

**KINGSTON SPRINGS CITY COMMISSION
PUBLIC HEARING AGENDA
JULY 16, 2015
7:00 P.M. A BECK MEETING HALL**

1. **Call to Order:**
The meeting is called to order by _____ at _____ p.m.

2. **Ordinance 15-007 – Increasing Inspection Fee for Package Retail
Liquor.**
Advertised in various places.

_____ adjourned the meeting at _____ p.m.

KINGSTON SPRINGS CITY COMMISSION AGENDA
JULY 16, 2015
7:00 P.M. A. BECK MEETING HALL

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 _____ Larry Craig _____ Debbie Finch _____

Clint Biggers _____ Eugene Ivey _____ Brandy Miniat _____

D. Declaration of Quorum by Mayor.

2. Approval of Minutes:

Minutes of the June 18, 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**
 - C. **Planning Commission Report**Motion to Approve _____ Second _____
6. **Updates:**
 - A. **Legal – City Attorney**
7. **Unfinished Business:**
 - A. **Second Reading: Ordinance #15-007 – Increasing Inspection Fee for Package Retail Liquor.**
8. **New Business:**
 - A. **First Reading: Ordinance #15-006 – Off Street Parking Requirements.**
 - B. **Resolution 15-005 – Sewer User Rate Increase (Per 2015-2016 Budget).**
 - C. **Resolution 16-001 – Appointment of City Attorney.**
 - D. **Award Bid for Annual Paving and Bridge Replacement on Brush Creek Road.**
9. **Monthly Discussions:**
 - A. **Surplus Items:**
10. **Other (For Discussion Only).**
11. **Adjourn:**

_____ adjourned the meeting at _____ p.m.



Town of Kingston Springs, Tennessee

July 1, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS

FROM: JAMES PARKS, CODES OFFICIAL

RE: CODES ENFORCEMENT MONTHLY REPORT

Properties/Issues Unresolved:

380 Moores Circle -- clean up lot

142 Dillard Ct. -- sign is being repaired

203, 209, 220, 221, 236, 242 Hillcrest Rd are all being sent certified letters for grass and trash violations.

Other Notes:

566 Saunders Lane will be sent a letter for trash and grass.

Statistics:

Permits Issued	June 2014	June 2015
New Construction (Res./Comm.)	-	-
Demolition	1	-
Penalties	-	-
Condo Units	-	-
Fireworks	-	-
Tent	-	-
Signs	-	-
In-Ground Pools	-	-
Driveways	-	-
Additions/ Etc.	2	4
Total Permits Issued	3	4

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Advertised in various places.

_____ adjourned the meeting at _____ p.m.



**BOARD OF COMMISSIONERS
PUBLIC HEARING MINUTES**

JULY 16, 2015

1. Call to Order:

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

The Public Hearing was advertised in various locations throughout the town.

2. Ordinance 15-007 – Increasing Inspection Fee for Package Retail Liquor:

City Attorney, Craig explained the ordinance to the public.

Chris Collins – 123 Luyben Hills Road spoke against the increase.

Steve Cooper – 283 Harpeth View Trail

Bob Sanders – 225 Woodland Drive

Pam Lorenz- 316 Harpeth View Trail

All spoke in favor of the increase.

3. Adjournment:

Mayor Gross adjourned the meeting at 7:04 pm.

**Francis A. Gross, III
Mayor**

**Debbie Finch
City Recorder**

City Residents - Please sign in.....

Public Hearing

Date: June 18, 2015

Hearing: Ordinance # 15007 - increasing completion Fee for Package Retail Liquor.

	Name	Address
1	Chris Collins	123 Lyben Hills Rd
2	Gary Louery	316 Harpeth View Trail
3	BOB SANDERS	225 WOODLANDS DR.
4	Frank Jones	316 Harpeth View Trail
5	Steve Cooper	293 Harpeth View Trail
6	Laurie Cooper	" " " "
7	Jana C. Chiles	295 Maple St., K.S.
8	Steve Rheingeker	275 Harpeth View Trail K.S.
9	Tony Campbell	330 Maple St.
10	Sam O. Goble	295 MAPLE ST K.S. 37082
11	R. J. ...	440 Harpeth Meadows DR
12	Fawn & John ...	310 Maple Street
13	John ...	1173 Fawn ... Ct
14	Brenda ...	408 Harpeth Meadows Dr
15	John ...	1948 W Kingsden Sq Rd
16	Man ...	198 W K.S. Rd
17	DAVID C. RISNER	1063 FAWN TRAIL
18	B. ...	213 Harpeth Hills Dr.
19		
20		
21		
22		
23		
24		
25		

KINGSTON SPRINGS CITY COMMISSION AGENDA
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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 _____ Larry Craig _____ Debbie Finch _____

Clint Biggers _____ Eugene Ivey _____ Brandy Miniati _____

D. Declaration of Quorum by Mayor.

2. Approval of Minutes:

Minutes of the June 18, 2015 meeting have been circulated.

