



## AGENDA

### BOARD OF MAYOR AND ALDERMEN WORK SESSION

Monday, February 2, 2015  
Council Room, 2<sup>nd</sup> Floor, City Hall, 4:30 p.m.

#### Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Vice Mayor Mike McIntire  
Alderman John Clark  
Alderman Colette George

Alderman Andy Hall  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### Leadership Team

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

1. Call to Order
2. Roll Call
3. NETWORKS Update – Clay Walker
4. Downtown Dog Park Update – Sherri Mosley
5. Work Session Tickler
6. Review of Items on February 3, 2015 Business Meeting Agenda
7. Adjourn

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



**Work Session Tickler**  
*February 2, 2015*

**Special Projects**

**Brickyard Park Ball Fields**

**David Mason**

The Ballpark construction contract with Denark Construction includes alternates 2 & 3 plus change order No. 1 for a total contact amount of \$3,732,038. The concession stand roof is now dried-in and the metal roofing material is on order. Electrical rough-in work in concessions and to the light poles is in progress. Plumbing and mechanical rough-ins are also underway. All four fields are now ready for topsoil installation. The weather allowed for some topsoil installation to begin on Field 2 during the week of Jan. 19<sup>th</sup>, hoping to continue again the week of Feb. 2<sup>nd</sup>. Infield mix has also been delivered and stockpiled on 3 fields to be spread after topsoil is complete.

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

Field 1.



Field 2 – Note Topsoil In Right Field.



*Brickyard Park Ball Fields continued*

Field 3.



Field 4.



***Fire Training Ground***

***Chief Dye***

The Burn Building/Training Tower is out to bid, they will have been opened January 29th. So we will have already done so by the time you read this. Hopefully we will have good news.

Plans are to add storage facilities, classroom facilities, etc. Several props will be on concrete slabs and we are looking where to place them. These will be for vehicle extrication, special rescue, such as cutting concrete, steel, etc.



## **Carousel**

**Morris Baker**

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



Engage Kingsport and the Office of Cultural Arts are very near launching a Kickstarter campaign (Feb. 14 – March 14) and actively seeking the remainder of sponsorships for the Carousel. The Carousel Fine Craft Show Brass Ring Gala will be March 20 at which time the Roundhouse will be showcased with the pieces carved inside. The frame will begin to be assembled the following week.

Engage Kingsport will attend the Feb. 16 work session to provide an update on the Carousel. The following update was submitted by the Carousel Committee:

### Building Construction as of 1/27/14

- Construction of the Carousel Roundhouse and Gift Shop is progressing on schedule with a Certificate of Occupancy target of the week of March 16 in time for the 2015 Brass Ring Gala and Fine Craft Show.
- Exterior walls and roof of the Roundhouse and Gift Shop are nearly complete. Installation of the green metal roof on the Roundhouse is being done this week.
- Rough electrical work in both buildings is nearly complete.
- Insulation and sheetrock will be installed on the interior walls of the Gift Shop and Roundhouse within the next two weeks. Overhead doors will also be installed in that time frame.

### Frame Refurbishing

- The 24 Inside Panels (these surround the motor and gears in the center of the carousel) are being laminated with high-gloss gold finished aluminum sheets which will provide highly reflective surfaces. Ten of the panels are finished to date. Work on the remaining two panels has been delayed due to cold temperatures at the Shelby Street workshop. This work will be completed as temperatures permit.
- Ten of the 12 flooring sections on the carousel have been refurbished with the remaining 2 sections underway. The old flooring covering these sections was worn beyond repair, so we are removing the old flooring and replacing it with Eastman-donated Perennial Wood. The remaining two sections should be completed by the end of February.
- Work to clean and inspect all mechanical components of the machinery is continuing. We have encountered some expected and some unexpected mechanical problems as the inspection has progressed.
  - We have found cracks in the ten crank pinion gears, making them unusable. We have contacted Chance Rides and Brass Ring Enterprises about availability and pricing of replacement gears (both of steel and Nylatron). We have also contacted Allied Industrial Technologies in Kingsport to see if we can source the gears through one of their suppliers (in either steel or Nylatron). These gears are not off-the-shelf parts and will have to be manufactured. We are awaiting pricing and availability quotes from all three sources. Manufacturing these gears could result in a delay in the carousel assembly and start up; but at this time we can't say that will be the case.
  - We have found expected worn-out conditions on the tee bearings and the crank bearings. We are awaiting quotes for rebuilding or replacing both bearings with Nylatron wear surfaces to eliminate the need for greasing the bearings. We don't expect this work to cause any delay in the carousel assembly or start up.

## Carousel continued

### Carving/Painting

- We have two horses still being carved that are scheduled to be on the carousel. We also have 2 back-up horses; one finished and one being painted. They will both be ready to fill in as needed during assembly.
- The 24 sweep animals are about finished. We have 4 pieces that are still being carved and a couple waiting to be painted.
- The Ticket/Control Booth is being painted at the Flying Pig Gallery and Studios. The booth is in the form of a large hollow tree. Our Flying Pig will be suspended above the booth. Several small animals are being carved and will be attached to the outside of the booth. These animals are underway and will be finished in time for assembly of the carousel. The booth will house controls for the carousel, band organ and sound system and could be used for token sales if needed.
- Painting is nearly complete on the Rounding Boards and Light Boards. The Angel Frames are finished. We have decided to do more painting on the Light Boards and Button Plaques to make each one unique in appearance. This additional painting is now underway.

### Carousel Assembly

- Assembly of the carousel is now scheduled to begin March 23 and be complete by April 20. The only concern for achieving this completion date is obtaining the crank gear replacements, mentioned above, by March 23.

## ***WTP Raw Water Transmission and Intake Replacement Design***

***Niki Ensor***

Engineer: CDM Smith

**Tunnel Alignment** (right)

Construction Schedule: March 2015 – January 2017

Project Update: (No changes.)

Plans and specifications have been submitted to Regulatory and funding agencies for approval. Received TVA 26a permit.



## **Legal**

### ***Risk Management***

***Terri Evans***

### ***Kingsport Employee Wellness***

The Kingsport Employee Wellness Center opened 6/26/13. Calendar year 2014 utilization is 95.5%, and of those, 55.2% were active employees, 4.6% were retirees, 35.5% were dependents, 0.3% were *Kingsport Employee Wellness continued*

Workers Compensation visits, 0.2% were extended patient visits, and 4.2% were no-shows. Our no-show target is below 5%.

*Kingsport Employee Wellness continued*

Beginning January, 2015, the school system became self-funded, allowing their employees to utilize the Kingsport Employee Wellness Center. There are 56 hours available for 20 minute appointments, including Saturdays, to serve both the school department and the general government employees. Utilization January 2 through January 23, 2015, is 101.1%, and of those, 19.5% were government active, 32.9% were school active, 2.9% were government retirees, 4.4% were school retirees, 15.3% were government dependents, 20.9% were school dependents, 1.5% were extended patient visits, and 2.6% were no-shows. Utilization increases with the inclusion of new members as they are asked to make two, back-to-back appointments for their initial visit. We expect utilization to level out by mid-February and will re-evaluate center hours at that time.

***Worker's Compensation***

Reporting will be included with the February 16 BMA packet.

**Budget Office**

***Judy Smith***

***Financial Comments***

Local Option Sales Tax revenue for the month of November was \$1,340,457 which was \$13,754 under budget and \$78,494 above last year's actual. The Year to Date Total is \$104,969 over budget and \$302,172 over last year which is a 4.7% increase over last year's actual for the first quarter.



## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, February 3, 2015**

**Large Courtroom – 2<sup>nd</sup> Floor, City Hall**

**7:00 p.m.**

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

Mayor Dennis R. Phillips, Presiding  
Vice Mayor Mike McIntire  
Alderman John Clark  
Alderman Colette George

Alderman Andy S. Hall  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **City Administration**

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

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

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

**II.B. INVOCATION** – Minister Penny Hagy, Evangel Family Worship Center

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

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

None

#### **V. APPROVAL OF MINUTES**

1. Work Session – January 20, 2015
2. Business Meeting – January 20, 2015

## **VI. COMMUNITY INTEREST ITEMS**

### **A. PUBLIC HEARINGS**

1. Amend Zoning of the Rock Springs Road South Property, Located Between Rock Springs Road and Interstate 81 (AF: 33-2015) (Ken Weems)
  - Public Hearing
  - Zoning Ordinance

#### **COMMENT**

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

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

1. Amend the FY15 Operating Budgets and Various Projects (AF: 20-2015) (Jeff Fleming)
  - Ordinance – First Reading

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

None

### **D. OTHER BUSINESS**

1. Bid for the Purchase of Seven (7) Police Pursuit Package Sedans to Auto World of Big Stone Gap, Inc. (AF: 25-2015) (Chris McCartt / Steve Hightower)
  - Resolution
2. Bid for the Purchase of three (3) Police Street Package Sedans to Auto World of Big Stone Gap, Inc. (AF: 26-2015) (Chris McCartt / Steve Hightower)
  - Resolution
3. Bid for the Purchase of Two (2) Cab/Chassis with Rear Loader Refuse Trucks to Worldwide Equipment, Inc. (AF: 30-2015) (Chris McCartt / Ryan McReynolds & Steve Hightower)
  - Resolution
4. Bid for the Purchase of Two (2) Automated Recycling Trucks to Worldwide Equipment, Inc. (AF: 31-2015) (Chris McCartt / Ryan McReynolds & Steve Hightower)
  - Resolution
5. Agreement with TDOT Related to Safe Routes to School (Andrew Jackson Elementary) Amendment 4 (AF: 28-2015) (Ryan McReynolds)
  - Resolution

Revised 2/2/15 →

6. Intent of the Board Supporting the Efforts of the Governor and the Proposed Insure Tennessee Plan (AF: 34-2015) (Mayor Phillips)
  - Resolution
7. Notice to the Sullivan County Election Commission to Conduct City Elections for the Board of Mayor and Aldermen and Board of Education (AF: 43-2015) (Mike Billingsley)
  - Resolution
8. Amend the Grocery Agreement with Gordon Food Service that Expires on February 28, 2015 (AF: 40-2015) (Jennifer Walker)
  - Resolution
9. Bid for the Purchase of Two (2) 41 Passenger School Buses to Mid-South Bus Center (AF: 38-2015) (Steve Hightower)
  - Resolution
10. Bid for the Purchase of Three (3) 72 Passenger School Buses to Mid-South Bus Center (AF: 39-2015) (Steve Hightower)
  - Resolution
11. Receive Four Burn Cell Buildings Donated from Donan Solutions Inc. Valued at Approximately \$3,000.00 (AF: 29-2015) (Chief Dye)
  - Resolution
12. Fleet Maintenance Department to Provide Repair and Maintenance Services for the Sullivan County, Bluff City, and City of Kingsport Animal Shelter Vehicles (AF: 27-2015) (Chris McCartt)
  - Resolution

#### **E. APPOINTMENTS**

1. Appointment to the Kingsport Economic Development Board (AF: 32-2015) (Mayor Phillips)
  - Appointment

#### **VII. CONSENT AGENDA**

None

#### **VIII. COMMUNICATIONS**

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

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

#### **IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, January 20, 2015, 4:00 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Vice-Mayor Mike McIntire

Alderman John Clark

Alderman Colette George

Alderman Andy Hall

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **PARKS AND RECREATION UPDATE.** Parks and Recreation Manager Kitty Frazier gave a presentation on the facilities and programs available to citizens. Mayor Phillips then read a letter commending employee Russ Hickman's service with the parks and recreation department.
4. **WORK SESSION TICKLER.** Assistant City Manager for Administration Chris McCart gave an update on the status of Brickyard Park, noting the project is being fast-tracked to be operational by spring. Fire Chief Dye commented on the progress of Fire Station 6 and the status of the ladder truck. Alderman Segelhorst pointed out the city is in the process of standardizing the injury reports, noting there were two injuries in December.
5. **REVIEW OF AGENDA ITEMS ON THE JANUARY 20, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:
  - VI.AA.1 **Public Hearing for Annexation Annual Plan of Services Report (AF: 10-2015).** City Planner Corey Shepherd gave details on this item and answered questions from the board. City Manager Fleming provided information on legislation that will allow de-annexation of property. He pointed out the plan of services would have to be incomplete before it is even an option, noting all of the city's is on schedule.
  - VI.D.2 **Purchase of Real Property from Jerry B. and Patsy Byerley for Stormwater Control in the Reedy Creek Drainage Basin (AF: 18-2015).** City Manager Fleming stated this would be paid for out of stormwater funds. He also noted that with this purchase, the city would own all of the property on that side of John B. Dennis Highway.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, January 5, 2015**

**VI.D.3 Letter of Agreement with First Baptist Church Related to Phase II of the Sullivan Street Roadway Improvements** (AF: 14-2015). City Manager Fleming gave details on this item, discussing the removal of the traffic signal and installation of a traffic calming device. Assistant City Manager McCartt stated they hope to get started within the next twelve months. Assistant City Manager McReynolds provided further details on the project and the highest level of safety for pedestrians. Some discussion followed.

**VI.D.6 License Agreement with TDOT Related to Right-of-Way Use for SR 126 (Wilcox Drive) Sidewalk Improvements** (AF: 19-2015). Assistant City Manager McReynolds discussed this item, noting it was the last phase from downtown to the Aquatic Center. He stated there would be a rail.

**VI.D.7 Interlocal Cooperation Agreement with the Emergency Communications District of the City** (AF: 11-2015). City Manager Fleming explained this agreement outlines how expenses will be shared. Police Chief Quillin pointed out the building will be finished sooner than it will be occupied.

**VI.D.8 Option for a Ground Lease and the Cooperation Agreement with the Kingsport Housing and Redevelopment Authority for the Lee School Property** (AF: 21-2015). City Attorney Billingsley provided information on this item. Mr. Joel Conkin, attorney for the KHRA gave further details, noting that in order to qualify for the award, they must be able to show site control of the property by either owning or having the ability to acquire it.

**VI.D.10 Detailed Bond Resolution Authorizing the Issuance of Not to Exceed \$20,200,000 General Obligation Refunding Bonds of the City of Kingsport, Tennessee** (AF: 24-2015). City Manager Fleming explained the purpose of this bond resolution is the equivalent of refinancing and saving 1.4 million dollars in interest. City Recorder Demming provided further details and answered questions.

**BOARD COMMENT.** None.

**PUBLIC COMMENT.** None.

**8. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 5:55 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, January 20, 2015, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman John Clark  
Alderman Colette George  
Alderman Andy Hall

Vice-Mayor Mike McIntire  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** New Vision Youth.
- II.B. **INVOCATION:** Pastor Richard Dice, Christ Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
  1. Presentation to Citizen – Chief Quillin.
  2. Russ Hickman – Parks and Recreation Award.
- V. **APPROVAL OF MINUTES.**

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

- A. January 5, 2015 Regular Work Session
- B. January 6, 2015 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.**

1. **Public Hearing for Annexation Annual Plan of Services Report**  
(AF: 10-2015) (Corey Shepherd). Planner Corey Shepherd gave a brief presentation on this item.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 20, 2015**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING.** None.

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

**1. Budget Ordinance to Fund WWTP Blower Project in FY15 with Sewer Fund Balance (AF: 04-2015) (Ryan McReynolds).**

Motion/Second: George/McIntire, to pass:

**ORDINANCE NO. 6464, AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE CLEAN ENERGY GRANT AND BY APPROPRIATING FUNDS FROM THE SEWER FUND BALANCE TO ESTABLISH THE WWTP BLOWER PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

**D. OTHER BUSINESS.**

**1. Approval of Offer for Easement and Right-of-Way for the Dunbar Street Water Line Extension Project (AF: 17-2015) (Ryan McReynolds).**

Motion/Second: McIntire/Clark, to approve:

**OFFER FOR EASEMENT AND RIGHT-OF-WAY FOR THE DUNBAR STREET WATER LINE EXTENSION PROJECT**

Passed: All present voting "aye."

**2. Purchase of Real Property from Jerry B. and Patsy Byerley for Stormwater Control in the Reedy Creek Drainage Basin (AF: 18-2015) (Stephen Robbins).**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2015-108, A RESOLUTION APPROVING THE PURCHASE OF PROPERTY AT THE REEDY CREEK DRAINAGE BASIN FROM JERRY B. AND PATSY C. BYERLEY; AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO PURCHASE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE PURCHASE**

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 20, 2015**

**3. Letter of Agreement with First Baptist Church Related to Phase II of the Sullivan Street Roadway Improvements (AF: 14-2015) (Ryan McReynolds).**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2015-109**, A RESOLUTION APPROVING A LETTER OF AGREEMENT WITH FIRST BAPTIST CHURCH, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AGREEMENT

Passed: All present voting "aye."

