\_  
FRANCIS A. GROSS, III, MAYOR  
DATED: \_\_\_\_\_

CORE BUSINESS, LLC

BY: \_\_\_\_\_  
MARTIN R. HUDSON, MANAGING MEMBER  
DATED: \_\_\_\_\_

## Attachment A

### Core Business, LLC - Standard Terms and Conditions

1. **Services.** It is understood and agreed that Core Business, LLC (Core Business) services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by The Town of Kingston Springs (Town). In the event of a claim by a third party relating to the services under the Engagement Letter to which these Standard Terms and Conditions are attached, Town will indemnify Core Business and its personnel from all such claims, liabilities, cost and expenses, except to the extent determined to have resulted from the intentional or deliberate misconduct of Core Business personnel.
2. **Payment of Invoices.** Town will pay fees as specified in the Engagement Letter. At the end of each month, Core Business will prepare and submit to Town an invoice which reconciles the value of actual work performed at the rates specified in the Engagement Letter with the services and retainer amounts previously paid plus any direct expenses incurred by Core Business on behalf of this engagement for which Town is responsible. Any amount due Town from this reconciliation will be applied to the following month's invoice. Any amount due Core Business will be due and payable within ten (10) business days. Properly submitted invoices upon which payment is not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) one and one half percent (1 ½ %) per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowed by law. Without limiting its rights and remedies, Core Business shall have the right to halt or terminate entirely its services until payment is received on past due invoices.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of Core Business' services hereunder.
4. **Ownership.**
  - a) **Core Business, LLC Technology.** Core Business has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; and logic, coherence and methods of operation of systems (collectively, the "Core Business, LLC Technology").
  - b) **Ownership of Deliverables.** Except as provided below, upon full and final payment to Core Business hereunder, the tangible items specified as deliverables or work product in the Engagement Letter to which these terms are attached (the "Deliverables") will become the property of Town, except for Core Business, LLC Technology. To the extent that any Core Business, LLC Technology is contained in any of the Deliverables, Core Business hereby grants Town, upon full and final payment to Core Business hereunder, a royalty-free paid up, world-wide, non-exclusive license to use such Core Business, LLC Technology in connection with the Deliverables.
  - c) **Ownership of Core Business, LLC Property.** To the extent that Core Business utilizes any of its property (including, without limitation, the Core Business, LLC Technology) in connection with the performance of services hereunder, such property shall remain the property of Core Business and, except for the license expressly granted in the preceding paragraph, Town shall acquire no right or interest in such property. Nothing in this Engagement Letter or Attachment A shall be construed as precluding or limiting in any way the right of Core Business to provide information technology, consulting or other services of any kind or nature whatsoever to any person or entity as Core Business in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Engagement Letter or Attachment A to the contrary, the parties acknowledge and agree that (a) Core Business will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Core Business, LLC Technology, and (b) Core Business may employ, modify, disclose, and otherwise exploit the Core Business, LLC Technology.
5. **Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. Core Business WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH. Core Business DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. **Limitation on Damages.** Town agrees that Core Business, its partners, principals, officers and employees shall not be liable to Town for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the professional fees paid by Town to Core Business under this engagement. In no event shall Core Business, its partners, principals, officers or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost

profits and opportunity costs). In furtherance and not in limitation of the foregoing, Core Business will not be liable in respect of any decision made by Town as a result of the performance by Core Business of its services hereunder. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