Corrections _____

Motion to approve _____ Second _____

Minutes of the July 14, 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**
 - C. **Planning Commission Report**

Motion to Approve _____ Second _____
6. **Updates:**
 - A. **Legal – City Attorney**
7. **Unfinished Business:**
 - A. **Second Reading: Ordinance #15-007 – Increasing Inspection Fee for Package Retail Liquor.**
8. **New Business:**
 - A. **First Reading: Ordinance #15-006 – Off Street Parking Requirements.**
 - B. **First Reading: Ordinance #15-008 – Amending the 2015-2016 Budget.**
 - C. **Resolution #15-005 – Sewer User Rate Increase (Per 2015-2016 Budget).**
 - D. **Resolution #15-006 – Appointment of City Attorney and Oath of Office.**

- E. **Resolution #15-007 – Recognizing Larry D. Craig for 33 Years of Service.**
 - F. **Proclamation and Award to Larry D. Craig.**
 - G. **Award Bid for Annual Paving and Bridge Replacement on Brush Creek Road.**
9. **Monthly Discussions:**
- A. **Surplus Items:**
10. **Other (For Discussion Only).**
11. **Adjourn:**

_____ adjourned the meeting at _____ p.m.



**BOARD OF COMMISSIONERS
MEETING MINUTES**

JULY 16, 2015

1. CALL TO ORDER:

Mayor Gross called the meeting to order at 7:04 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
Larry Craig, City Attorney	Present
Brandy Miniatt, Parks Director	Present

D. Declaration of Quorum by Mayor

2. APPROVAL OF MINUTES:

Commissioner Remick made a motion to approve the minutes of the June 18, 2015 meeting and the Special Called Meeting held July 14, 2015. Vice Mayor Stohler seconded the motion and it passed unanimously.

A. Confirmation of the Agenda

Commissioner Lampley made a motion to approve the agenda.
Commissioner Remick seconded the motion and it passed unanimously.

3. ANNOUNCEMENTS FROM COMMISSIONERS:

Commissioner Corlew was congratulated on his new grandbaby and all the commissioners thanked City Attorney, Larry Craig for his service to the town and community. It was stated that he was an example of what a public service steward should be.



BOARD OF COMMISSIONERS MEETING MINUTES

Commissioner Lampley thanked City Recorder, Debbie Finch for her work on the budget.

Commissioner Remick thanked City Manager, Mike McClanahan for arranging the meeting with Dickson Electric in regards to the spraying of the roadsides. Commissioner Remick stated that the meeting was very productive.

4. COMMUNITY INPUT AND CONCERNS:

Tony Campbell -344 Maple Street
David Risner – 1063 Fawn Trail
Bob Sanders – 225 Woodlands Drive

5. CONSENT AGENDA:

Vice Mayor Stohler made a motion to approve the consent agenda which included the City Manager's Report and all Department Reports. Commissioner Lampley seconded the motion and it passed unanimously.

6. UPDATES:

A. Legal – City Attorney

City Attorney Craig stated the following:

- The City Attorney, Chief of Police and Parks Director came to an agreement on signage that will be in compliance with the 2015 Public Act.
- The City Attorney, City Manager and City Recorder will meet with new attorneys, Jennifer Noe and Martha Brooke Perry on August 5th.

7. UNFINISHED BUSINESS:

A. Second Reading: Ordinance #15-007 -Increasing Inspection Fee for Package Retail Liquor:

Vice Mayor Stohler made a motion to amend first reading of Ordinance #15-007 changing the effective date from January 1 to October 1. The motion was seconded by Commissioner Remick and passed unanimously.

Commissioner Lampley made a motion to pass Ordinance #15-007 on second reading as amended. The motion was seconded by Vice Mayor



BOARD OF COMMISSIONERS MEETING MINUTES

Stohler and passed on the following vote: Corlew-yes, Gross-yes, Lampley-yes, Remick-no, Stohler-yes.

8. NEW BUSINESS:

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

Requirements:

Commissioner Corlew made a motion to pass Ordinance #15-006 on first reading. The motion was seconded by Commissioner Remick and passed unanimously. A public hearing was set for August 20, 2015 at 7:00 pm.

B. First Reading of Ordinance #15-008 – Amending the 2015-2016

Budget:

Commissioner Corlew made a motion to pass Ordinance #15-008 on first reading. The motion was seconded by Commissioner Remick and passed unanimously. A public hearing was set for August 20, 2015 at 7:00 pm.