**4. Establish Fees for Kingsport Public Library Media Station and Study Space (AF: 15-2015) (Morris Baker).**

Motion/Second: Segelhorst/Hall, to pass:

**Resolution No. 2015-110**, A RESOLUTION AMENDING RESOLUTION NO. 2014-211 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 54-LIBRARY

Passed: All present voting "aye."

**5. Condemn for Easements and Right-of-Ways for Phase II of the West Sullivan Street Road Widening Project (AF: 23-2015) (Mike Billingsley).**

Motion/Second: Segelhorst/Clark, to pass:

**Resolution No. 2015-111**, A RESOLUTION TO AUTHORIZE CONDEMNATION PROCEEDINGS FOR PHASE II OF THE WEST SULLIVAN STREET ROAD WIDENING PROJECT

Passed: All present voting "aye."

**6. License Agreement with TDOT Related to Right-of-Way Use for SR 126 (Wilcox Drive) Sidewalk Improvements (AF: 19-2015) (Ryan McReynolds).**

Motion/Second: Parham/Hall, to pass:

**Resolution No. 2015-112**, A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION REGARDING THE RIGHT-OF-WAY USE FOR SR-126 (WILCOX DRIVE), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**7. Interlocal Cooperation Agreement with the Emergency Communications District of the City (AF: 11-2015) (Jeff Fleming/John Moser).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 20, 2015**

Motion/Second: Clark/McIntire, to pass:

**Resolution No. 2015-113**, A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSFORT; TENNESSEE; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; TO MAKE CERTAIN CHANGES TO THE AGREEMENT AS NEEDED; TO TAKE SUCH ACTS AND EXECUTE SUCH OTHER DOCUMENTS NECESSARY OR DESIRABLE TO IMPLEMENT OR COMPLY WITH THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION; AND RATIFYING ALL ACTS FROM JULY 1, 2014 CONSISTENT WITH THE AGREEMENT

Passed: All present voting "aye."

**8. Option for a Ground Lease and the Cooperation Agreement with the Kingsport Housing and Redevelopment Authority for the Lee School Property (AF: 21-2015) (Jeff Fleming/Mike Billingsley).**

Motion/Second: Segelhorst/McIntire, to pass:

**Resolution No. 2015-114**, A RESOLUTION APPROVING AN OPTION TO ENTER INTO A GROUND LEASE WITH THE KINGSFORT HOUSING AND REDEVELOPMENT AUTHORITY, OR ITS NOMINEE; APPROVING AN AGREEMENT THAT THE COOPERATION AGREEMENT WITH THE KINGSFORT HOUSING AND REDEVELOPMENT AUTHORITY IS APPLICABLE TO THE REDEVELOPMENT OF THE LEE SCHOOL PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AUTHORIZING CERTAIN CHANGES TO THE AGREEMENTS, AS NEEDED; AND AUTHORIZING SUCH ACTS AND EXECUTE SUCH OTHER DOCUMENTS NECESSARY OR DESIRABLE TO IMPLEMENT OR COMPLY WITH THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

Passed: All present voting "aye" except George voting "nay."

**9. Agreement with Dick's Sporting Goods for 2015 Parks and Recreation Baseball/Softball Programs (AF: 09-2015) (Morris Baker).**

Motion/Second: George/Segelhorst, to pass:

**Resolution No. 2015-115**, A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH DICK'S SPORTING GOODS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**10. Detailed Bond Resolution Authorizing the Issuance of Not to Exceed \$20,200,000 General Obligation Refunding Bonds of the City of Kingsport, Tennessee (AF: 24-2015) (Jim Demming/Jeff Fleming).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 20, 2015**

Motion/Second: McIntire/Clark, to pass:

**Resolution No. 2015-116**, RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$20,200,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, OF THE CITY OF KINGSPORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

**E. APPOINTMENTS/REAPPOINTMENTS.**

**Appointments/Reappointments are considered under one motion.**

Motion/Second: Segelhorst/George, to approve:

**1. Reappointment to the Historic Zoning Commission (AF: 13-2015) (Mayor Phillips).**

Approve:

REAPPOINTMENT OF MR. JIM HENDERSON TO SERVE A THREE-YEAR TERM ON THE **HISTORIC ZONING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON FEBRUARY 28, 2018.

Passed: All present voting "aye."

**2. Reappointment to the Construction Board of Adjustments and Appeals (AF: 12-2015) (Mayor Phillips).**

Approve:

REAPPOINTMENT OF MR. HIRAM RASH TO SERVE A THREE-YEAR TERM ON THE **BOARD OF ADJUSTMENTS AND APPEALS** EFFECTIVE IMMEDIATELY AND EXPIRING FEBRUARY 28, 2018.

Passed: All present voting "aye."

**3. Reappointment to the Kingsport Housing and Redevelopment Authority (AF: 16-2015) (Mayor Phillips).**

Approve:

REAPPOINTMENT OF MS. LINDA CALVERT TO SERVE A FIVE-YEAR TERM ON THE **KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY** EFFECTIVE IMMEDIATELY AND EXPIRING FEBRUARY 29, 2020.

Passed: All present voting "aye."

**4. Appointment to the Visitor Enhancement Program Advisory Board (AF: 22-2015) (Mayor Phillips).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 20, 2015**

Approve:

APPOINTMENT OF MS. CEEGEE MCCORD TO SERVE A THREE-YEAR TERM ON THE **VISITOR ENHANCEMENT PROGRAM ADVISORY BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING JANUARY 31, 2018.

Passed: All present voting "aye."

**VII. CONSENT AGENDA.** None.

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Fleming pointed out the board met for the work session at 4:00 earlier this afternoon to discuss these agenda items and invited the public to attend these open meetings. He also commended the presentation on city parks presented by Kitty Frazier at the work session.

**B. MAYOR AND BOARD MEMBERS.** Alderman Hall commented on the education initiative that will be addressed in the President's State of the Union address later tonight and the fact that it originated in Tennessee. Alderman George asked everyone in the community to give blood at the local Marsh blood drive for the Rotaries competition. Alderman Segelhorst thanked all of the volunteers in Kingsport, pointing out the spirit of volunteerism is alive and well. He also promoted the concert and theatrical events at the Renaissance Center. Alderman Clark commented favorably on the parks and rec presentation, noting there needs to be more marketing of these facilities. Mr. Clark also talked positively about the several Martin Luther King, Jr. events held throughout the city yesterday. Alderman Parham commented on the rescue squad awards ceremony and the quality of first responders in our area. He commended the Martin Luther King, Jr. parade and the sense of community it provided. Mr. Parham stated the New Vision Youth were the future of Kingsport. Vice-Mayor McIntire asked everyone to remember Comptroller Lisa Winkle during the recent loss of her husband to ALS, noting her value as an employee. Mayor Phillips agreed and also stated Human Resource Director George DeCroes has done an excellent job since he started.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 7:56 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor



**AGENDA ACTION FORM**

**Amend Zoning of the Rock Springs Road South Property, Located Between Rock Springs Road and Interstate 81**

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

Action Form No.:	AF-33-2015	Final Adoption:	February 17, 2015
Work Session:	February 2, 2015	Staff Work By:	Ken Weems
First Reading:	February 3, 2015	Presentation By:	Ken Weems

**Recommendation:**

- Hold public hearing.
- Approve ordinance amending the zoning ordinance to rezone parcels from R-1B, Residential District to B-4P, Planned Business District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 4.6 acres/ a total of 6 parcels located off Rock Springs Road from R-1B to B-4P. The purpose of the rezoning request is to allow construction of a commercial showroom for cabinets on the property. As of January 26, 2015, the Planning Department has received one call about the rezoning from an adjacent property owner. The adjacent property owner was calling for information purposes and was neither for nor against the rezoning request. During their January 2015 regular meeting, the Kingsport Regional Planning Commission voted 7-1 to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on January 19, 2015.

**Attachments:**

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on February 3, 2015 to consider the rezoning for a portion of parcel 1 of tax maps 119I and 119P located along Rock Springs Road from R-1B District to B-4P District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the western corner of parcel 84, Tax Map 119P, in common with the northern right-of-way of Interstate 81; thence in a northeasterly direction, following the northern right-of-way of Interstate 81, approximately 629 feet to a point, said point lying on the boundary of parcel 1 in common with the northern right-of-way of Interstate 81; thence in a northwesterly direction, approximately 378 feet to a point, said point lying on the boundary of parcel 1 in common with the southern right-of-way of Rock Springs Road; thence in a southwesterly direction, following the southern right-of-way of Rock Springs Road, approximately 587 feet to a point, said point being the northern corner of parcel 84 in common with the southern right-of-way of Rock Springs Road; thence in a southeasterly direction, approximately 278 feet to the point of BEGINNING, and being a portion of parcel 1, Tax Maps 119P and 119I as shown on the March 2011 Sullivan County Tax Maps.

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

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
PIT: 1/19/15

PRE-FILED  
CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO ROCK SPRINGS ROAD FROM R-1B, RESIDENTIAL DISTRICT TO B-4P, PLANNED BUSINESS DISTRICT IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Rock Springs Road from R-1B, Residential District to B-4P, Planned Business District in the 14<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the western corner of parcel 84, Tax Map 119P, in common with the northern right-of-way of Interstate 81; thence in a northeasterly direction, following the northern right-of-way of Interstate 81, approximately 629 feet to a point, said point lying on the boundary of parcel 1 in common with the northern right-of-way of Interstate 81; thence in a northwesterly direction, approximately 378 feet to a point, said point lying on the boundary of parcel 1 in common with the southern right-of-way of Rock Springs Road; thence in a southwesterly direction, following the southern right-of-way of Rock Springs Road, approximately 587 feet to a point, said point being the northern corner of parcel 84 in common with the southern right-of-way of Rock Springs Road; thence in a southeasterly direction, approximately 278 feet to the point of BEGINNING, and being a portion of parcel 1, Tax Maps 119P and 119I as shown on the March 2011 Sullivan County Tax Maps.

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

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

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number 14-101-00015**

**PROPERTY INFORMATION**

<b>ADDRESS</b>	2705 Rock Springs Road, Kingsport, TN 37664
<b>DISTRICT</b>	14
<b>OVERLAY DISTRICT</b>	Not Applicable
<b>EXISTING ZONING</b>	R-1B (Residential)
<b>PROPOSED ZONING</b>	B-4P (Planned Business District)
<b>ACRES</b>	4.6 +/-
<b>EXISTING USE</b>	vacant land
<b>PROPOSED USE</b>	commercial showroom

**PETITIONER**

**ADDRESS** PO Box 5607, Kingsport, TN 37664

**REPRESENTATIVE**

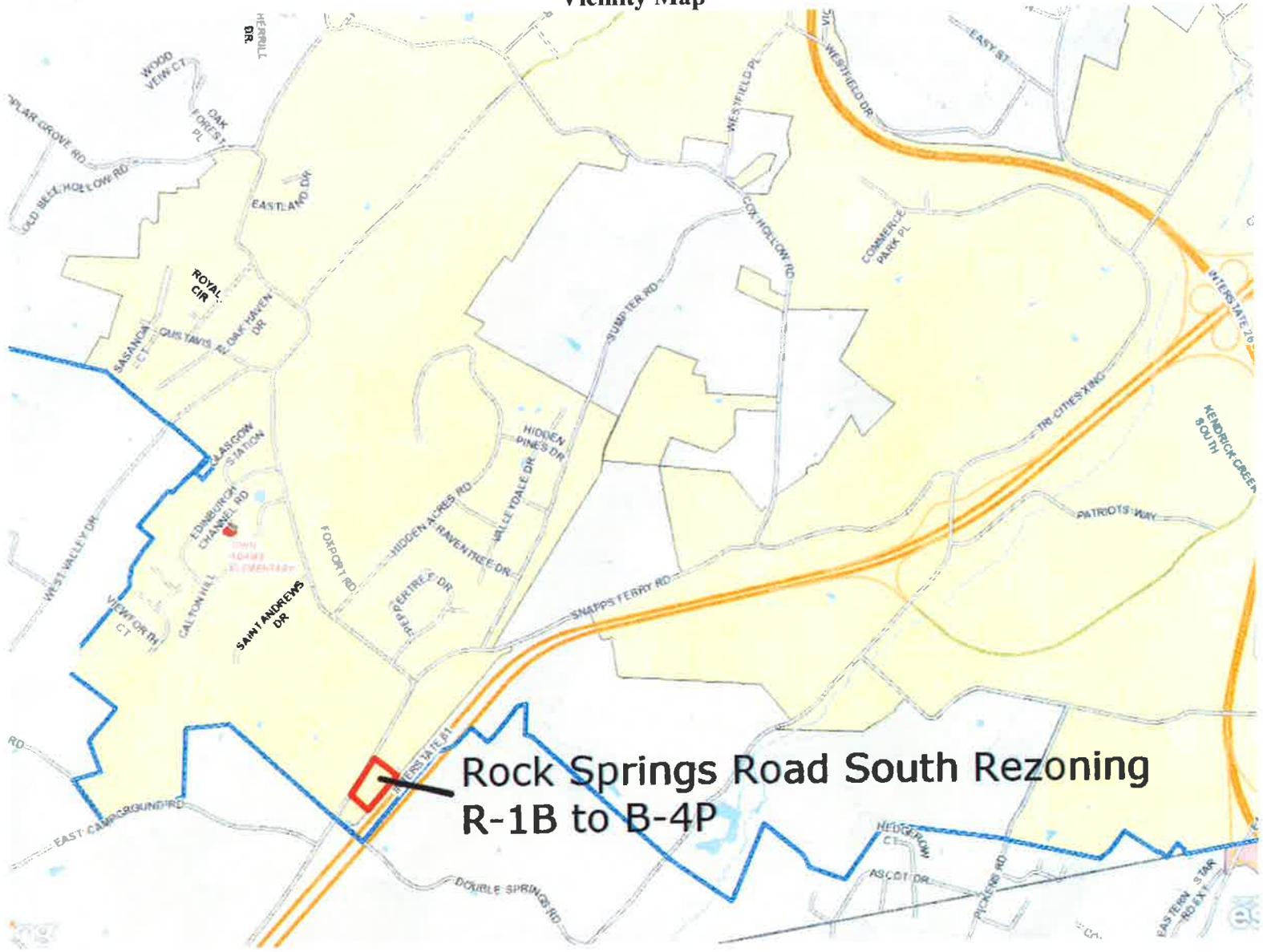
**PHONE** (423) 765-2663

**INTENT**

*To rezone from R-1B to B-4P to allow a commercial showroom use on the property.*