7. **Cooperation.** Town shall cooperate with Core Business in the performance by Core Business of its services hereunder, including, without limitation, providing Core Business with reasonable facilities and timely access to data, information and personnel of Town. Town shall be responsible for the performance of its employees and agents for the accuracy and completeness of all data and information provided to Core Business for purposes of the performance by Core Business of its services.
8. **Force Majeure.** Neither Town nor Core Business shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
9. **Limitation on Actions.** No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.
10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
11. **Confidentiality.** Town and Core Business acknowledge and agree that all information communicated to either party by the other party in connection with the performance by a party under this engagement shall be received in confidence, shall be used only for the purposes of this engagement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior consent of the other party. This provision does not apply to information that is or becomes generally available to the public, was known to either Town or Core Business or has been previously possessed by Town or Core Business, was independently developed by Town or Core Business without violation of this provision, or Town and Core Business agree from time to time to disclose. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order.
12. **Survival.** The provisions of Paragraphs 1, 2, 4, 5, 6, 9, 10, 11, 12 and 13 hereof shall survive the expiration or termination of this engagement.
13. **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. Core Business may assign its rights and obligations hereunder to any affiliate that is a successor in interest to all or substantially all of the assets or business of Core Business's practice, without the consent of Town.
14. **Entire Agreement.** These terms, and the Engagement letter to which these terms are appended, including any Exhibits, constitute the entire agreement between Core Business and Town with respect to the subject matter hereof and supersede all other oral and written representation, understandings or agreements relating to the matter hereof.
15. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **Headings.** The headings and captions of the paragraphs and sections of this Agreement are for convenience only and do not in any manner modify or construe the intention of the parties or affect any of the provisions of this Agreement.
18. **Severability.** If any provision of this Agreement is held to be invalid by a court for any reason, it shall not affect the validity or enforceability of any other provision herein, but all other provisions of this Agreement shall remain in full force and effect.
19. **Waiver.** The decision by any party not to enforce the performance of any duty or obligation of another party hereunder, or to enforce or pursue any breach of this Agreement by another party, shall not constitute a waiver, but all such rights of the said party shall continue in full force and effect including the right at any time to declare the said party in breach or default under this Agreement.

20. **Entire Agreement; Amendment; Time of Essence.** This Agreement and any exhibits attached hereto contain the entire agreement between the parties hereto with all-previous discussions, agreement, offers, acceptances, addendum and representations having been merged herein. This Agreement may not be altered, amended, waived or terminated in any respect or particular, unless the same shall be in writing and signed by each of the parties hereto. Time is of the essence with respect to the terms of this Agreement providing for payment by the Town of the Installation, Maintenance, Service and Retainer Fees.
21. **Counterparts.** This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties any may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

UNCOLLECTABLE LISTS  
Jul-15

82.