C. Resolution #15-005 – Sewer User Rate Increase (Per 2015-2016

Budget):

Commissioner Remick made a motion to approve Resolution #15-005. The motion was seconded by Vice Mayor Stohler and passed unanimously.

D. Resolution #15-006 – Appointment of City Attorney and Oath of Office:

Vice Mayor Stohler made a motion to approve Resolution #15-006. The motion was seconded by Commissioner Remick and passed unanimously. The oath of office will be done on August 5th.

E. Resolution #15-007 – Recognizing Larry D. Craig for 33 Years of Service:

Commissioner Remick made a motion to pass Resolution #15-007. The motion was seconded by Commissioner Corlew and passed unanimously.

F. Proclamation and Award to Larry D. Craig:

Mayor Gross presented City Attorney, Larry Craig with a Proclamation and award for 33 years of service to the town and community.



BOARD OF COMMISSIONERS MEETING MINUTES

G. Award Bid for Annual Paving and Bridge Replacement on Brush Creek Road:

Commissioner Corlew made a motion to declare TN Valley Paving the low bidder for the town's annual paving. The motion was seconded by Commissioner Remick and passed unanimously.

Commissioner Remick made a motion to declare Jenkins and Jenkins the low bidder for the Brush Creek Bridge Project. The motion was seconded by Commissioner Corlew and passed unanimously.

Commissioner Remick made a motion to award the annual paving bid to TN Valley Paving. The motion was seconded by Commissioner Corlew and passed unanimously.

Vice Mayor Stohler made a motion to award the Brush Creek Bridge project to Jenkins and Jenkins. The motion was seconded by Commissioner Corlew and passed unanimously.

9. MONTHLY DISCUSSIONS:

A. Surplus Items:

None

10. OTHER (For Discussion Only):

A. Award Proposals for waxing and buffing floors at City Hall:

Commissioner Corlew made a motion to award the proposal to Abracadabra Cleaners. The motion was seconded by Commissioner Remick and passed unanimously.



**BOARD OF COMMISSIONERS
MEETING MINUTES**

11. ADJOURNMENT:

A motion for adjournment was made by Commissioner Remick and seconded by Vice Mayor Stohler. The motion carried unanimously and Mayor Gross adjourned the meeting at 8:32 p.m.



Francis A. Gross, III
Mayor



Debbie Finch
Assistant City Mgr./Recorder



**MANAGER'S REPORT
JULY 2015**

POLICE DEPARTMENT UPDATE

- Officer Paul Ivey is leaving employment with the Town to take a position with the Cheatham County Sheriff's office. Chief Ivey and I have been discussing the vacancy and staffing issues. Please encourage any potential candidates to apply with the Town soon.
- Officer Jeremy Vaughan was interviewed by Channel 2 news Tuesday evening in regards to a story about altering toy/play guns.

CODES ENFORCEMENT UPDATE

- McDonald's - The Town has been in touch with both Mr. Dillard and a demolition company. The plan is to remove the existing building and light poles to the slab.
- 215 Brookside - The property is for sale and listed at a very minimum price. Several years ago, the Town has elected to condemn the existing structure based on damage from the 2010 flood. No one can occupy the existing structure. Any rebuild onsite would need to be elevated to meet the base flood elevation.

JECBD UPDATE

No July JECBD meeting was held. Mayor McCullough has requested that the executive committee meet next week to discuss the funding of a feasibility study for the A.O. Smith recreation land along the Cumberland River.

PLANNING COMMISSION UPDATE

The Planning Commission met and approved a final plat for the Dollar General site, a re-subdivision on Harpeth Meadows Drive, and a re-division of excess right-of-way on Ridgecrest Drive. They discussed and recommended the off street parking text before the Board of Commissioners tonight. Additionally, they will be hearing a rezone request

PUBLIC RELATIONS UPDATE

What's Been Done

- Twitter, Facebook accounts
- Meetings shared on Facebook
- Yard sale 'Do This, Not That' graphic
- Some graphic design work
- Expanded use of press releases
- Public events

What's Next

- More of 'Do This, Not That'
- City website relaunch
- Police Dept. 'Cone Campaign'
- Online 'Ask the Manager' chats

BUDGET DOCUMENT

Selections from the budget document.



MANAGER'S REPORT JULY 2015

UPCOMING ACTION ITEMS & EVENTS

Events

- Forums for area realtors and business community on the 28th & 30th of July.
- Event for Larry Craig

Staff Actions

- CM & Insurance Pool Risk Manager to inspect work sites
- Burns Park water pressure issues
- Work on Brush Creek Road & paving

Docket Items

- Second reading of parking regulations ordinance
- Discussion of upcoming grant programs (Recycling Equipment, LPRF, & Safe Routes)
- Second reading of a budget amendment ordinance

CODES ENFORCEMENT
James Parks, Codes Official



Town of Kingston Springs, Tennessee
July 1, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS

FROM: JAMES PARKS, CODES OFFICIAL

RE: CODES ENFORCEMENT MONTHLY REPORT

Properties/Issues Unresolved:

- 380 Moores Circle – clean up lot
- 142 Dillard Ct. – sign is being repaired
- 203, 209, 220, 221, 236, 242 Hillcrest Rd are all being sent certified letters for grass and trash violations.