Rezoning Report

Vicinity Map

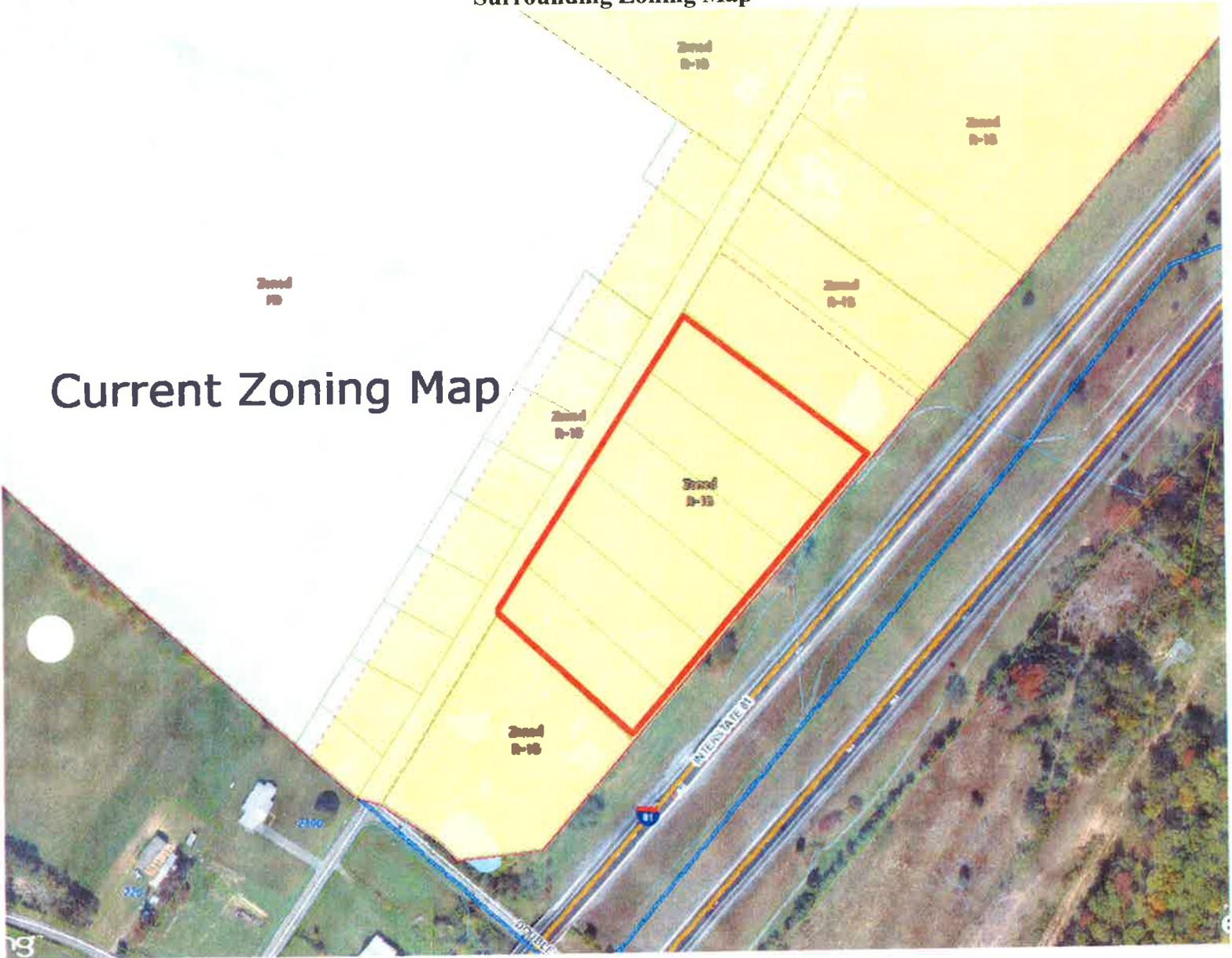


Rock Springs Road South Rezoning  
R-1B to B-4P

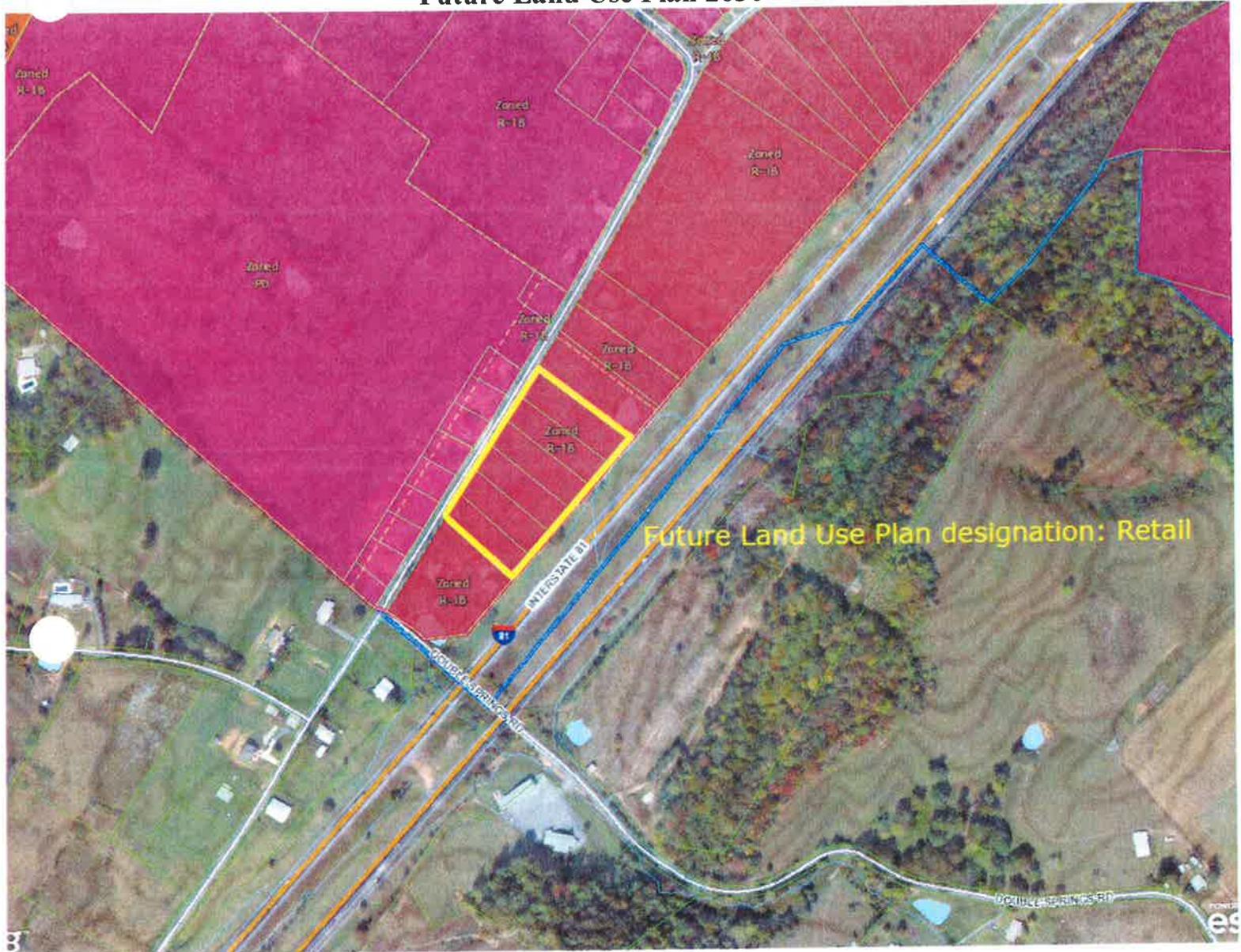
Rezoning Report

Surrounding Zoning Map

Current Zoning Map



**Future Land Use Plan 2030**



Aerial



**West View**



**South View (Towards I-81)**



**North View (Towards John Adams Elementary)**



**East View**



Kingsport Regional Planning Commission

Rezoning Report

File Number 14-101-00015

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-1B</u> Use: single family residential	Property annexed in 2009
Further North and Northwest	2	<u>Zone: City PD</u> Use: vacant property	Property annexed in 2009
East	3	<u>Zone: City R-1B</u> Use: single family	Property annexed in 2009
Further East	4	<u>Zone: County A-1</u> Use: I-81 right-of-way	n/a
Southeast and South	5	<u>Zone: County A-1</u> Use: I-81 right-of-way	n/a
Further South	6	<u>Zone: County A-1</u> Use: I-81 right-of-way	n/a
West	7	<u>Zone: City R-1B</u> Use: single family residential	Property annexed in 2009

EXISTING USES LOCATION MAP





- Rear yard: 30 feet
- Lot coverage: 30% maximum
- Parking for showroom, office, and accessory storage: 12 (14 supplied)

The ZDP indicates compliance with the development standards in a B-4P District

### Parking Requirements

The site plan indicates a total of 14 regular parking spaces. The minimum requirement for the development is 12 parking spaces.

### Property Features

The rezoning/development site lies on the southern side of Rock Springs Road, between the existing residential site to the north and Interstate 81 to the south. The topography of the site gently slopes to the southwestern corner of the rezoning area.

### Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit commercial development that will be suitable in regards to abutting residential zones and uses. The B-4P requirements offer a more aesthetically pleasing environment than generally found in other business zones.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The Future Land Use Plan designates this property as favorable for retail use.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
- 4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not cause a burdensome use of existing streets, transportation facilities, or schools.

5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

**Proposed use:** The use of the rezoning site as a commercial showroom is compliant with the land use plan as a retail use.

The Future Land Use Plan Map recommends retail use.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning. The property, when originally annexed in 2009, was found to be a suitable site for B-4P zoning.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.

8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will create an isolated commercial district. The rezoning will be an initial step towards realizing a continuous retail district between Rocks Springs Road, Shipley Ferry Road, and I-81. The Future Land Use Plan recommends retail use for this area from the current Urban Growth Boundary to Tri-Cities Crossing.

9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are appropriately drawn as is.

10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare. A rezoning to a B-4P district will further the realization of the Future Land Use Plan.

## CONCLUSION

Staff recommends APPROVAL to rezone from R-1B to B-4P. The rezoning request is compliant with the 2030 Future Land Use Plan as a retail use.



**AGENDA ACTION FORM**

**Amend the FY15 Operating Budgets and Various Projects**

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

Action Form No.: AF-20-2015  
 Work Session: February 2, 2015  
 First Reading: February 3, 2015  
 Final Adoption: February 17, 2015  
 Staff Work By: Judy Smith  
 Presentation By: Jeff Fleming

**Recommendation:**  
 Approve the ordinance.

**Executive Summary:**  
 This ordinance is a cleanup ordinance for the various operating budgets and projects. The General Project Fund will be amended by transferring funds to the Library project in the amount of \$100,000 to replace windows at the Library, by transferring \$116,334 to the Jackson Elementary Safe Routes to Schools project to cover the local costs of the project, by transferring \$20,000 to the Greenbelt-East Ext. PH I, by transferring \$80,754 to the Farmers Market project, by transferring \$5,000 to the mowing project, by transferring \$5,804 to the Centennial project and by transferring \$3,644 to Fire Station #6 and to close the project.

The Water Fund will be amended by transferring funds from the Water Plant Budget in the amount of \$125,000 to the Water Pump Station Project (WA1506); and by transferring funds from the Water Systems Maintenance budget in the amount of \$576,056 to the Water Line Improvements project (WA1507).

The Sewer Fund will be amended by transferring funds from the Sewer Plant Budget in the amount of \$237,755 to the Pump Station Improvements project (SW1509) and by transferring funds from the Water Systems Maintenance budget in the amount of \$250,000 to the Sewer Line Improvements Project (SW1508).

**Attachments:**  
 1. Ordinance

Funding source appropriate and funds are available: 

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

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

AN ORDINANCE TO AMEND VARIOUS OPERATING BUDGETS AND PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund and General Project-Special Revenue Fund budgets be amended by transferring \$48,500 from the Property Acquisition project (GP1223) and \$51,500 from the Land Acquisition project (GP1515) to the Library Improvements Project (GP1400), by appropriating \$8,200 from donations to the Sidewalk Improvements project (GP1520), by transferring \$116,334 from the Rock Springs Road Improvement Phase 2 project (GP1304) to the Jackson Elementary Safe Routes (GP1104), by transferring \$20,000 from Cleek Road Phase 2 (GP1300) to the Greenbelt-East Ext. PH 1 (GP1529), by transferring \$44,275 from the Riverwalk Project (GP0913) and from the Clinchfield Roller/Press Improvement project (GP1227) in the amount of \$36,479 to the Farmers Mkt Phase II project (GP1212), by transferring \$10,804 from the General Fund operating budget to the Mowing project (NC0911) in the amount of \$440, to the Mowing project (NC1505) in the amount of \$4,560 and \$5,804 to the Centennial project (NC1506), by transferring \$10,000 from the Fire Station 3 Improvements project (GP1210) to the Fire Station 6 project (GP1211) and that the Visitor's Enhancement Fund be amended by appropriating \$30,000 from the Visitor's Enhancement Fund balance for fencing for Parks and Recreation.

Section II. That the Water project Funds be amended by transferring funds from the Water Fund in the amount of \$576,056 to the Water Line Improvements project (WA1507) and to the Water Pump Station Improvements project (WA1506) in the amount of \$125,030 and that the Sewer Project Fund be amended by transferring funds from the Sewer Fund in the amount of \$237,755 to the Sewer Pump Station Improvements project (SW1509) and by transferring \$250,000 to the Sewer Line Improvements project (SW1508).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b>Property Acquisition (GP1223)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	47,670	(46,170)	1,500
311-0000-368-2101 Premium From Bond Sale	5,141	(2,330)	2,811
<b>Totals:</b>	<b>52,811</b>	<b>(48,500)</b>	<b>4,311</b>
<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	2,811	0	2,811
311-0000-601-9001 Land	50,000	(48,500)	1,500
<b>Totals:</b>	<b>52,811</b>	<b>(48,500)</b>	<b>4,311</b>

**Fund 311: General Project Fund**

**Land Acquisitions (GP1515)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1047 2014A GO Bonds	105,965	(51,500)	54,465
311-0000-368-2101 Premium From Bond Sale	11,096	0	11,096
<b>Totals:</b>	<b>117,061</b>	<b>(51,500)</b>	<b>65,561</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	1,442	0	1,442
311-0000-601-9001 Land	115,619	(51,500)	64,119
<b>Totals:</b>	<b>117,061</b>	<b>(51,500)</b>	<b>65,561</b>

**Fund 311: General Project Fund**

**Library Improvements (GP1400)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1046 2013B GO Pub Imp	165,000	0	165,000
311-0000-368-1041 Series 2012C GO Pub Imp	0	48,500	48,500
311-0000-368-1047 2014A GO Bonds	0	51,500	51,500
311-0000-368-2101 Premium From Bond Sale	0	10,133	10,133
<b>Totals:</b>	<b>165,000</b>	<b>110,133</b>	<b>275,133</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	165,000	0	165,000
311-0000-601-4041 Bond Sale Expense	0	1,941	1,941
311-0000-601-9003 Improvements	0	108,192	108,192
<b>Totals:</b>	<b>165,000</b>	<b>110,133</b>	<b>275,133</b>

**Fund 311: General Project Fund**

**Sidewalk Improvements (GP1520)**

<b>Revenues:</b>	\$	\$	\$
311-0000-364-2000 From Corporations	0	8,200	8,200
311-0000-368-1047 2014 A GO Bonds	164,970	0	164,970
311-0000-368-2101 Premium From Bond Sale	17,275	0	17,275
<b>Totals:</b>	<b>182,245</b>	<b>8,200</b>	<b>190,445</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	5,000	0	5,000
311-0000-601-4041 Bond Sale Expense	2,245	0	2,245
311-0000-601-9003 Improvements	175,000	8,200	183,200
<b>Totals:</b>	<b>182,245</b>	<b>8,200</b>	<b>190,445</b>

**Fund 311: General Project Fund**  
**Rock Springs Rd Improve PH2 (GP1304)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1035 2009 A GO Pub Imp	660,773	0	660,773
311-0000-368-1037 Series 2009D BABS GO	39,952	0	39,952
311-0000-368-1040 Series 2011 GO Pub Imp	852,691	(106,288)	746,403
311-0000-391-3300 Eastman Annex Fund	10,048	(10,046)	2
<b>Totals:</b>	<b>1,563,464</b>	<b>(116,334)</b>	<b>1,447,130</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,450,894	(92,648)	1,358,246
311-0000-601-2023 Arch/Eng/Landscaping	112,570	(23,686)	88,884
<b>Totals:</b>	<b>1,563,464</b>	<b>(116,334)</b>	<b>1,447,130</b>

**Fund 311: General Project Fund**  
**Jackson Elementary Safe Routes (GP1104)**

<b>Revenues:</b>	\$	\$	\$
311-0000-331-3700 Dept of Transportation	170,304	0	170,304
311-0000-368-1040 Series 2011 GO Pub Imp	0	106,288	106,288
311-0000-391-3300 Eastman Annex Fund	0	10,046	10,046
<b>Totals:</b>	<b>170,304</b>	<b>116,334</b>	<b>286,638</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	21,500	0	21,500
311-0000-601-2023 Arch/Eng/Landscaping	39,324	0	39,324
311-0000-601-9001 Land	23,980	0	23,980
311-0000-601-9003 Improvements	85,500	116,334	201,834
<b>Totals:</b>	<b>170,304</b>	<b>116,334</b>	<b>286,638</b>

**Fund 311: General Project Fund**  
**Cleek Road Phase 2 (GP1300)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	315,195	0	315,195
311-0000-368-1040 Series 2011 GO Pub Imp	2,670,000	(20,000)	2,650,000
<b>Totals:</b>	<b>2,985,195</b>	<b>(20,000)</b>	<b>2,965,195</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2020 Professional Consultant	88	0	88
311-0000-601-2023 Arch/Eng/Landscaping	177,953	0	177,953
311-0000-601-9001 Land	7,736	0	7,736
311-0000-601-9003 Improvements	2,799,418	(20,000)	2,779,418
<b>Totals:</b>	<b>2,985,195</b>	<b>(20,000)</b>	<b>2,965,195</b>