ACCT #.	NAME	House #	Street	LAST PAY DATE	WATER	Uncollected Sales tax	KS SEWER	Pegram Sewer	Total
101-85150-09	Tammy Nash	105-A	Woody Ct	7/16/2014	6.32		4.98		11.30
101-85210-13	Todd Podemski	114-A	Woody Ct	7/24/2014	172.58	15.29	129.61		317.48
101-85250-05	Cammy Cockrum	103-A	Martin Ct	6/11/2014	83.06	7.50	57.20		147.76
101-90630-08	Kiersten Cooke	217	Redwood Cir	10/1/2014	75.70	7.07	51.20		133.97
101-91640-01	Sinhue' J Arellano Tapia	184	Walnut Dr	6/10/2014	153.83	13.63	123.91		291.37
101-91850-05	Rodney Willey	202	Brookside Dr	8/26/2014	70.30	6.67	21.58		98.55
101-92270-05	Tammy Metcalfe	225	Hickory Dr	11/7/2014	14.03	1.24	10.95		26.22
101-99100-03	Mary Woods	235	Woodlands Dr	7/21/2014	64.82	5.70	55.12		125.64
101-99330-04	Angela Hardison	274	Woodlands Dr	10/28/2014	53.74	10.76	40.30		104.80
102-02450-11	Bryan Koonse	1211	Kingston Spgs Rd	6/24/2014	171.33	14.41			185.74
102-02500-04	Chris Nicholson	1208	Kingston Spgs Rd		85.03	7.15			92.18
102-02820-03	Timothy Wilhite	1014	Copperstill Ct		29.65	2.48			32.13
102-04100-11	David Horn	143	Ritchie Lane		56.50	4.76			61.26
102-04230-08	Andrew Roake	1003-B	Kingston Spgs Rd		107.80	9.08			116.88
102-14150-07	Jamey Malione	2143	Hwy 70	11/25/2014	133.71	11.25			144.96
102-15800-07	Tammy Dotson	1919-B	Hwy 70	10/1/2014	154.44	13.00			167.44
102-20810-05	Peggy A. Mays	1863	Hwy 70		147.40	12.39			159.79
102-20810-06	Destiny Law	1863	Hwy 70	10/2/2014	83.16	7.45			90.61
102-23500-07	Justin Miles	1001	Butterworth Rd	12/16/2014	102.74	8.64			111.38
102-25170-08	Sue Ross	1527	Hwy 70	12/4/2014	230.19	19.37			249.56
102-26000-00	Paul E. Harris	1503	Hwy 70	10/1/2014	84.15	7.08			91.23
102-28360-01	Deborah Sweeney	1185	Cedar Hill Rd		197.97	16.65			214.62
103-01230-02	Robbie Ashburn	4509	Tanglewood Dr	9/2/2014	167.37	14.84			182.21
103-12900-03	Kathryn Baldridge	467	Thompson Rd		34.50	3.06			37.56
103-18640-02	John Michael Klinkenberg	658	Ransom Dr	9/2/2014	16.83	1.49			18.32
103-26870-01	Brent W. McDonald	4511	Scenic Dr.	8/11/2014	109.05	9.67			118.72
103-32800-01	Teresa Lindsay	336	Lakeview Dr	9/2/2014	262.65	23.28			285.93
103-35720-08	Wesley Williamson	4544	Sunnyfield Dr		115.62	10.25		160.77	286.64
103-38070-02	Leon Jasvins	5614	Harpeth Haven Dr	4/29/2014				29.52	29.52
103-38280-00	Kenneth Clinton	5625	Harpeth Haven Dr	12/23/2014	83.27	7.38		52.80	143.45
104-03500-05	Grant Calhoun	572	Mt Pleasant Rd	11/25/2014	132.72	11.77			144.49
104-10540-03	Catherine Wasson	1401	Loann Ave		123.42	10.94			134.36
104-16150-09	Candice Cannon	850	Matthew Ct		44.00	3.90			47.90
104-40160-05	Roberta Bojniewicz	1005	Crestview Ct	8/8/2014	125.68	10.57			136.25
104-50510-11	Julian Connolly	1620	C C Rd	9/2/2014	159.86	13.45			173.31
104-51950-05	James Peeler	1303	C C Rd		45.87	4.07			49.94
105-06350-01	Angela Apodaca	1205	Bald Eagle Dr	10/1/2014	611.27	51.41			662.68
105-12510-04	Katy Tetric	1045	Overlook Tr	7/31/2014	152.02	12.88			164.90
									0.00
									0.00
					4,462.58	390.53	494.85	243.09	5,591.05

**Debbie Finch**

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**From:** Anthony Roman <ARoman@thepool-tn.org>  
**Sent:** Monday, July 13, 2015 12:41 PM  
**To:** Debbie Finch  
**Subject:** Farmers Market

Debbie,

The Farmers market premium will is determined by how the city allocates the maintenance of the property. The policy will cover the city for accidents involving pothole type incidents. Because there are no structures on the location property coverage is not necessary. Any time a third party comes on to city land, we recommend the city obtain a certificate of insurance naming the city as additional insured. This way if the city is named in a suit because of the fault of the third party, the defense costs will be paid for by the third party. Otherwise the defense costs will be paid by the policy and will go against the city's losses, which can increase the premium. Each claim will be evaluated on its individual circumstances and final determination of coverage will be made at that time.

Let me know if you need anything else.

**24/7 Online Claims Filing Now Available!**

**Anthony Roman, ARM-P**

[ARoman@thepool-tn.org](mailto:ARoman@thepool-tn.org)

Senior Underwriter

**The Pool**

5100 Maryland Way

Brentwood, TN 37027

615) 371-0049 Phone

(615) 377-3067 Fax

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