Other Notes:

566 Saunders Lane will be sent a letter for trash and grass.

Statistics:

Permits Issued	June 2014	June 2015
New Construction (Res./Comm.)	-	-
Demolition	1	-
Penalties	-	-
Condo Units	-	-
Fireworks	-	-
Tent	-	-
Signs	-	-
In-Ground Pools	-	-
Driveways	-	-
Additions/ Etc.	2	4
Total Permits Issued	3	4



Town of Kingston Springs, Tennessee

July 16, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS

FROM: BRANDY MINIAT, DIRECTOR

RE: PARKS DEPARTMENT MONTHLY REPORT

Issues Around the Parks:

We have had numerous water leaks at the park over the last 3 weeks. We are working on a solution to prevent this.

Parks & Facility Maintenance Notes:

Disk golf is almost complete. We are waiting on the final signage to be installed.

Sound panels have been purchased and will be installed in the Activity Center soon.

Other Department Notes:

Soccer registration is on-going. Games start in August.

Seniors have bingo on July 6th & 20th

Senior Luncheon is at the Activity Center on July 16th . .

Statistics:

- 11 # of pavilion rentals
- 0 # of Activity Center rentals
- 0 \$ revenue from Parks programs
- 16 # of hours of field use
- 0 # of Town-sponsored events



Town of Kingston Springs, Tennessee
July 1, 2015

TO: HONORABLE MAYOR GROSS & CITY COMMISSIONERS
FROM: CLINT BIGGERS, DIRECTOR
RE: PUBLIC WORKS DEPARTMENT MONTHLY REPORT

Projects Completed This Month:

Moving furniture in and out of City Hall for floor in installment.

Projects on the Horizon:

Sewer Notes:

3 Pumped Tanks
2 Pump repair

Other Department Notes:

Repaired water leak at Burns Park.

Statistics:

Sewer Service Fees Collected: 11 x \$50.00 = \$550.00
Of Work Orders

ORDINANCE 15-007

AN ORDINANCE AMENDING ORDINANCE NO. 06-011, AND THE KINGSTON SPRINGS MUNICIPAL CODE, TITLE 8, CHAPTER 3, SECTION 8-315, INSPECTION FEE, AMENDING THE IMPOSED INSPECTION FEE FROM FIVE (5%) PERCENT TO EIGHT (8%) PERCENT.

WHEREAS, the Board of Commissioners of the Town of Kingston Springs has heretofore by ordinance and by codification into the Kingston Springs Municipal Code of Ordinances set forth an inspection fee as allowed by Tennessee Code Annotated 57-3-501, as set forth in Ordinance 06-011; and

WHEREAS, the Board of Commissioners desires to amend said ordinance and the codification as relate to alcoholic beverages, retail package alcoholic beverages, Title 8, Chapter 3, Section 8-315, the inspection fee to become Eight (8%) Percent of the wholesale price of alcoholic beverages supplied by a wholesaler to a package retail license holder.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the Town of Kingston Springs, Tennessee, amending Ordinance 06-011, as codified as Title 8, Chapter 3, Section 8-315, Inspection Fee, to wit:

The words and figures "Five (5%) Percent" set forth in Ordinance No. 06-011, an amendatory ordinance and the Kingston Springs Municipal Code, are here and now deleted, and the words and figures, "Eight (8%) Percent", are substituted in lieu thereof.

All other provisions of Ordinance 06-002 and the codification thereof in Title 8, Chapter 3, shall remain in full force and effect and this amendatory ordinance shall take effect on January 1, 2015 after final passage hereof, first preceded by a public hearing.

ORDAINED this _____ day of _____, 2015.

MAYOR

ATTEST:

DEBBIE FINCH, City Recorder

APPROVED AS TO FORM AND LEGALITY:

LARRY D. CRAIG, City Attorney

Submitted to public hearing on the ____ day of _____, 2015, at _____ p.m., after publication in the Advocate newspaper on _____, 2015.

Passed 1st Reading: _____

Passed 2nd Reading: _____

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

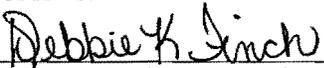
RECOMMENDED BY THE MUNICIPAL REGIONAL PLANNING COMMISSION ON _____, 2015.