**Fund 311: General Project Fund  
Greenbelt-East Ext. PH I (GP1529)**

<b>Revenues:</b>	\$	\$	\$	
311-0000-368-1040 Series 2011 GO Pub Imp		0	20,000	20,000
<b>Totals:</b>		<b>0</b>	<b>20,000</b>	<b>20,000</b>

<b>Expenditures:</b>	\$	\$	\$	
311-0000-601-9003 Improvements		0	20,000	20,000
<b>Totals:</b>		<b>0</b>	<b>20,000</b>	<b>20,000</b>

**Fund 311: General Project Fund  
Riverwalk (GP0913)**

<b>Revenues:</b>	\$	\$	\$
311-0000-331-3200 Fed. Rev. ARC	250,000	(74,844)	175,156
311-0000-368-1035 2009 A GO Pub Imp	605,132	0	605,132
311-0000-368-1037 Series 2009D BABS GO	910,212	(44,275)	865,937
311-0000-368-2101 Premium From Bond Sale	7,849	0	7,849
<b>Totals:</b>	<b>1,773,193</b>	<b>(119,119)</b>	<b>1,654,074</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2020 Professional Consultant	4,000	0	21,500
311-0000-601-2022 Construction Contracts	655,396	(66,000)	589,396
311-0000-601-2023 Arch/Eng/Landscaping	98,404	(53,119)	610,896
311-0000-601-3020 Operating Supplies & Tools	4,054	0	4,054
311-0000-601-4041 Bond Sale Expense	23,193	0	23,193
311-0000-601-9001 Land	988,146	0	988,146
<b>Totals:</b>	<b>1,773,193</b>	<b>(119,119)</b>	<b>2,237,185</b>

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

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1035 2009 A GO Pub Imp	40,000	0	40,000
311-0000-368-1041 Series 2012C GO Pub Imp	28,447	0	28,447
311-0000-368-1046 Series 2013B GO Pub Imp	500,000	(36,479)	463,521
311-0000-368-2101 Premium From Bond Sale	3,427	0	3,427
<b>Totals:</b>	<b>571,874</b>	<b>(36,479)</b>	<b>535,395</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	10,000	(5,428)	4,572
311-0000-601-2023 Arch/Eng/Landscaping	86,400	(30,104)	56,296
311-0000-601-9001 Land	1,874	5,881	7,755
311-0000-601-9003 Improvements	473,600	(6,828)	466,772
<b>Totals:</b>	<b>571,874</b>	<b>(36,479)</b>	<b>535,395</b>

**Fund 311: General Project Fund  
Farmers Mkt. Phase II (GP1212)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 2009 D (BABS) GO	0	44,275	44,275
311-0000-368-1040 Series 2011 GO Pub Imp	764,602	0	764,602
311-0000-368-1046 Series 2013B GO Pub Imp	0	36,479	36,479
311-0000-368-2101 Premium From Bond Sale	9,276	0	9,276
<b>Totals:</b>	<b>773,878</b>	<b>80,754</b>	<b>854,632</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	34,399	34,399
311-0000-601-4041 Bond Sale Expense	15,878	0	15,878
311-0000-601-9003 Improvements	758,000	46,355	804,355
<b>Totals:</b>	<b>773,878</b>	<b>80,754</b>	<b>854,632</b>

**Fund 111: General Project-Special Rev. Fund  
Mowing Project (NC0911)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	10,000	440	10,440
<b>Totals:</b>	<b>10,000</b>	<b>440</b>	<b>10,440</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2022 Construction Contracts	10,000	440	10,440
<b>Totals:</b>	<b>10,000</b>	<b>440</b>	<b>10,440</b>

**Fund 111: General Project-Special Rev. Fund  
Mowing Project (NC1505)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	0	4,560	4,560
<b>Totals:</b>	<b>0</b>	<b>4,560</b>	<b>4,560</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2022 Construction Contracts	0	4,560	4,560
<b>Totals:</b>	<b>0</b>	<b>4,560</b>	<b>4,560</b>

**Fund 111: General Project-Special Rev. Fund  
Centennial Project (NC1506)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	0	5,804	5,804
<b>Totals:</b>	<b>0</b>	<b>5,804</b>	<b>5,804</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-3010 Office Supplies	0	5,804	5,804
<b>Totals:</b>	<b>0</b>	<b>5,804</b>	<b>5,804</b>

**Fund 110: General Fund**

**Expenditures:**

	\$	\$	\$
110-4810-481-9006 Purchases Over \$5,000	10,804	(10,804)	0
110-4804-481-7035 To General Proj-Special Rev	606,761	10,804	617,565
<b>Totals:</b>	<b>617,565</b>	<b>0</b>	<b>617,565</b>

**Fund 135: Visitor's Enhancement Fund**

**Revenue:**

135-0000-392-0100 Fund Balance Appropriation	41,057	30,000	71,057
<b>Totals:</b>	<b>41,057</b>	<b>30,000</b>	<b>71,057</b>

**Expenditures:**

	\$	\$	\$
135-1015-405-9006 Purchases Over \$5,000	4,730	30,000	34,730
<b>Totals:</b>	<b>4,730</b>	<b>30,000</b>	<b>34,730</b>

**Fund 311: General Project Fund**

**Fire Station 3 Improvements (GP1210)**

**Revenues:**

	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	396,955	(10,000)	386,955
311-0000-368-2101 Premium From Bond Sale	6,119	0	6,119
<b>Totals:</b>	<b>403,074</b>	<b>(10,000)</b>	<b>393,074</b>

**Expenditures:**

	\$	\$	\$
311-0000-601-2010 Advertising & Publication	166	0	166
311-0000-601-4041 Bond Sale Expense	10,474	0	10,474
311-0000-601-9003 Improvements	392,434	(10,000)	382,434
<b>Totals:</b>	<b>403,074</b>	<b>(10,000)</b>	<b>393,074</b>

**Fund 311: General Project Fund**

**Fire Station 6 Improvements (GP1211)**

**Revenues:**

	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	100,002	0	100,002
311-0000-368-1040 Series 2011 GO Pub Imp	208,271	10,000	218,271
311-0000-368-2101 Premium From Bond Sale	1,224	0	1,224
<b>Totals:</b>	<b>309,497</b>	<b>10,000</b>	<b>319,497</b>

<b><u>Expenditures:</u></b>	\$	\$	\$	
311-0000-601-4041 Bond Sale Expense		2,095	0	2,095
311-0000-601-9003 Improvements		307,402	10,000	317,402
<b>Totals:</b>		<b>309,497</b>	<b>10,000</b>	<b>319,497</b>

**Fund 411: Water Fund**

<b><u>Expenditures:</u></b>	\$	\$	\$	
411-5003-501-4035 Repair/Maint Pump Stations		125,030	(125,030)	0
411-5004-501-9021 New Water Dist. Lines WA01		15,000	(15,000)	0
411-5004-501-9022 Hydrants WA02		40,000	(40,000)	0
411-5004-501-9023 New Meters WA03		100,488	(100,488)	0
411-5004-501-9024 Replacement Meters WA04		50,000	(50,000)	0
411-5004-501-9025 Replace Dist Lines WA05		370,568	(370,568)	0
411-6996-696-7601 To Water Project Fund		0	701,086	701,086
<b>Totals:</b>		<b>761,451</b>	<b>0</b>	<b>701,086</b>

**Fund 411: Water Project Fund**  
**Water Line Improvements (WA1507)**

<b><u>Revenues:</u></b>	\$	\$	\$	
451-0000-391-4500 From Water Fund		0	576,056	576,056
<b>Totals:</b>		<b>0</b>	<b>576,056</b>	<b>576,056</b>

<b><u>Expenditures</u></b>	\$	\$	\$	
451-0000-605-9021 New Water Dist. Lines WA01		0	15,000	15,000
451-0000-605-9022 Hydrants WA02		0	40,000	40,000
451-0000-605-9023 New Meters WA03		0	100,488	100,488
451-0000-605-9024 Replacement Meters WA04		0	50,000	50,000
451-0000-605-9025 Replace Dist Lines WA05		0	370,568	370,568
<b>Totals:</b>		<b>0</b>	<b>576,056</b>	<b>576,056</b>

**Fund 411: Water Project Fund**  
**Water Pump Station Improvements (WA1506)**

<b><u>Revenues:</u></b>	\$	\$	\$	
451-0000-391-4500 From Water Fund		0	125,030	125,030
<b>Totals:</b>		<b>0</b>	<b>125,030</b>	<b>125,030</b>

<b><u>Expenditures</u></b>	\$	\$	\$	
451-0000-605-9019 Pump Stations		0	125,030	125,030
<b>Totals:</b>		<b>0</b>	<b>125,030</b>	<b>125,030</b>

**Fund 412: Sewer Project Fund**  
**Sewer Pump Station Improvements (SW1509)**

<b>Revenues:</b>	\$	\$	\$
451-0000-391-4500 From Water Fund	0	237,755	237,755
<b>Totals:</b>	<b>0</b>	<b>237,755</b>	<b>237,755</b>

<b>Expenditures</b>	\$	\$	\$
451-0000-605-9019 Pump Stations	0	237,755	237,755
<b>Totals:</b>	<b>0</b>	<b>237,755</b>	<b>237,755</b>

**Fund 412: Sewer Fund**

<b>Expenditures:</b>	\$	\$	\$
412-5004-501-9026 Sewer Ext. SW01	30,000	(30,000)	0
412-5004-501-9027 Sewer Taps SW02	20,000	(20,000)	0
412-5004-501-9028 Sewer Repairs SW03	200,000	(200,000)	0
412-5003-501-3045 Repairs/Maint. Pump Stations	237,755	(237,755)	0
412-6996-696-7602 To Sewer Project Fund	920,000	487,755	1,407,755
<b>Totals:</b>	<b>1,407,755</b>	<b>0</b>	<b>1,407,755</b>

**Fund 412: Sewer Project Fund  
Sewer Line Improvements (SW1508)**

<b>Revenues:</b>	\$	\$	\$
451-0000-391-4500 From Water Fund	0	250,000	250,000
<b>Totals:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

<b>Expenditures</b>	\$	\$	\$
412-5004-501-9026 Sewer Ext. SW01	0	30,000	30,000
412-5004-501-9027 Sewer Taps SW02	0	20,000	20,000
412-5004-501-9028 Sewer Repairs SW03	0	200,000	200,000
<b>Totals:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

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

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

**Bid for the Purchase of Seven (7) Police Pursuit Package Sedans to Auto World of Big Stone Gap, Inc.**

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

Action Form No.: AF-25-2015  
Work Session: February 2, 2015  
First Reading: N/A  
Final Adoption: February 3, 2015  
Staff Work By: Committee  
Presentation By: C. McCartt, S. Hightower

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
Bids were opened on January 6, 2015 for the purchase of seven police pursuit package sedans for use by the Police Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 7, 2014 and placed on our website for 31 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap, Inc. for seven each 2015 Dodge Chargers in the amount of \$190,298.43.

A lower dollar amount bid was received but is not being recommended for reasons outlined in the recommendation memo.

These vehicles are Fleet replacements.

Funding is identified in Account # 51150085019010

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

Funding source appropriate and funds are available. 

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF SEVEN POLICE PURSUIT PACKAGE SEDANS TO AUTO WORLD OF BIG STONE GAP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened January 6, 2015 for the purchase of seven (7) police pursuit package sedans for use by the Police Department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase seven (7) 2015 Dodge Charger police pursuit package sedans from Auto World of Big Stone Gap, Inc., at a total purchase cost of \$190,298.43; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of seven (7) 2015 Dodge Charger police pursuit package sedans, at a total purchase cost of \$190,298.43, is awarded to Auto World of Big Stone Gap, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
January 6, 2015  
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

POLICE PURSUIT PACKAGE SEDANS			
Vendor:	Qty.:	Unit Cost:	Make/Model:
Empire Ford	7	\$27,494.00	2015 Ford Police Interceptor. Markovers present and initialed. Subject to model year availability.
CDJR of Columbia	7	\$26,889.00	Dodge Charger
Auto World of Big Stone Gap	7	\$27,185.49	2015 Dodge Charger

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

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

Courtesy Chevrolet  
Fairway Ford  
Toyota of Kingsport  
Phil Bachman Toyota  
Empire Ford  
Alexander Automotive Family  
Ramey Ford  
Bill Gatton Chevrolet  
Goodpasture Motor Co.  
Golden Circle Ford Lincoln Mercury  
Wilson County Motor Co.  
Gossett Motor Cars, Inc.

Auto World of Big Stone Gap  
Champion Chevrolet  
Grindstaff Ford  
Royston of Rogersville  
Carl Gregory Dodge  
CDJR of Columbia  
Lance Cunningham Ford  
Tri-Cities Dodge  
Gateway Ford  
Wallace Nissan Mitsubishi  
Cardinal Chrysler Jeep Dodge  
Honda of Kingsport



**FLEET MAINTENANCE DIVISION**

**City of Kingsport, Tennessee**

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** David Quillin, Police Chief  
 Steve Hightower, Fleet Manager  
 John Blessing, Sergeant, Quartermaster  
**Date:** January 15, 2015  
**Re:** Marked Police Sedan Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Police Department.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	7	2015 Dodge Charger	Auto World of Big Stone	16 City/ 24 Hwy

**Compliant Bidder**

The low, non compliant bid offering of CDJR of Columbia was \$296.49 dollars less per unit than the compliant offering of Auto World; however, the estimated parts cost of the non compliant items would be \$435 per unit. Labor cost to install the light wiring, lighting and mat, with subcomponents, is estimated at \$385 per unit. The total cost to bring CDJR unit into specification compliance would be approximately \$820 per unit. CDJR took exception to and clearly stated the below items would not be provided with their police sedans. CDJR is non compliant to the following minimum specification requirements:

1. One piece rubber floor trunk mat not provided to protect trunk floor from operational damages which requires that addition of a trunk board underlayment.
2. Interior dome lights not provided.

The correction of the non compliant items would make CDJR the higher priced offering if accepted and corrected by the City on delivery of the units. This would also result in extending the in service time since the dome interior lights would have to be ordered and installed by City staff prior to use. It is therefore recommended to accept the complaint bid of Auto World of Big Stone.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 90 days and 10 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed.

The bid offerings were reviewed with the Police Department's, John Blessing, who are in agreement with this recommendation. Confirming email of agreement is attached.

**Fuel Economy Improvement**

00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated.

**Trade In(s)**

1. Trade in(s):
  - a. Trade not applicable to this purchase

**Origin/ Dealer Information**

2. New Unit(s) Origin of Manufacture:
  - a. Vehicle – Bramton, Ontario, Canada
    - i. 71 % Domestic/ 29 % Foreign Materials
3. New Unit(s) Purchase Dealer:
  - a. Vehicle – Auto World – Big Stone Gap, VA.

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

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

**From:** Blessing, John  
**Sent:** Monday, January 12, 2015 4:31 PM  
**To:** Hightower, Steve  
**Cc:** Quillin, David; Phipps, Dale  
**Subject:** Vehicle bids

[Steve.](#)

[I spoke with Chief Quillin about the vehicle bids and it is our recommendation that the vehicles should be awarded to Auto World of Big Stone Gap, and agree that the other bids did not meet our specs.](#)

[Thanks](#)

[Sgt. John Blessing](#)  
[Quartermaster](#)



## AGENDA ACTION FORM

### Bid for the Purchase of three (3) Police Street Package Sedans to Auto World of Big Stone Gap, Inc.

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

Action Form No.: AF-26-2015  
 Work Session: February 2, 2015  
 First Reading: N/A

Final Adoption: February 3, 2015  
 Staff Work By: Committee  
 Presentation By: C. McCartt, S. Hightower

#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

Bids were opened on January 6, 2015 for the purchase of three police street package sedans for use by the Police Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 7, 2014 and placed on our website for 31 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap, Inc. for three each 2015 Dodge Chargers in the amount of \$78,877.47.

A lower dollar amount bid was received but is not being recommended for reasons outlined in the recommendation memo.

These vehicles are Fleet replacements.