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 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			17,891
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	1,922,239
Total Available Funds	1,893,446	1,997,596	1,974,130

Drug Fund #127 Revenue	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Beginning Fund Balance			0
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	20,526

Adequate Facility Tax #310 Revenue	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Beginning Fund Balance			0
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	3,450

Sewer Fund #412 Revenue	FY 2013-2014 Actual	FY 2014-2015 Estimated	FY 2015-2016 Proposed
Beginning Fund Balance			2,300
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 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

Public Hearing

Final Reading

Francis A. Gross, Mayor

Debbie K. Finch, Recorder /CMFO

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
Total Appropriations	2,098,386	2,156,482	2,288,535

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

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

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
Total Appropriations	766,444	403,557	463,815

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			
Total	365,000	69,890	

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			
Total	45,000.00	5,212.60	

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

RESOLUTION 15-005

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, PURSUANT TO THE KINGSTON SPRINGS MUNICIPAL CODE, AS ADOPTED UNDER ORDINANCE NO. 95-008, ESTABLISHING NEW USER RATES FOR ALL PERSONS UTILIZING THE CITY'S WASTEWATER TREATMENT FACILITIES AS AUTHORIZED IN TITLE 18, SECTION 114, KINGSTON SPRINGS MUNICIPAL CODE.

WHEREAS, the Town of Kingston Springs, Tennessee, by virtue of Ordinance No. 95-008, has adopted a codification of Ordinances known as the Kingston Springs Municipal Code; and

WHEREAS, it has come to the attention of the Board of Commissioners that the user rates for persons utilizing the city's wastewater treatment facilities should be modified, in accordance with local and state law; and

WHEREAS, the user rate and base rate calculations attached hereto on Exhibit "A" should become the user rates for wastewater treatment facilities effective with the August 2015 billing period,

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Town of Kingston Springs, Tennessee as follows:

1. The user rate and base rate schedule attached hereto as Exhibit "A" shall hereafter become the user rates for all persons utilizing the city wastewater treatment facilities in accordance with title 18, Section 114, Kingston Springs Municipal Code.

RESOLVED, this 16th day of July 2015.

Mayor, Francis A. Gross, III

ATTEST:

Debbie K. Finch
Debbie K. Finch, City Recorder

ATTEST AS TO FORM AND LEGALITY:

Larry D. Craig, City Attorney

EXHIBIT "A"

TOWN OF KINGSTON SPRINGS, TENNESSEE ANNUAL SEWER RATE INCREASE

Date of Passage of Resolution 15-005: July 16, 2015

Date of Notice to SSCUD: July 20, 2015

USAGE CATEGORIES	PRESENT RATE 2014-2015	3% INCREASE 2015-2016
BASE	6.75	6.95
0-2000 Gallons	5.33	5.49
2000 – 4000 Gallons	7.82	8.05
4001 – 12,000 Gallons	7.93	8.17
12,001 – 20,000 Gallons	8.03	8.27
Over 20,001 Gallons	8.33	8.58

RESOLUTION NO. 015-006

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, PURSUANT TO ITS CITY MANAGER-COMMISSION CHARTER, T.C.A. 6-18-101, ET SEQ, ITS MUNICIPAL CODE OF ORDINANCES AND PURSUANT TO T.C.A. 6-21-201, ET SEQ, APPOINTING A CITY ATTORNEY FOR THE MUNICIPALITY AND COMPENSATION FOR THE AT WILL APPOINTMENT.

WHEREAS, the Town of Kingston Springs, Tennessee is a City Manager-Commission Charter municipal corporation as contained within the Town's municipal code of ordinances, and its general law charter, T.C.A. 6-18-101, et seq; and

WHEREAS, the Board of Commissioners has conducted interviews for the selection of a new City Attorney to serve pursuant to T.C.A. 6-21-201, et seq; and

WHEREAS, on June 18, 2015, did select Balthrop Perry Noe & Newcomb, an Association of Attorneys, to hereafter on August 1, 2015, become the Town's City Attorney, naming Jennifer F. Noe, Attorney at Law, to serve the Board of Commissioners and Martha Brooke Perry, Attorney at Law, to serve as counsel for all planning and zoning matters and related regulatory boards; and

WHEREAS, on June 18, 2015, the Board of Commissioners directed the City Attorney to negotiate terms of the at will appointment and compensation therefor; and

WHEREAS, on July 1, 2015, a letter agreement outlining the terms of the at will appointment and compensation was communicated to the aforementioned principal attorneys at law and on July 7, 2015, a letter of understanding accepting the at will appointment and terms of compensation therefor was received.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the Town of Kingston Springs, Tennessee, that it does here and now make the appointment of a new City Attorney to become effective on August 1, 2015, preceded by the appointed principals taking an oath of office, and as follows:

1. That Jennifer F. Noe, Attorney at Law, Balthrop Perry Noe & Newcomb, an Association of Attorneys, and Martha Brooke Perry, Attorney at Law, also of said firm, having offices at 102 Frey Street, Ashland City, Tennessee 37015, shall hereafter become the City Attorneys for the municipality. Jennifer F. Noe shall principally serve to provide legal services unto the Board of Commissioners of the Town of Kingston Springs, and Martha Brooke Perry shall principally serve the Kingston Springs Municipal Regional Planning Commission for legal services to be rendered and any and all other related regulatory boards of the municipality.