Funding is identified in Account # 51150085019010

#### **Attachments:**

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

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF THREE POLICE STREET PACKAGE SEDANS TO AUTO WORLD OF BIG STONE GAP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened January 6, 2015 for the purchase of three (3) police street package sedans for use by the Police Department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase three (3) 2015 Dodge Charger police street package sedans from Auto World of Big Stone Gap, Inc., at a total purchase cost of \$78,877.47; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of three (3) 2015 Dodge Charger police street package sedans, at a total purchase cost of \$78,877.47, is awarded to Auto World of Big Stone Gap, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
January 6, 2015  
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

POLICE STREET PACKAGE SEDANS			
Vendor:	Qty.:	Unit Cost:	Make/Model:
Empire Ford	3	\$26,755.00	2015 Ford AWD Police Interceptor. Subject to model year availability.
CDJR of Columbia	3	\$25,726.00	Dodge Charger
Auto World of Big Stone Gap	3	\$26,292.49	2015 Street Dodge Charger

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

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

Courtesy Chevrolet  
Fairway Ford  
Toyota of Kingsport  
Phil Bachman Toyota  
Empire Ford  
Alexander Automotive Family  
Ramey Ford  
Bill Gatton Chevrolet  
Goodpasture Motor Co.  
Golden Circle Ford Lincoln Mercury  
Wilson County Motor Co.  
Gossett Motor Cars, Inc.

Auto World of Big Stone Gap  
Champion Chevrolet  
Grindstaff Ford  
Royston of Rogersville  
Carl Gregory Dodge  
CDJR of Columbia  
Lance Cunningham Ford  
Tri-Cities Dodge  
Gateway Ford  
Wallace Nissan Mitsubishi  
Cardinal Chrysler Jeep Dodge  
Honda of Kingsport



**FLEET MAINTENANCE DIVISION**  
**City of Kingsport, Tennessee**

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** David Quillin, Police Chief  
 Steve Hightower, Fleet Manager  
 John Blessing, Sergeant, Quartermaster  
**Date:** January 15, 2015  
**Re:** Police Street Package Sedan Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Police Department.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	3	2015 Dodge Charger	Auto World of Big Stone	16 City/ 24 Hwy

**Compliant Bidder**

The low, non compliant bid offering of CDJR of Columbia was \$566 dollars less per unit than the compliant offering of Auto World; however, the estimated parts cost of the non compliant items would be \$435 per unit. Labor cost to install the light wiring, lighting and mat, with subcomponents, is estimated at \$385 per unit. The total cost to bring CDJR unit into specification compliance would be approximately \$820 per unit. CDJR took exception to and clearly stated the below items would not be provided with their police street package sedans. CDJR is non compliant to the following minimum specification requirements:

1. One piece rubber floor trunk mat not provided to protect trunk floor from operational damages which requires that addition of a trunk board underlayment.
2. Interior dome lights not provided.

The correction of the non compliant items would make CDJR the higher priced offering if accepted and corrected by the City on delivery of the units. This would also result in extending the in service time since the dome interior lights would have to be ordered and installed by City staff prior to use. It is therefore recommended to accept the complaint bid of Auto World of Big Stone.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 90 days and 10 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed.

The bid offerings were reviewed with the Police Department's, John Blessing, who are in agreement with this recommendation. Confirming email of agreement is attached.

**Fuel Economy Improvement**

00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated.

**Trade In(s)**

1. Trade in(s):
  - a. Trade not applicable to this purchase

**Origin/ Dealer Information**

2. New Unit(s) Origin of Manufacture:
  - a. Vehicle – Bramton, Ontario, Canada
    - i. 71 % Domestic/ 29 % Foreign Materials
3. New Unit(s) Purchase Dealer:
  - a. Vehicle – Auto World – Big Stone Gap, VA.

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

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

**From:** Blessing, John  
**Sent:** Monday, January 12, 2015 4:31 PM  
**To:** Hightower, Steve  
**Cc:** Quillin, David; Phipps, Dale  
**Subject:** Vehicle bids

[Steve.](#)

[I spoke with Chief Quillin about the vehicle bids and it is our recommendation that the vehicles should be awarded to Auto World of Big Stone Gap, and agree that the other bids did not meet our specs.](#)

[Thanks](#)

[Sgt. John Blessing](#)  
[Quartermaster](#)



**AGENDA ACTION FORM**

**Bid for the Purchase of Two (2) Cab/Chassis with Rear Loader Refuse Trucks to Worldwide Equipment, Inc.**

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

Action Form No.: AF-30-2015  
 Work Session: February 2, 2015  
 First Reading: N/A  
 Final Adoption: February 3, 2015  
 Staff Work By: Committee  
 Presentation By: McCart/McReynolds/Hightower

**Recommendation:**  
 Approve the resolution.

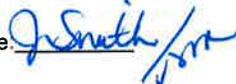
**Executive Summary:**  
 Bids were opened on January 14, 2015 for the purchase of two Cab/Chassis with Rear Loader Refuse Trucks for use by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 21, 2014 and placed on our website for 25 calendar days. It is the recommendation of the committee to accept the apparent low compliant bid from Worldwide Equipment, Inc. for two each 2016 Hino 195COE with New Way Body as follows:

	\$91,709.00	Unit Price (Each)
Less	<u>\$9,000.00</u>	Trade-In allowance for Equipment # 1617
	\$174,418.00	Total Price (Both Units)

One unit is a Fleet replacement and one unit is a Fleet addition.

Funding is identified in Account # 51150085019010 & Project DL1501 Account # 45500006019006

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

Funding source appropriate and funds are available 

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO CAB/CHASSIS WITH REAR LOADER REFUSE TRUCKS TO WORLDWIDE EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened January 14, 2015 for the purchase of two (2) cab/chassis with rear loader refuse trucks for use by the Public Works Department; and

WHEREAS, the city will receive \$9,000.00 for a trade-in allowance for vehicle #1617; and

WHEREAS, upon review of the bids, the board finds Worldwide Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2016 Hino 95COE with New Way Body Cab/Chassis with Rear Loader Refuse Trucks from Worldwide Equipment, Inc., at a total purchase cost of \$174,418.00, which includes the deduction of the \$9,000.00 trade-in allowance; and

WHEREAS, funding is identified in Account # 51150085019010 and Project DL1501 Account # 45500006019006.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2016 Hino 95COE with New Way Body Cab/Chassis with Rear Loader Refuse Trucks at a total purchase cost of \$174,418.00, which includes the deduction of the \$9,000.00 trade-in allowance, is awarded to Worldwide Equipment, Inc., and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

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

MINUTES  
 BID OPENING  
 January 14 2015  
 4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

<b>CAB/CHASSIS WITH REAR LOADER</b>					
Vendor:	Qty.:	Unit Cost:	Trade-In #1617:	Delivery Time:	Make/Model
Worldwide Equipment	2	\$92,688.00	\$1,000.00	210-240 Days	2016 Hino 195COE with Wayne Body
Worldwide Equipment	2	\$88,799.00	\$900.00	210-240 Days	2016 Hino 195COE with Heil Body
Worldwide Equipment	2	\$97,562.00	\$900.00	210-240 Days	2016 Hino 195COE with Pacmore Body
Worldwide Equipment	2	\$91,709.00	\$9,000.00	210-240 Days	2016 Hino 195COE with New Way Body
Smoky Mountain Truck Center	2	\$98,560.00	\$900.00	240-260 Days	2015 or 2016 Isuzu NRR with Pacmore RSB106
Smoky Mountain Truck Center	2	\$93,686.00	\$1,000.00	240-260 Days	2015 or 2016 Isuzu NRR with Wayne Quantum 6 YD
Smoky Mountain Truck Center	2	\$92,707.00	\$9,000.00	210-250 Days	2015 or 2016 Isuzu NRR with New Way Diamond Back 6RL
Smoky Mountain Truck Center	2	\$89,797.00	\$900.00	150-180 Days	2015 or 2016 Isuzu NRR with Pacmore RL6

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



**FLEET MAINTENANCE DIVISION**  
**City of Kingsport, Tennessee**

# Memo

**To:** Brent Morelock, Assistant Procurement Manager

**From:** Truck Committee: Ronnie Hammonds, Streets and Sanitation Manager  
 Steve Hightower, Fleet Manager  
 Rodney Deel, Solid Waste Supervisor

**Date:** January 21, 2015

**Re:** Cab Chassis with Rear Loader Refuse Truck Purchase Recommendation

It is the Truck Committee's recommendation to accept the Hino Chassis, with New Way Body, offering of Worldwide Equipment Inc. and accept the trade in offering of \$9,000. Ronnie Hammonds has provided a memo of explanation, which is attached.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2016 Hino 195COE with New Way	Worldwide Equipment Inc.	6 MPG

Low Compliant Bidder

Fuel Economy Improvement and Trade In Information 0%

The units have similar fuel economy ratings to the current fleet unit so there will be no fuel economy improvements.

One (1) unit is a Fleet Replacement and one (1) unit is a new addition to the fleet to cover increased service requirements.

Fleet Unit: 1617 - 2004 Mitsubishi/ New Way Refuse Truck – Age: 11 Years 5.8 MPG  
 Trade Offering: \$9,000

Origin Information

1. New Unit Origin of Manufacture:
  - a. Cab/ Chassis Mfg.– Japan
    - i. 0% Domestic/ 100% Foreign Materials
  - b. Body Manufacture – Scranton, Io.
    - i. 95% Domestic/ 5% Foreign Materials
  
2. New Unit Purchase Dealer:
  - a. Cab/ Chassis/ Body – World Wide Equipment – Abingdon, VA
  - b. Body Dealership – Municipal Equipment - Louisville, KY

## Delivery Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 210 -240 days and 10 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed.

Should you have any questions about this recommendation, please do not hesitate to contact us. Thank you.



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

MEMORANDUM

January 20, 2015

TO: Steve Hightower, Fleet Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Award of Bid for Rear Loading Garbage and Recycling Truck

---

After looking over the bids Rodney Deel and I feel that the lowest compliant bid which best meets the interests of the City of Kingsport is the bid from World Wide Equipment for a 2016 Hino 195COE with New Way Body.



**AGENDA ACTION FORM**

**Bid for the Purchase of Two (2) Automated Recycling Trucks to Worldwide Equipment, Inc.**

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

Action Form No.: AF-31-2015  
 Work Session: February 2, 2015  
 First Reading: N/A  
 Final Adoption: February 3, 2015  
 Staff Work By: Committee  
 Presentation By: McCart/McReynolds/Hightower

**Recommendation:**  
 Approve the resolution.

**Executive Summary:**  
 Bids were opened on January 7, 2015 for the purchase of two Automated Recycling Trucks for use by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 10, 2014 and placed on our website for 29 calendar days. It is the recommendation of the committee to accept the low compliant bid from Worldwide Equipment, Inc. for two each 2015 Mack LEU613 with New Way Sidewinder as follows:

	\$255,287.00	Unit Price (Each)
Less	\$10,000.00	Trade-In allowance for Equipment # 1765
Less	\$8,000.00	Trade-In allowance for Equipment # 1766
	\$492,574.00	Total Price (Both Units)

Lower dollar amount bids were received but are not being recommended for reasons outlined in the recommendation memo.

These units are Fleet replacements.

Funding is identified in Account # 51150085019010

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

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO AUTOMATED RECYCLING TRUCKS TO WORLDWIDE EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened January 7, 2015 for the purchase of two (2) automated recycling trucks for use by the Public Works Department; and

WHEREAS, the city will receive \$10,000.00 for a trade-in allowance for vehicle #1765 and a \$8,000.00 trade-in allowance for vehicle #1766; and

WHEREAS, upon review of the bids, the board finds Worldwide Equipment, Inc. is the best responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2015 Mack LEU613 with New Way Sidewinder automated recycling trucks from Worldwide Equipment, Inc., at a total purchase cost of \$492,574.00, which includes the deduction of the \$18,000.00 trade-in allowance; and

WHEREAS, funding is identified in Account # 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2015 Mack LEU613 with New Way Sidewinder automated recycling trucks at a total purchase cost of \$492,574.00, which includes the deduction of the \$18,000.00 trade-in allowance, is awarded to Worldwide Equipment, Inc., and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

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

MINUTES  
 BID OPENING  
 January 7, 2015  
 4:00 P.M.

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

The Bid Opening was held in the Council Room, City Hall. The Assistant Procurement Manager opened with the following bids:

AUTOMATED REFUSE RECYCLING TRUCK						
Vendor:	Qty.:	Unit Cost:	Trade In #1765:	Trade In #1766:	Delivery Time:	Make/Model:
Good Pasture Motor Co.	2	\$249,500.00	\$10,000.00	\$8,000.00	250-300 Business Days	2015 International Workstar 7600 with Setback Axle 6X4
Smoky Mtn. Truck Center	2	\$278,100.00	\$3,300.00	\$3,300.00	220-260 Business Days	Autocar ACX64 with McNeilus 3148ZR
Smoky Mtn. Truck Center	2	\$271,000.00	\$3,300.00	\$3,300.00	180-210 Business Days	Autocar ACX64 with Heil Durapack Python
Smoky Mtn. Truck Center	2	\$261,000.00	\$5,000.00	\$5,000.00	210-250 Business Days	Autocar ACX64 with Bridgeport Ranger 32CY
Smoky Mtn. Truck Center	2	\$275,500.00	\$10,000.00	\$8,000.00	210-250 Business Days	Autocar ACX64 with Newway 31CY Sidewinder
Smoky Mtn. Truck Center	2	\$282,900.00	\$10,000.00	\$8,000.00	210-250 Business Days	Autocar ACX64 with Labrie 31 CUYD
Worldwide Equipment	2	\$262,647.00	\$10,000.00	\$8,000.00	150 Business Days	2015 Mack LEU613 with Labrie ASL Body
Worldwide Equipment	2	\$239,947.00	\$5,000.00	\$5,000.00	120 Business Days	2015 Mack LEU613 with Bridgeport ASL Body
Worldwide Equipment	2	\$250,540.00	\$3,300.00	\$3,300.00	120 Business Days	2015 Mack LEU613 with Heil ASL Body
Worldwide Equipment	2	\$255,287.00	\$10,000.00	\$8,000.00	120 Business Days	2015 Mack LEU613 with Newway Sidewinder ASL
Worldwide Equipment	2	\$257,816.00	*\$11,500.00	*11,500.00	120 Business Days	2015 Mack LEU613 with McNeilus ASL Body

\*Note: Terms from McNeilus

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

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

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



**FLEET MAINTENANCE DIVISION**  
**City of Kingsport, Tennessee**

# Memo

**To:** Brent Morelock, Assistant Procurement Manager

**From:** Truck Committee: Ronnie Hammonds, Streets and Sanitation Manager  
 Steve Hightower, Fleet Manager  
 Rodney Deel, Solid Waste Supervisor

**Date:** January 21, 2015

**Re:** Automated Recycling Truck Purchase Recommendation

It is the Truck Committee's recommendation to accept the MACK Chassis, with New Way Body, offering of Worldwide Equipment Inc. and accept the trade in offering of \$18,000. Ronnie Hammonds has provided a memo of explanation, which is attached.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2015 Mack LEU613 with New Way	Worldwide Equipment Inc.	5 MPG

Compliant Bidder

Fuel Economy Improvement and Trade In Information 115%

The units being replaced have similar fuel economy rating however; there will be slight improvements in fuel consumption.

Two (2) units are Fleet Replacements:

Fleet Units:	1765 - 2007 Autocar/ Labrie Recycling Truck – Age: 8 Years	2.41 MPG
	Trade Offering: \$10,000	
	1766 - 2007 Autocar/ Labrie Recycling Truck – Age: 8 Years	2.32 MPG
	Trade Offering \$8,000	

Origin Information

1. New Unit Origin of Manufacture:

- a. Cab/ Chassis Mfg.– Macungie, PA
  - i. 95% Domestic/ 5% Foreign Materials
- b. Body Manufacture – Scranton, Io.
  - i. 90% Domestic/ 10% Foreign Materials

2. New Unit Purchase Dealer:

- a. Cab/ Chassis/ Body – World Wide Equipment – Abingdon, VA
- b. Body Dealership – Municipal Equipment - Louisville, KY

## Delivery Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 120 days and 15 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed.

Should you have any questions about this recommendation, please do not hesitate to contact us. Thank you.



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

MEMORANDUM

January 20, 2015

TO: Steve Hightower, Fleet Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Award of Bid for Automated Side-loading Garbage Truck

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After looking over the bid documents for the automated side-loading garbage/recycling truck Rodney Deel and I feel that the low, compliant bid which best meets the interests of the City of Kingsport is the bid from Worldwide Equipment for the 2015 Mack LEU 613 with New Way body.

**The bid from World Wide Equipment for the 2015 Mack LEU 613 with Bridgeport Body was in our opinion a non compliant bid due to the following reasons:**

**Bid Line Number 17.3-** *Hopper Capacity shall be a minimum of 6.5 C.Y.'s*

This unit has a 3.4 C.Y. capacity. This means that fewer carts can be emptied into the truck before compaction. This would reduce efficiency and increase time on the route.

**Bid Line Number 19.7-** *Hydraulic system shall be composed of two (2) vane pumps with common suction port.*

This unit comes with a single pump. This would reduce efficiency and slow hydraulic functions

**Bid Line Number 19.18-** *All hoses, lines & cylinders shall have a three (3) year warranty.*

Manufacturer warranty provided one year on most items. Hydraulic cylinders warranted for an additional year not to include shipping and handling.

**Bid Line Number 21.2-** *Single body raise cylinder attached to front of body specified*

Dual cylinders attached to mid point of body provided.

**Bid Line Number 21.3-** *Single body raise cylinder mounted to front of body and directly to chassis specified.*

Dual cylinder units are not front mounted. They are mounted rear and to side of truck.

Also documentation provided in the bid documents show that CMI was to provide a 22 yd. body to World Wide equipment. Clarification was asked for from World Wide Equipment and they responded in an e-mail to Steve Hightower that the documentation did indeed specify a 22 yd. body.

**The bid from Goodpasture was deemed to be non compliant due to the fact they bid a conventional cab rather than the cab over that was specified.**



**AGENDA ACTION FORM**

**Agreement with TDOT Related to Safe Routes to School (Andrew Jackson Elementary) Amendment 4**

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

Action Form No.: AF-28-2015  
 Work Session: February 2, 2015  
 First Reading: NA

Final Adoption: February 3, 2015  
 Staff Work By: Michael Thompson  
 Presentation By: Ryan McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Due to time delays for the environmental, design, and right-of-way acquisition process for the Andrew Jackson Elementary School Safe Routes to School project, we are requesting a time extension be approved. The current Agreement has a completion date of April 5, 2015; however Amendment Number 4 creates a six (6) month extension, extending the completion date of the project to on or before October 5, 2015.

TDOT has concurred to award the project to Thomas Construction Company, Inc. After approval of this amendment we will proceed with construction documents.

**Attachments:**

1. Resolution
2. Amendment Number 4 (2 pages)

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING AMENDMENT NUMBER 4 TO THE SAFE ROUTES TO SCHOOL CONTRACT NO. 100189 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION EXTENDING THE COMPLETION DEADLINE AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in October, 2010, the board approved a resolution authorizing the mayor to sign an agreement with the State of Tennessee Department of Transportation for implementation of the Safe Routes to School Program for Jackson Elementary School; and

WHEREAS, since that time, construction has recently begun and the original deadline for completion needs to be extended and Amendment 4 to the Safe Routes to School Project will extend the completion date of the project to October 5, 2015;

Now therefore,

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

SECTION I. That Amendment Number 4 to Agreement Number 100189 with the State of Tennessee Department of Transportation for implementation of the Safe Routes to School Program for Jackson Elementary School extending the completion date to October 5, 2015, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to Agreement Number 100189 of the State of Tennessee Department of Transportation for implementation of the Safe Routes to School Program for Jackson Elementary School and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

	Amendment Changing a Specific Paragraph(s)
Amendment Number:	4
Agreement Number:	100189
Project Identification Number:	114393.00
Federal Project Number:	SRTS-9108(39)
State Project Number:	82LPLM-F3-035

**FOR IMPLEMENTATION OF SAFE ROUTES TO SCHOOL PROGRAM**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and City of Kingsport (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

**Andrew Jackson Elementary School**

1. The language of Agreement #100189 dated October 6, 2010, section B.2(a) is hereby deleted in its entirety and replaced with the following:

Approved:

Version 1

**"B.2 Completion Date:**

The Agency agrees to complete the herein assigned phases of the Project on or before October 5, 2015. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."

**All provisions of the original contact not expressly amended hereby shall remain in full force and effect.**

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**Amendment Number: 4**  
**Agreement Number: 100189**  
**Project Identification Number: 114393.00**  
**Federal Project Number: SRTS-9108(39)**  
**State Project Number: 82LPLM-F3-035**

**FOR IMPLEMENTATION OF SAFE ROUTES TO SCHOOL PROGRAM**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and City of Kingsport (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

**Andrew Jackson Elementary School**

1. The language of Agreement #100189 dated October 6, 2010, section B.2(a) is hereby deleted in its entirety and replaced with the following:

**"B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before October 5, 2015. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."

Amendment Changing a Specific Paragraph(s)

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF KINGSPORT**

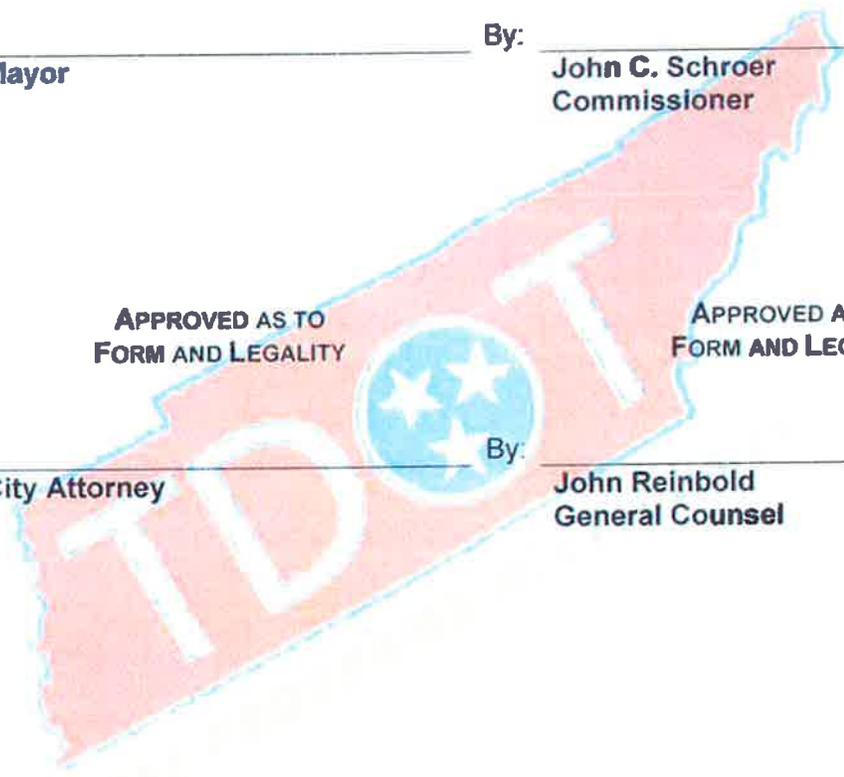
**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor John C. Schroer  
Commissioner

APPROVED AS TO  
FORM AND LEGALITY

APPROVED AS TO  
FORM AND LEGALITY

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Attorney John Reinbold  
General Counsel





AGENDA ACTION FORM

**Intent of the Board Supporting the Efforts of the Governor and the Proposed Insure Tennessee Plan**

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

Action Form No.: AF-34-2015  
Work Session: February 2, 2015  
First Reading: N/A  
Final Adoption: February 3, 2015  
Staff Work By: Mayor Phillips  
Presentation By: Mayor Phillips

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Some of the health care community has requested that the board express its support for Governor Haslam's proposed Insure Tennessee. According to a press release issued by the governor, this is a two year pilot program providing, "health care coverage to Tennesseans who currently do not have access to health insurance or have limited options". The program rewards healthy behaviors, prepares members to transition to private coverage, promotes personal responsibility and incentivizes preventative and routine care, rather than unnecessary use of emergency rooms."

The governor listed five key items that make the program attractive. The program is fiscally sound and sustainable; there are "two new private market choices; the payment and delivery of services is outcomes based; provides incentives for more personal responsibility for health care; and prepares participants for "transition to commercial health coverage."

Attached is the governor's "one-pager" that was issued with the press release. It provides some additional details.

**Attachments:**

- 1. Resolution
- 2. One-pager entitled "Insure Tennessee"

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

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

A RESOLUTION EXPRESSING THE INTENT OF THE BOARD TO  
SUPPORT THE IMPLEMENTATION OF THE INSURE  
TENNESSEE PROGRAM PROPOSED BY GOVERNOR BILL  
HASLAM

WHEREAS, Governor Bill Haslam has proposed implementation of a program called Insure Tennessee, rather than expand traditional Medicaid; and

WHEREAS, according to the governor, it is a two year pilot program that will provide health care coverage to Tennesseans who currently do not have access to health insurance or have limited options; and

WHEREAS, the program is designed to reward healthy behaviors, prepare members to transition to private coverage; promotes personal responsibility; and incentivizes preventative and routine care, rather than unnecessary use of emergency rooms.

WHEREAS, the governor maintains the program is fiscally sound and sustainable; provides new private market choices; is designed so that the payment and delivery of services is outcomes based; provides incentives for more personal responsibility for health care; and prepares participates for transition to commercial health coverage; and

WHEREAS, the program should bring more than \$1 billion annually in new healthcare revenue to Tennessee, creating the opportunity for additional jobs; and

WHEREAS, the program should reduce hospital costs associated with uncompensated and charity care and provide the opportunity for hospitals to maintain financial viability; and

WHEREAS, the board has been advised that full funding for the program is available from the federal government through 2016; and

WHEREAS, the board has been advised that Tennessee's hospitals have committed to fund the state's portion of the cost for the program in 2017 and beyond, which should result in no new taxes or spending by the state for the program beyond the amount provided by Tennessee's hospitals; and

WHEREAS, the program will be advantageous to and serve the public interest of the city and its citizens.

Now, therefore,

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

SECTION I. That the board expresses its strong support for the implementation of the Insure Tennessee program proposed by Governor Bill Haslam.

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## **Insure Tennessee**

Tennessee Gov. Bill Haslam today unveiled his Insure Tennessee plan, a two year pilot program to provide health care coverage to Tennesseans who currently don't have access to health insurance or have limited options. The program rewards healthy behaviors, prepares members to transition to private coverage, promotes personal responsibility and incentivizes choosing preventative and routine care instead of unnecessary use of emergency rooms.

The governor announced that he plans to call a special session to focus on the proposal after the 109th General Assembly convenes in January.

"We made the decision in Tennessee nearly two years ago not to expand traditional Medicaid," Haslam said. "This is an alternative approach that forges a different path and is a unique Tennessee solution. This plan leverages federal dollars to provide health care coverage to more Tennesseans, to give people a choice in their coverage, and to address the cost of health care, better health outcomes and personal responsibility.

"Our approach is responsible and reasonable, and I truly believe that it can be a catalyst to fundamentally changing health care in Tennessee. It is our hope that this plan opens the door in the future for innovation within our existing Medicaid program. I look forward to working with providers across the state to advance payment reform and with members of the General Assembly to make this plan a reality."

Five key areas of the governor's plan include:

- A fiscally sound and sustainable program;
- Providing two new private market choices for Tennesseans;
- Shifting the delivery model and payment of health care in Tennessee from fee-for-service to outcomes based;
- Incentivizing Tennesseans to be more engaged and to take more personal responsibility in their health;
- And preparing participants for eventual transition to commercial health coverage.

### **Fiscally Sound and Sustainable Program**

The program will not create any new taxes for Tennesseans and will not add any state cost to the budget. The Tennessee Hospital Association has committed that the industry will cover any additional cost to the state. The program will automatically terminate in the event that either federal funding or support from the hospitals is modified in any way.

### **New Private Market Choices for Tennesseans**

Insure Tennessee offers several options of coverage for individuals below 138 percent of poverty (\$16,100 for an individual and \$27,300 for a family of three). Tennesseans 21 to 64 years old will be offered a choice of the Healthy Incentives Plan or the Volunteer Plan.

The Volunteer Plan would provide a health insurance voucher to participants that would be used to participate in their employer's health insurance plan. The voucher, valued at slightly less than the average TennCare per-enrollee cost, can be used to pay for premiums and other out-of-pocket expenses associated with participation in an individual's employer sponsored private market plan.

Participants in the Healthy Incentives Plan may choose to receive coverage through a redesigned component of the TennCare program, which would introduce Healthy Incentives for Tennesseans (HIT) accounts, modeled after Health Reimbursement Accounts (HRAs), which can be used to pay for a portion of required member cost-sharing.

### **Payment Reform Efforts**

The governor's Delivery System Reform Initiative lays the foundation for reform by addressing the underlying quality and outcome deficiencies that contribute to growing health care costs and unaffordable insurance coverage. This initiative creates financial incentives for providers to provide high quality care in an efficient and appropriate manner so as to reduce costs and improve health outcomes. Insure Tennessee builds on this reform initiative by creating new participant incentives that align with the existing provider incentives. Ultimately, bringing the health care consumer into the equation is critical to successfully controlling cost growth.

### **Personal Responsibility and Patient Engagement**

The voucher program provides a fixed contribution that can be applied to the costs of a person's private market plan. All costs incurred in excess of the amount of the voucher are the responsibility of the participant. This structure empowers individuals to make a choice about which plan is better for their needs and to manage their health care expenses to avoid additional costs.

Newly eligible individuals who choose to participate in the TennCare program and whose incomes are above 100 percent of poverty will be required to pay premiums and copays for services. All enrollees, including those with incomes below poverty, will have modest pharmacy copays. TennCare members "earn" contributions into their HIT accounts by performing healthy behaviors. The account then can be used to cover copayment expenses.

### **Prepares Participants for Commercial Health Coverage**

The design of Insure Tennessee is based on private market principles that provide incentives to participants to engage in their health care by actively managing their health care costs. Through both programs, Insure Tennessee introduces a commercial health insurance experience which can help Tennesseans prepare for independence from public assistance.

\* \* \*

In June 2012, the Supreme Court ruled that the federal government could not mandate that states expand their Medicaid programs under the Affordable Care Act. In March 2013, Haslam announced that Tennessee would not expand the traditional Medicaid program but that he would work with the federal government on a plan for Tennessee that would take into consideration program cost, patient engagement, payment reform and health outcomes. Since that time, he has kept those principles as priorities in working toward the Insure Tennessee plan. Haslam has received verbal approval from the U.S. Department of Health and Human Services (HHS) on the plan. The next steps are for the state to submit a waiver to HHS and for the governor to take the proposal to the legislature for consideration.

## **Insure Tennessee**

Tennessee Gov. Bill Haslam today unveiled his Insure Tennessee plan, a two year pilot program to provide health care coverage to Tennesseans who currently don't have access to health insurance or have limited options. The program rewards healthy behaviors, prepares members to transition to private coverage, promotes personal responsibility and incentivizes choosing preventative and routine care instead of unnecessary use of emergency rooms.

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"Our approach is responsible and reasonable, and I truly believe that it can be a catalyst to fundamentally changing health care in Tennessee. It is our hope that this plan opens the door in the future for innovation within our existing Medicaid program. I look forward to working with providers across the state to advance payment reform and with members of the General Assembly to make this plan a reality."

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\* \* \*

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AGENDA ACTION FORM

**Notice to the Sullivan County Election Commission to Conduct City Elections for the Board of Mayor and Aldermen and Board of Education**

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

Action Form No.: AF-43-2015  
Work Session: February 2, 2015  
First Reading: N/A  
Final Adoption: February 3, 2015  
Staff Work By: Whaley/Billingsley  
Presentation By: Billingsley

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
Tennessee Code Annotated § 6-53-101 provides that the city will notify the Sullivan County Election Commission of a call for general city elections, on the third Tuesday in May, with the date currently set for May 19, 2012. The attached resolution authorizes the city manager to provide notice to the election commission of the need to conduct an election for the offices for the board of mayor and aldermen and the board of education on the third Tuesday in May, as set out in the city charter. The election office estimates the cost of the election at approximately \$30,000.

**Attachments:**  
1. Resolution

Funding source appropriate and funds are available: *JF*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NOTIFY THE SULLIVAN COUNTY ELECTION COMMISSION TO HOLD CITY ELECTIONS FOR THE OFFICES OF MAYOR, ALDERMEN AND BOARD OF EDUCATION

WHEREAS, pursuant to Tennessee Code Annotated § 6-53-101, the city shall notify the Sullivan County Election Commission of an upcoming city election; and

WHEREAS, as set out in the city charter, the 2015 city election for the terms of members of the board of mayor and aldermen and board of education that expire this year, which includes the office of mayor, three offices for aldermen, and four offices for the board of education, will take place on the third Tuesday in May.

Now therefore,

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

SECTION I. That the city manager is authorized and directed to notify the Sullivan County Election Commission of the city election to be conducted on the third Tuesday in May, 2015 for the terms of members of the board of mayor and aldermen and board of education that expire this year, which includes the office of mayor, three offices for aldermen, and four offices for the board of education.