2. Appended hereto is the proposed scope of services for the at will appointment and confirmation of acceptance of the appointment which the Board of Commissioners does hereby approve for the at will employment pursuant to the charter of the municipality, and its duly adopted ordinances and regulations.

RESOLVED on this the 16th day of July, 2015, to become effective on August 1, 2015.

FRANCIS A. GROSS, III, MAYOR

ATTEST:

DEBBIE FINCH, CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

LARRY D. CRAIG, CITY ATTORNEY

RESOLUTION 15-007

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, RECOGNIZING LARRY D. CRAIG FOR THIRTY-THREE YEARS OF SERVICE AS CITY ATTORNEY UNTO THE TOWN OF KINGSTON SPRINGS, TENNESSEE AND FOR COMMENDATION BY A PROCLAMATION AND SERVICE AWARD TO ISSUE.

WHEREAS, the Town of Kingston Springs, Tennessee has heretofore acknowledged the retirement of Larry D. Craig, City Attorney of the Town of Kingston Springs, Tennessee, and approved a service award for his years of service; and

WHEREAS, Larry D. Craig having served in his capacity as City Attorney for a thirty-three (33) year period is worthy of recognition for his meritorious service and that the accompanying Proclamation should be made.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Town of Kingston Springs, Tennessee as follows:

Larry D. Craig has served the municipality as the duly appointed City Attorney for a period of thirty-three (33) years and is now retiring from his appointed position. His public service is worthy of recognition by Proclamation and a service award in that he has diligently performed his appointed duties as City Attorney. The service award for his meritorious service, as heretofore authorized by the Board of Commissioners, is here and now given.

It is further RESOLVED that the accompanying Proclamation be proclaimed so as to recognize Larry D. Craig for his many years of service and dedication unto the Town of Kingston Springs benefitting its citizens.

RESOLVED, this 16th day of July 2015.

Mayor, Francis A. Gross, III

ATTEST:

Debbie K. Finch, City Recorder

BIDDERS LIST

PROJECT: 2015 ANNUAL PAVING PROJECT
MAPLE STREET, LOVE STREET, LAKESIDE COURT, MATTHEW COURT & TIMBER RIDGE COURT
CITY: TOWN OF KINGSTON SPRINGS, TENNESSEE

BID OPENING: June 16, 2015 @ 2:00 p.m.

BIDDERS	BID AMOUNT
1. TENNESSEE VALLEY PAVING	\$ 139,435.00
2. SESSIONS PAVING CO., INC.	\$ 176,126.25
3. HOLLAND CONTRACTORS	\$ 149,047.00
4. GIBBS BROTHERS	\$ 157,548.00

BIDDERS LIST

PROJECT: BRIDGE REPLACEMENT
BRUSH CREEK ROAD OVER BRANCH TO BRUSH CREEK
CITY: TOWN OF KINGSTON SPRINGS, TENNESSEE

BID OPENING: June 16, 2015 @ 2:00 p.m.

BIDDERS	BID AMOUNT
1. CONCRETE STRUCTURES	\$ 89 527.00
2. JENKINS & JENKINS	\$ 80 384.00

Second South Cheatham Utility District



American Water Works
Association

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 JUL 07 2015

Billing Period
Ending : 06/30/15

May 2015 Ending Balance	36,452.90
Add Penalties:	636.41
Credits for Customers:	0.00
Less Payments:	-34,645.46
Balance Forward:	2,443.85
Sewer Billing (Sales):	36,722.80
Total Account Receivable:	<u>39,166.65</u>

COLLECTIONS STATEMENT

Collection Dates:	<u>6/01/15 - 6/30/2015</u>
Collection Amount:	<u>34,645.46</u>
Less 6.5%	<u>2,251.95</u>
Amount Due	<u>32,393.51</u>

	Same Period <u>Last Year</u>	<u>Current Period</u>	<u>Increase or Decrease</u>
SALES	37,529.98	36,722.80	-2.2%
GALLONS	4635.1	4384.6	-5.4%

ADJUSTMENTS

None

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	706	26697.02	31817
02	9	5640.57	6826
04	11	657.53	793
05	5	61.99	53
06	6	3605.66	4344
07	1	13.68	13