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Amend the Grocery Agreement with Gordon Food Service that Expires on February 28, 2015**

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

Action Form No.: AF-40-2015  
 Work Session: February 2, 2015  
 First Reading: N/A

Final Adoption: February 3, 2015  
 Staff Work By: Committee  
 Presentation By: Jennifer Walker

**Recommendation:**

Approve the resolution.

**Executive Summary:**

In estimating the contract with Gordon Food Service for the March 1, 2014-February 28, 2015 time frame, \$1,000,000 was allotted for the School Nutrition Services purchase contract. Currently, spending is on target but does not cover expenses incurred if we select a new grocery vendor in our current grocery bid selection process. As a precaution, Kingsport City Schools Nutrition Department presented a recommendation to the Board of Education on January 8, 2015 to increase the contract spend amount by \$100,000 to cover an added purchase amount that may be necessary during transition to a new vendor. More information is included in the letter of recommendation to the Board of Education that is attached. The BOE approved this recommendation.

Any increase in expenditures from this contract will be funded by the current School Nutrition Services budget. The budget will be evaluated in relation to the bid that is currently being solicited and will be adjusted, if necessary. School Nutrition Services is a self-supporting department within in the Kingsport City Schools. Funding is received from federal reimbursements, state funding, and revenue generated by meal fees, a la carte items sold and catering.

**Attachments:**

1. Resolution
2. Letter of Recommendation
3. Email from Kyle Venneman

Funding source appropriate and funds are available: 

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

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

A RESOLUTION APPROVING AMENDMENT 2 TO THE ADDENDUM TO AGREEMENT WITH GORDON FOOD SERVICE TO INCREASE THE AMOUNT OF THE CONTRACT FOR THE KINGSPORT CITY SCHOOLS NUTRITION DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, the Kingsport City Schools Nutrition Department currently has a contract with Gordon Food Service that will expire February 28, 2015; and

WHEREAS, this service to the schools will be open for bids which could mean extra time may be required to transition to a new vendor; and

WHEREAS, in order to maintain service to the students, it is requested that the contract amount be amended to increase the amount allotted for purchasing items from Gordon Food Service by \$100,000.00; and

Now therefore,

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

SECTION I. That Amendment 2 to the Addendum to Agreement with Gordon Food Service increasing the budget amount by \$100,000.00 for the Kingsport City Schools Nutrition Department, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment 2 to the Addendum to Agreement with Gordon Food Service, increasing the budget amount by \$100,000.00 for the Kingsport City Schools Nutrition Department, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AMENDMENT NUMBER 2 TO CONTRACT EXTENSION ADDENDUM MARCH 1, 2014

Amendment Number 2 to the Contract Extension Addendum with an effective date of March 1, 2014 between Gordon Food Service and the City of Kingsport for Grocery Items used by the Kingsport School Fund and Nutrition Program.

Section 3. The Contract Price

Change to read: Not to exceed One million one hundred thousand dollars and zero cents (\$1,100,000.00).

All other terms and conditions remain the same as in the Agreement with the Contract Extension Addendum effective March 1, 2014.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment set out herein that do not substantially alter the

material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

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MEMORANDUM

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**TO:** BOARD OF EDUCATION  
**FROM:** JENNIFER WALKER, SUPERVISOR OF SCHOOL NUTRITION SERVICES  
**SUBJECT:** GFS FOODSERVICE CONTRACT AMENDMENT  
**DATE:** 1/2/2015  
**CC:** DAVID FRYE  
DR. LYLE AILSHIE

In estimating the contract with Gordon Food Service for March 1, 2014-February 28, 2015 time frame, School Nutrition allotted \$1,000,000 to cover the grocery expenses for this year. Currently, spending is on target with 78% of these allotted funds being spent and leaving an estimated \$216,000 to finish out the existing contract amount.

This amount does not cover expenses incurred if we select a new grocery vendor in our current grocery bid selection process. If a new grocery vendor wins the KCS bid, we will order groceries in February to cover up to four weeks of menu needs for the beginning of March. Groceries for the new agreement starting in March cannot be ordered from a new or existing vendor until the computer software program is updated with new contract prices and comprehensive nutrition information for all bid products. As a precaution, KCS School Nutrition is recommending to increase the contract spend amount by \$100,000 to cover this added expense to this year's purchase amount if needed.

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

Jennifer Walker, RD, LDN, CDE  
Supervisor of School Nutrition Services

**McBryar, Renee**

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**From:** Tallman, Lisa K. <ltallman@k12k.com>  
**Sent:** Monday, January 26, 2015 2:55 PM  
**To:** Chicco, Liz; McBryar, Renee; Gillenwater, Michelle  
**Subject:** FW: Amendment to Current Contract

Please see the below email of intent to sign the Amendment from Gordon Food Service.

Thank you,

*Lisa Tallman*

Assistant Procurement Manager/Schools  
City of Kingsport/Kingsport City Schools  
423-229-9312 phone  
423-224-2433 fax

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**From:** Kyle Venneman <kyle.venneman@gfs.com>  
**Sent:** Monday, January 26, 2015 2:19 PM  
**To:** Tallman, Lisa K.  
**Cc:** Tim Reed  
**Subject:** Re: Amendment to Current Contract

Thank you for this opportunity. We are "OK" with this amendment.

take care,

Kyle

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**From:** Tallman, Lisa K.  
**Sent:** Monday, January 26, 2015 1:29 PM  
**To:** Tim Reed  
**Subject:** FW: Amendment to Current Contract

I have attached the original addendum to renew for the current year, the Amendment Number 1 and the proposed Amendment Number 2 that we would like to present to our Board of Mayor and Alderman. The Amendment Number 2 changes the Addendum Section 3. The Contract Price, to read: Not to exceed One million one hundred thousand dollars and zero cents (\$1,100,000.00). All other terms and conditions remain the same as in the Agreement with the Contract Extension Addendum effective March 1, 2014.

Can you reply with your intent to sign this if approved by our BMA?

Thank you,

*Lisa Tallman*

Assistant Procurement Manager/Schools  
City of Kingsport/Kingsport City Schools  
423-229-9312 phone  
423-224-2433 fax

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**From:** Tallman, Lisa K.  
**Sent:** Monday, January 26, 2015 11:26 AM  
**To:** kyle.venneman@gfs.com; Tim Reed  
**Subject:** Amendment to Current Contract

Tim/Kyle,

Since we are getting close to the end of the current contract and still in the middle of the bid process, we would like to amend the current contract from 1,000,000.00 to 1,100,000.00 to cover any extra expenses that may occur during this time.

Is it OK if we put this before our Board of Mayor and Alderman for approval to amend the current contract?

Thanks!

*Lisa Tallman*

Assistant Procurement Manager/Schools  
City of Kingsport/Kingsport City Schools  
423-229-9312 phone  
423-224-2433 fax



AGENDA ACTION FORM

**Bid for the Purchase of Two (2) 41 Passenger School Buses to Mid-South Bus Center**

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

Action Form No.: AF-38-2015  
Work Session: February 2, 2015  
First Reading: NA  
Final Adoption: February 3, 2015  
Staff Work By: Committee  
Presentation By: S. Hightower

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
Bids were opened on January 7, 2015 for the purchase of two (2) 41 Passenger School Buses for the Kingsport City Schools Transportation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 10, 2014 and placed on our website for 28 calendar days. It is the recommendation of the committee to accept the compliant low bid from Mid-South Bus Center for two (2) 41 Passenger School Buses. The committee also recommends rejecting the trade offering as the offering of \$1,500.00 per unit is below the expectations of the true value potential.

\$231,000.00 Total Purchase Price (115,500.00 Unit price x Qty. 2)

These units are Fleet replacements.  
Additional information is included in the recommendation memo.  
Funding source is Account# 511-5008-501-90-10.

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

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF  
TWO 41 PASSENGER SCHOOL BUSES TO MID-SOUTH BUS  
CENTER AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened January 7, 2015 for the purchase of two (2) 41 passenger school buses for the Kingsport City Schools Transportation Department; and

WHEREAS, upon review of the bids, the board finds Mid-South Bus Center is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 41 passenger Thomas Safetyliner EFX1118S school buses from Mid-South Bus Center at a total purchase cost of \$231,000.00; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 41 passenger Thomas Safetyliner EFX1118S school buses, at a total purchase cost of \$231,000.00, is awarded to Mid-South Bus Center and the city manager is authorized to execute a purchase order for same.

SECTION II. That the board rejects the offer of trade of \$1,500.00 per unit, as it is below the expectations of the true value potential.

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

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

ADOPTED this the 3rd day of January, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**MINUTES  
BID OPENING  
January 7, 2015  
4:00 P.M.**

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

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

The Assistant Procurement Manager opened with the following bids:

<b>41 PASSENGER SCHOOL BUSES</b>				
<b>Vendor:</b>	<b>Unit Price:</b>	<b>Trade In #1439:</b>	<b>Trade In #1440:</b>	<b>Make/Model:</b>
Cumberland	No Bid	N/A	N/A	N/A
Mid-South Bus Center	\$115,500.00	\$1,500.00	\$1,500.00	Thomas Safetyliner EFX1118S
Central States Bus Sales	\$117,298.00	\$1,800.00	\$1,800.00	2016 Bluebird T3FE

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



**FLEET MAINTENANCE DIVISION**

**City of Kingsport, Tennessee**

**To:** Lisa Range, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
 Ken Barnes, Schools Transportation Director  
**Date:** January 12, 2015  
**Re:** School Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	3	72 Passenger School Bus	Mid South Bus Center	7 City/ 9 Hwy

**Low Compliant Bidder**

The bid offering of Mid South Bus is compliant to all the minimum specification requirements outlined in the bid document.

The bid offerings were reviewed with the Schools Transportation Director, Ken Barnes, who is in agreement with this recommendation. Mr. Barnes's email confirming agreement is attached.

**Fuel Economy Improvement**

0%

No fuel economy improvements noted because these are similar replacements.

**Trade In**

- 1. Trade in(s):
  - a. Recommendation: Reject Trade Offering

Recommendation for trade in offer rejection is due to the market value expectation of our present fleet. The Mid South Bus Center offering of \$2,000 per unit is below the expectations of the true value potential. It is our objective to dispose of the replaced units utilizing the City's standard accepted methods.

b.

**Origin/ Dealer Information**

- 2. New Unit(s) Origin of Manufacture:
  - a. Bus – High Point, NC
    - i. 80 % Domestic/ 20 % Foreign Materials

- 3. New Unit(s) Purchase Dealer:
  - a. Bus – Mid South Bus Center– Murfreesboro, TN.

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

Thank you.

From: kbarnes@k12k.com  
To: hightosa@hotmail.com  
Subject: New Bus Purchase  
Date: Mon, 26 Jan 2015 14:26:23 +0000

Mr. Hightower,

I concur with the recommendation of awarding the bid to Mid-South Bus.

Ken Barnes

**Transportation Supervisor**

**Kingsport City Schools**



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Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.



**AGENDA ACTION FORM**

**Bid for the Purchase of Three (3) 72 Passenger School Buses to Mid-South Bus Center**

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

Action Form No.: AF-39-2015  
 Work Session: February 2, 2015  
 First Reading: NA  
 Final Adoption: February 3, 2015  
 Staff Work By: Committee  
 Presentation By: S. Hightower

**Recommendation:**  
 Approve the resolution.

**Executive Summary:**  
 Bids were opened on January 7, 2015 for the purchase of three (3) 72 Passenger School Buses for the Kingsport City Schools Transportation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 10, 2014 and placed on our website for 28 calendar days. It is the recommendation of the committee to accept the compliant low bid from Mid-South Bus Center for three (3) 72 Passenger School Buses. The committee also recommends rejecting the trade offering as the offering of \$2,000.00 per unit is below the expectations of the true value potential.

\$311,019.00 Total Purchase Price (103,673.00 x Qty. 3)

These unites are Fleet replacements.

Additional information is included in the recommendation memo.

Funding source is Account# 511-5008-501-90-10.

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

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF  
THREE 72 PASSENGER SCHOOL BUSES TO MID-SOUTH BUS  
CENTER AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened January 7, 2015 for the purchase of three (3) 72 passenger school buses for the Kingsport City Schools Transportation Department; and

WHEREAS, upon review of the bids, the board finds Mid-South Bus Center is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase three (3) 72 passenger Thomas Safetyliner EFX1318S school buses from Mid-South Bus Center at a total purchase cost of \$311,019.00; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of three (3) 72 passenger Thomas Safetyliner EFX1318S school buses, at a total purchase cost of \$311,019.00, is awarded to Mid-South Bus Center and the city manager is authorized to execute a purchase order for same.

SECTION II. That the board rejects the offer of trade of \$1,500.00 per unit, as it is below the expectations of the true value potential.

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

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

ADOPTED this the 3rd day of January, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
January 7, 2015  
4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

72 PASSENGER SCHOOL BUSES					
Vendor:	Unit Price:	Trade In #1392:	Trade In #1393:	Trade In #1394:	Make/Model:
Cumberland	No Bid	N/A	N/A	N/A	N/A
Mid-South Bus Center	\$103,673.00	\$2,000.00	\$2,000.00	\$2,000.00	Thomas Safetyline EFX1318S
Central States Bus Sales	\$105,575.00	\$1,500.00	\$1,500.00	\$1,500.00	Bluebird T3FE3800

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



# FLEET MAINTENANCE DIVISION

## City of Kingsport, Tennessee

**To:** Lisa Range, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
 Ken Barnes, Schools Transportation Director  
**Date:** January 12, 2015  
**Re:** School Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	3	72 Passenger School Bus	Mid South Bus Center	7 City/ 9 Hwy

### Low Compliant Bidder

The bid offering of Mid South Bus is compliant to all the minimum specification requirements outlined in the bid document.

The bid offerings were reviewed with the Schools Transportation Director, Ken Barnes, who is in agreement with this recommendation. Mr. Barnes's email confirming agreement is attached.

### Fuel Economy Improvement

0%

No fuel economy improvements noted because these are similar replacements.

### Trade In

1. Trade in(s):

a. Recommendation: Reject Trade Offering

Recommendation for trade in offer rejection is due to the market value expectation of our present fleet. The Mid South Bus Center offering of \$2,000 per unit is below the expectations of the true value potential. It is our objective to dispose of the replaced units utilizing the City's standard accepted methods.

b.

### Origin/ Dealer Information

2. New Unit(s) Origin of Manufacture:

a. Bus – High Point, NC

i. 80 % Domestic/ 20 % Foreign Materials

3. New Unit(s) Purchase Dealer:

a. Bus – Mid South Bus Center– Murfreesboro, TN.

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

Thank you.

From: kbarnes@k12k.com  
To: hightosa@hotmail.com  
Subject: Bus Bid Acceptance  
Date: Mon, 12 Jan 2015 15:54:21 +0000

Mr. Hightower,

I accept the bid made by Thomas Bus Company for the five school buses that we are purchasing this school year.

**Ken Barnes**  
**Transportation Supervisor**  
**Kingsport City Schools**



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Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.



AGENDA ACTION FORM

**Receive Four Burn Cell Buildings Donated from Donan Solutions Inc. Valued at Approximately \$3,000.00**

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

Action Form No.: AF-29-2015  
Work Session: February 2, 2015  
First Reading: N/A

Final Adoption: February 3, 2015  
Staff Work By: Chris Vandagriff  
Presentation By: Chief Craig Dye

**Recommendation:**

Approve the resolution.

**Executive Summary:**

The Kingsport Fire Department's Fire Marshal's Office is putting on a training session sponsored by Donan Solutions Inc. Donan Solutions Inc. will be funding an Arson training class on April 23, 2015 located at the Kingsport Fire Department's training grounds. In return for using the training ground Donan Solutions Inc. will be donating four burn cells valued at approximately \$3,000.00. There is no cost for the city and there are unlimited training opportunities once the burn cells are in place.

**Attachments:**

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION ACCEPTING A DONATION OF FOUR BURN  
CELLS BY DONAN SOLUTIONS, INC., TO THE KINGSPORT  
FIRE DEPARTMENT FOR BURN CELL TRAINING

WHEREAS, the Kingsport Fire Department Fire Marshal's Office is putting on an arson training class session sponsored by Donan Solutions, Inc., at the fire department training grounds; and

WHEREAS, in return for using the training grounds, Donan Solutions, Inc. is donating four burn cells valued at approximately \$3,000.00; and

WHEREAS, there is no cost to the city, and there are unlimited training opportunities once the burn cells are in place; and

WHEREAS, the estimated value of this donation is \$3,000.00.

Now therefore,

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

SECTION I. That the donation to the city from Donan Solutions, Inc., of four burn cells for use at the fire training grounds with the estimated value of \$3,000.00, is accepted.