TOTALS	738	36676.45	43846

RATE: XBI K.S. NO USAGE

CLASS	BILLS	CHARGES	USAGE
01	2	30.90	0
07	1	15.45	0

TOTALS	3	46.35	0

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SERVICE TOTALS:	741	36722.80	43846
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GRAND TOTALS:	741	36722.80	
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BILLINGS For Reporting Period: 06/2015 TO 06/2015 CLASS = ALL

* End of Report: Software Solutions *

PAYMENT SUMMARY REPORT
SERVICE BY CLASS

CLASS COUNT PAYMENTS DATE BATCH NAME

SERVICE: KS SEWER

01	696	25258.60			
02	9	5469.86			
04	11	651.04			
05	5	81.84			
06	6	3154.46			
07	2	29.66			

=====

SERVICE TOTALS: 729 34645.46

=====

GRAND TOTALS: 729 34645.46

=====

PAYMENTS For Reporting Period: 06/2015 TO 06/2015 CLASS = ALL

* End of Report: Software Solutions *

	Strip Off Silicone Coating From Factory	Coats of Commercial Wax	Cost Includes Material and Labor	Proposal	Optional Buffing After Wax has dried 24-48 hours
Duck Cleaning, Inc. 3220 Bearwallow Road Ashland City, TN 37015	Yes	4 to 5	yes	\$650.00	
Pro-Clean LLC 1001 Crestview Ct. Kingston Springs, TN 37082	Yes	4 to 6	Yes	\$640.00	\$125.00
AbRaCaDabRa Cleaners and Handymen 7507 Darby Road Goodlettsville, TN 37072	Yes	4	Yes	\$275.00	\$70.00

*Town of Kingston Springs
Engagement Letter*

June 26, 2015

Town of Kingston Springs
P.O. Box 256
Kingston Springs, TN 37082

Thank you for your interest in retaining Core Business, LLC, a Tennessee Limited Liability Company, to provide services and solutions to the Town of Kingston Springs. This Engagement Letter outlines our understanding of your current situation, solution, fees for services and other terms.

Scope of Engagement

Core Business proposes to the Town of Kingston Springs, a clean and elegantly designed, mobile responsive, dynamic new web presence that includes the core components and modules described below.

Enterprise-level server-side development in Microsoft .Net and MSSQL Server

- Developed for future expansion and feature additions.
- Robust, unified platform with professional advantages over “free” systems like PHP and MySQL.

Site Framework, General HTML / CSS/ JS Coding and Design

- Responsive design to efficiently display on desktops, tablets and smartphones.
- Designed and tuned with the user experience in mind.
- Social media integration.

Custom online data collection system

- User fillable and submittable online forms

Custom Site Control Panel / Content Management System

- Site Page Creation
- Existing Page Content Management (text, photos, etc.)
- Access / Print Online Form Submissions

Services, Fees and Expenses

The total proposed cost for the Town of Kingston Springs Website Design and Development as defined above is based on 29 work-hours at \$125 / hr. totaling \$3,625.00 plus any applicable TN sales taxes. This price reflects a local business-based discount from the Core Business standard development rate of \$150 / hr.

This estimate does not include third-party costs such as hosting, system hardware, test hardware, third-party software, domain name registration, SSL security certificates or other potential costs outside of design and development.

Core Business will provide server hosting services to the Town of Kingston Springs for a flat fee of \$200 per month, until the Town of Kingston Springs determines it needs to secure its own server space. Hosting fees are subject to an increase based on Core Business' actual server costs, but will not be adjusted during the initial term of this engagement. Hosting fees will include two (2) hours of Development, Maintenance and Support per month. Unused hours will not roll forward to future months. Hours in excess of two hours will be invoiced as described in the following paragraph. At any time in the future should the Town of Kingston Springs web traffic and/or operating systems adversely affect Core Business' server operability, the Town of Kingston Springs agrees to find alternate server hosting services. Relocation will be performed in good faith and in a manner and timing that will not create undue hardship to Core Business or the Town of Kingston Springs. Applicable sales tax will be in addition to the Hosting Fees.

Being mindful of any Town of Kingston Springs budget concerns, this design and development estimate assumes that minimal changes to the initially agreed-upon design and development phases will be made. If further costs need to be deferred, please make a request to change the project definition and this estimate can be reconfigured.

Additional Development, Maintenance and Support Fees

Additional Development, Maintenance and Support beyond the Web Development or beyond the scope of the Web Development, as described in the Scope of Engagement, will be invoiced at the discounted hourly rate of \$125. Core Business shall submit to the Town of Kingston Springs (SOW) whenever a project of significant hours is requested by the Town of Kingston Springs to provide specs required for successful development and implementation, or whenever either party requests an SOW. Each SOW will be completed in good faith and in a manner to not create an administrative burden, but to document clear direction of work to be performed by Core Business and expectations of the Town of Kingston Springs. Applicable sales tax will be in addition to the discounted hourly rate.

Fees and Payments

Upon acceptance of this agreement one-half of the Development Fees will be due and payable ($\$3,625.00 \times 1/2 = \$1,812.50$). Upon delivery of the initial Work Product a final payment of the remaining one-half of the Work Product costs will be due and payable, \$1,812.50, plus any additional development costs approved by the Town of Kingston Springs. Applicable sales tax will be in addition to the Development Fees.

Costs for ongoing monthly Hosting will be \$200 per month. Each month, beginning with the public product going live, Core Business will invoice the ongoing monthly Hosting Fee, which will be due and payable by the Town of Kingston Springs within 10 business days. Applicable sales tax will be in addition to the ongoing monthly Hosting Fee.

Additional Development, Maintenance and Support beyond the Web Development or beyond the scope of the Web Development, as described in Scope of Engagement, will be invoiced at the discounted hourly rate of \$125. Each month, Core Business will invoice any Additional Development, Maintenance or Support hours incurred in the preceding month, which will be due and payable by The Town of Kingston Springs within 10 business days. Applicable sales tax will be in addition to the Additional Development, Maintenance and Support Fees.

Invoices

All services will be invoiced on or about the 1st of each month and are due and payable by The Town of Kingston Springs within 10 business days of the invoice date. All invoices will be submitted electronically via email. The Town of Kingston Springs will provide an email address as recipient of all invoices. Applicable sales tax will be in addition to the Development, Hosting, and Additional Development Maintenance and Support fees.

Direct and Out-of-Pocket Expenses

The Town of Kingston Springs will reimburse the actual cost of all direct, out-of-pocket expenses including travel airfare, hotel, car rental, automobile mileage at the Internal Revenue Service Standard Mileage Rate for Business Deductions (currently \$0.575 per mile), taxi, parking, meals, reprographics, postage/FedEx/UPS/DHL, cellular telephone and long distance telephone expenses. Out-of-pocket expenses will be invoiced on or about the 1st of each month and are due and payable by The Town of Kingston Springs within 10 business days of the invoice date. **Travel expenses will only be reimbursed if/when travel occurs outside of the Kingston Springs and Nashville Metropolitan area. No out-of-pocket expenses will be incurred without prior approval from The Town of Kingston Springs.**

Roles and Responsibilities:

Core Business will provide development and maintenance as defined in the Scope of Work.

Town of Kingston Springs is required to provide essential access, content, and assets as requested to complete the work detailed in this proposal.

Term and Termination

The term of the *Town of Kingston Springs Engagement Letter* will be for a period of a 12 months beginning July 1, 2015 and ending June 30, 2016. This contract will renew for a period of 12 months on July 1, 2016, and annually thereafter, unless notice by either party is given thirty days prior to the end of the contract.

Core Business, LLC Standard Terms and Conditions

Attached to this letter are Core Business, LLC's Standard Terms and Conditions (Attachment A) that are hereby incorporated and made a part of this Engagement Letter. Should the terms of this Engagement Letter be inconsistent with the Standard Terms and Conditions, attached, the terms of this Engagement Letter shall control.

Acceptance

If the above terms are acceptable, please indicate your acceptance by signing in the space provided below. Please return the *Town of Kingston Springs Engagement Letter* by email, fax or mail to:

Email: mHUDSON@thisiscore.com

Fax: 615-318-1319

or

Martin R. Hudson
Core Business, LLC
385 N. Main St. Ste. 103
Kingston Springs, TN 37082

We look forward to working with you. Please feel free to call Corey Foster or me with any questions.

Sincerely yours,



Martin R. Hudson 06/26/2015
Core Business, LLC Date

ACCEPTED:

The Town of Kingston Springs Date

cc: Corey Foster

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 (CLIENT). 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, CLIENT 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.** CLIENT will pay fees as specified in the Engagement Letter. At the end of each month, Core Business will prepare and submit to CLIENT 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 CLIENT is responsible. Any amount due CLIENT 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"). Core Business, LLC
 - 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 CLIENT, 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 CLIENT, 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, CLIENT 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.** CLIENT agrees that Core Business, its partners, principals, officers and employees shall not be liable to CLIENT 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 CLIENT 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 CLIENT 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.** CLIENT 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 CLIENT. CLIENT 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 CLIENT 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.** CLIENT 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 CLIENT or Core Business or has been previously possessed by CLIENT or Core Business, was independently developed by CLIENT or Core Business without violation of this provision, or CLIENT 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 CLIENT.
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 CLIENT 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 CLIENT 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.