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Fleet Maintenance Department to Provide Repair and Maintenance Services for the Sullivan County, Bluff City, and City of Kingsport Animal Shelter Vehicles**

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

Action Form No.: AF-27-2015  
 Work Session: February 2, 2015  
 First Reading: N/A  
 Final Adoption: February 3, 2015  
 Staff Work By: M. Billingsley / S. Hightower  
 Presentation By: Chris McCartt

**Recommendation:**  
 Approve the resolution.

**Executive Summary:**  
 The City of Kingsport has been requested to provide vehicle maintenance support to the Sullivan County, Bluff City, Kingsport Animal Shelter (SBK), which consists of approximately eight vehicles. Their needs are increasing and the cost of labor and materials are rising. The opportunity for them to save money, time and resourcing would enable them to better serve the community and the animals they protect. Repair and maintenance provided would be equivalent with current City of Kingsport Fleet.

**Attachments:**  
 1. Resolution

Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE SULLIVAN COUNTY, BLUFF CITY, AND CITY OF KINGSPORT ANIMAL SHELTER FOR REPAIR AND MAINTENANCE SERVICES OF THE ANIMAL SHELTER VEHICLES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Sullivan County, Bluff City, and City of Kingsport Animal Shelter (SBK), owns eight vehicles; and

WHEREAS, they have requested that the city provide vehicle maintenance support for the vehicles due to the increasing needs and cost of labor and materials; and

WHEREAS, the term of the agreement is for three years, with the option to renew for one additional three year term; and

WHEREAS, this would allow the Sullivan County, Bluff City, and City of Kingsport Animal Shelter (SBK) to save money and resources that would better serve the community and the animals.

Now therefore,

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

SECTION I. That an agreement with Sullivan County, Bluff City, and City of Kingsport Animal Shelter (SBK) for vehicle maintenance support, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Sullivan County, Bluff City, and City of Kingsport Animal Shelter (SBK) for vehicle maintenance support, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement

THIS AGREEMENT, hereinafter "Agreement", is made and entered into with an effective date of February 9, 2015 by and between Sullivan County, Bluff City, Kingsport Animal Control Center, Inc., (hereinafter "SBK"), a non-profit Tennessee corporation and the City of Kingsport, Tennessee, (hereinafter "City"), a municipal corporation of the state of Tennessee.

In consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Authorization and Purpose. The parties agree that the City's Fleet Manager, or designee, is authorized to act on behalf of the City in all matters related to this Agreement. The parties agree that the SBK's Supervisor, or designee, is authorized to act on behalf of SBK in all matters related to this Agreement. The City will make available to SBK certain vehicle repair and maintenance services to be performed by the City or any service provider utilized by or under the authority of the City. Such authorized repair and maintenance services will generally be of the same quality and philosophy utilized with all City Departments and will be performed in

accordance with internal policies and procedures of standardized repair and maintenance routines as recommended by original equipment manufacturer's or industry best practices. Additionally, SBK may obtain parts, and supplies, if reasonably available, from the City for a fee, as needed solely for the successful operation of SBK fleet vehicles and equipment.

Section 2. Term of Agreement. Except as otherwise provided in this Agreement, the initial term of this Agreement will be for three years beginning on the "Effective Date" and ending on February 8, 2017. This Agreement may be renewed for one term of three years, provided the parties agree to the terms of such renewal prior to the expiration of the initial term. At any time the Agreement may be terminated by either party for its convenience by giving written notice to the other, at least thirty (30) days before the effective date of termination. Such termination will not be deemed a breach of contract by either party. Should either party exercise this provision, SBK will compensate the City for all satisfactory and authorized services completed as of the termination date. Upon such termination, neither party will have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Section 3. Scheduling of Repairs and Maintenance. Whenever SBK uses the services available pursuant to this Agreement, the SBK Supervisor, or designee, will notify the City's Fleet Manager, or designee, in advance for the scheduling of the requested work, and such will be followed up with a written authorization from SBK to the City, if the anticipated cost of service or repairs may exceed \$150. SBK's request will be prioritized depending upon the needs of the departments of the City and be entered into the shop workflow accordingly. The City at all times will retain all rights to workflow prioritization. SBK will be responsible for delivering its vehicles for service or repairs according to the instructions of the City's Fleet Manager, or designee, and at a scheduling period mutually agreed upon by SBK and the City. If SBK cannot make the appointment it will notify the City's Fleet Manager, or designee, by phone or in writing as soon as possible. It is the responsibility of SBK to contact City's Fleet Manager, or designee, to reschedule work to a mutually agreed upon date and time.

Section 4. Unscheduled Repairs and Maintenance or Breakdown. Upon request by SBK, the City will, if reasonably available and for a fee, and at the request of SBK provide breakdown road service 24-hours a day, seven days a week to SBK in Sullivan County, Tennessee, on the same general terms it provides such service to the City's vehicles. Upon request by SBK, the City will, if reasonably available and for a fee, provide emergency repairs as provided to other departments of the City utilizing either internal or external resources as deemed suitable by the City's Fleet Manager, or designee, in an effort to return the SBK unit back to service as quickly as reasonably possible. Emergency services or repairs that a) cannot be completed in a safe and timely manner; b) would require extensive diagnostics or repair procedures; or c) where in the judgment of the City's Fleet Manager, or designee, the location of the breakdown makes the repair location unsuitable, will be delivered by SBK to the City's main repair facility or to an authorized outside repair group for repair completion. Other high priority repair or maintenance needs requested by SBK may be provided depending upon prevailing workload of the City's Fleet Department. The rate for breakdown road services after normal City operating hours will be billed at the prevailing rate which includes a minimum two (2) hour call-in charge per City staff member. Normal City operating hours for the Fleet Department are currently 7:00 a.m. to 11:00 p. m. Monday through Friday, holidays excepted. The operating hours and days may be changed at any time in the sole discretion of the City.

Section 5. Transportation and Towing. SBK will transport its vehicles or equipment to the City's Fleet Facility for regular scheduled maintenance or repairs. City personnel will be authorized to transport SBK vehicles or equipment during emergency or breakdown repair procedures or during scheduled repairs requiring external repair resources. In situations where an SBK unit is completely inoperative, the City will, through its Fleet Manager or designee, determine whether the unit will be towed and to where, and whether to provide towing services using City resources.

Section 6. Tooling. The City will make reasonable effort to maintain the correct tooling and diagnostics information to provide SBK with repair and maintenance services commensurate with industry standards. However, the City will be under no obligation to purchase specialized repair and diagnostic tools that would be used primarily or solely for the purpose of repairing or maintaining SBK vehicles and equipment. Should SBK decide to procure tooling or diagnostics information for use on its fleet equipment, SBK will maintain ownership of its tooling and information and grant the City full use without cost or obligation. All SBK tooling and repair

information will be returned to the SBK upon termination of this agreement or if deemed no longer beneficial, reasonable wear and tear excepted.

Section 7. Repair and Maintenance Cost and Authorization. The City's Fleet Manager, or designee, is, pursuant to this Agreement, authorized by SBK, to make or authorize a third party to make repairs and maintenance services up to \$150.00 when SBK requests scheduled preventative maintenance work, including, but not limited to oil changes, inspections, fluid top offs, bulb replacements or minor adjustments or repairs. SBK also authorizes the City's Fleet Manager, or designee, to make or authorize a third party to make up to \$300.00 for non-scheduled breakdown or road services that may require a towing service or dispatching technicians to a breakdown location. Any other non-emergency repair that may exceed \$150.00 will require up front verbal authorization from the SBK Supervisor, or designee, before repair and maintenance work may begin. Initial authorization of a work may be communicated in person, phone, electronic mail or other form of communication. Non-emergency requests that may exceed \$150.00 will require a written follow-up authorization. The work will not begin until the written authorization is received. Written authorization may be provided by letter or email from the SBK Supervisor, or designee, properly addressed to the City's Fleet Manager. Repairs in the judgment of the Fleet Manager, or designee that cannot be performed or completed by the City may be performed by an external City authorized repair facility. While the expectation of the parties is that repairs or maintenance will not be performed without proper authorizations in place, if the City performs work or has work performed on an SBK vehicle, then SBK will pay the City for such work. Under no circumstance will the City provide hands on service for a disabled unit outside of Sullivan County.

Section 8. Preventative Maintenance. The City will utilize Manufacturers' Recommendations and Industry Best Practices to perform service and maintenance work on SBK owned vehicles and equipment. The City will assign unit numbers to SBK vehicles and equipment, in the City's Fleet Database, and SBK units will be assigned preventative maintenance schedules. Any SBK vehicle found in need of additional repair during preventative maintenance inspections or service work will be reported to SBK with a verbal or written estimate stating the cost of repairs, if the repair could potentially exceed \$150.00. It is SBK responsibility to conform to the service interval recommendations provided by the vehicle manufacturers.

Section 9. Right of Refusal. SBK maintains the "right of refusal" to have any and all maintenance or repairs performed on its fleet vehicles for any reason, provided this is communicated to the City's Fleet Manager, in writing. The City will not be responsible for any negative result associated with recommended repairs or maintenance services that have been refused by SBK. SBK may have work performed by other entities at its own discretion and is not obligated to utilize the City's services. The City may refuse to proceed with any repair requested by SBK that does not conform to Internal Policies and Procedures, Manufactures' Recommended Repair Procedures or Industry Standards Best Practices.

Section 10. Charges for Parts, Supplies, and Labor. SBK will pay the City for all parts, supplies, and labor utilized in the maintenance and repair or support of the SBK fleet at prevailing fiscal year approved City rates whether internal or external resources are utilized to perform the work or provide parts and supplies. The City may stock various parts items needed to provide quick and efficient repair and maintenance services to SBK at the City's sole discretion. The City may stock parts or supplies at SBK's written request. However, should either party terminate this Agreement, SBK will be required to compensate the City for any inventory or non-inventory items purchased either in current stock or that were stocked solely for use on SBK vehicles and equipment.

Section 11. Warranties. This Agreement does not, and is not intended to, make any warranties, promises or guarantees by the City of any nature whatsoever concerning the provision of services or supplies by the the City or its Fleet Department. The City will make reasonable effort to provide quality parts and supplies, but will not be liable for issues beyond the reasonable control of the City. Additionally, nothing in this Agreement will be construed as a waiver of sovereign immunity. Where applicable, vendors and parts suppliers will be notified by the City if a potential warranty issue exists in order that the SBK may benefit from such warranty claims. The City will assign the warranty received by the parts supplier or repairing vendor, when it is permitted to do so to SBK. The City will make reasonable efforts that do not cause the City to incur costs to pursue warranty credit on behalf of SBK for parts and repairs performed by outside organizations, if the City

authorized the outside repair facility. Original Equipment Manufacturer's warranty claims or recalls against SBK fleet owned equipment may be administered by the City at the request of SBK, and the City labor and administration charges will apply to such work. ANY WORK PROVIDED BY ANY PERSON OR ENTITY OTHER THAN THE CITY AND ALL PARTS SHALL BE GOVERNED BY THE WARRANTY OF SUCH PERSON ENTITY OR MANUFACTURER'S WARRANTY, AND THE CITY MAKES NO WARRANTIES OF ANY KIND SUCH WORK OR PART AND SBK'S SOLE REMEDY IS PURSUANT TO SUCH WARRANTY, IF ANY. THE CITY EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING (a) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (b) ANY WARRANTY THAT THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE; AND (c) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY THE CITY, OR ITS EMPLOYEES, SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

Section 12. Payment for Services. The City will bill SBK monthly for services rendered or parts supplied. SBK will submit payment within 30 days of statement notification. SBK may request a Repair and Maintenance report at a rate of one report per month for reconciliation of services rendered by the City. Additional reports will be provided upon request at the prevailing rate.

Section 13. Maintenance Cost Projections. The City will provide SBK an annual Repairs and Maintenance Cost Projection for budgeting purposes. It will be the responsibility of SBK to fund its needs accordingly.

Section 14. Loss - Theft or Damages. The City will not be liable for any theft from or damages to SBK fleet units beyond the City's reasonable control. the City will not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, terrorism, civil commotion, acts of government, fire, theft, corrosion, floods, freeze-ups, lockouts, differences with or between employees, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. In no event will the City be liable for SBK service interruptions, losses, incidental, consequential or speculative damages. SBK units will be secured within the City's premises, building or fenced lot, when left for repairs or maintenance overnight. If damage to or a theft from an SBK vehicle occurs when utilizing outside repair services, SBK will be required to pursue settlement on their own volition even if the City authorizes the service or repair work.

Section 15. Default, Dispute Resolution. An "Event of Default" is the failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement or a court having jurisdiction over any of the parties enters an order for relief in any involuntary case commenced against the party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official. Should an Event of Default occur, the defaulting party will have thirty (30) days after written notice is sent from the non-defaulting party to the defaulting party, to cure such Event of Default. Upon the failure to cure an alleged Event of Default, or a dispute or disagreement between the Parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the Parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the Parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the Parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the Parties are unable to resolve the Dispute in accordance with this Section 15, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the Parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation, either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

Section 16. Governing Law, Waiver of Trial by Jury and Venue. This Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard

to its conflict of laws principles, and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes will be in state courts for Kingsport, Sullivan County, Tennessee.

Section 17. Changes in Scope or Services. This Agreement will be reviewed annually by the authorizing representatives of the SBK and the City for potential changes required enabling either party to more adequately perform their duties, assignments, or improve services. Any changes to this Agreement will be mutually agreed upon by the SBK and the City and will be incorporated into this Agreement only by written amendments signed by both parties.

Section 18. Force Majeure. Neither Party will be liable to the other Party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities approval delays which are not caused by any act or omission by either Party. The Party whose performance is affected agrees to notify the other Party promptly of the existence and nature of the delay.

Section 19. Severability. In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

Section 20. Notices. All notices required or permitted to be given under this Agreement will be in writing and sent either by U. S. mail postage prepaid, by personal delivery, by overnight courier, or by email to the appropriate address indicated below or at such other place or places as either the City or SBK may, from time to time, respectively, designate in a written notice given to the other. Notices will be deemed sufficiently served upon personal delivery or receipt by email that the email transmission has been received, such an automatic "read receipt", or four (4) days after the date of mailing, or one (1) day after delivery to an overnight courier. As an alternative, notices may be given by facsimile transmission, provided that a hard copy of said transmission will be delivered to the addressee by nationally recognized overnight delivery service by no later than the second (2nd) business day following such transmission. Facsimiles will be deemed delivered on the date of such transmission, if received during the receiving party's normal business hours or, if not received during the receiving party's normal business hours, then on the next succeeding date on which the receiving party is open for normal business.

The City:  
Fleet Manager  
City of Kingsport  
625 West Industry Drive  
Kingsport, Tennessee 37660  
Email: [Stevehigtower@kingsporttn.gov](mailto:Stevehigtower@kingsporttn.gov)  
Fax: 423-224-2433

With copy to:  
City Attorney  
City of Kingsport  
225 West Center Street Kingsport, Tennessee 37660  
Email: [mikebillingsley@kingsporttn.gov](mailto:mikebillingsley@kingsporttn.gov)

To SBK:  
Finance Director – Donna Davidson  
2141 Idle Hour Road  
Kingsport, Tennessee 37660  
Email: [DONNAD1957@GMAIL.COM](mailto:DONNAD1957@GMAIL.COM)  
Fax: 423-247-4683

Day-to-day communications to regarding this Agreement should be directed to:

To City:  
Fleet Manager  
City of Kingsport, Tennessee  
625 West Industry Drive  
Kingsport, Tennessee 37660  
423-229-9446  
Email address Stevehigtower@kingsporttn.gov

To SBK:  
Finance Director – Donna Davidson  
2141 Idle Hour Road  
Kingsport, Tennessee 37660  
Email: DONNAD1957@GMAIL.COM

Section 21. Interpretation. Both Parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 22. Entire Agreement. This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

Section 23. Responsibility of Parties for Acts. To the extent permitted by Tennessee law, each party will be responsible for its and its agents' negligence, actions and omissions.

Section 24. Insurance. Each party will carry appropriate limits to the extent allowable under the Governmental Tort Liability Act of the State of Tennessee to cover its work under this agreement.

Section 25. Assignment. No party will have the right to assign this Agreement without the prior written consent of the other party.

Section 26. Independent Contractors. The relationship of the City and SBK will be that of independent contractors, and neither the City or its employees, or SBK or its employees, will under any circumstances, be considered servants or agents of the other; and each party will be at no time legally responsible for any negligence or other wrongdoing by the other party, or their servants, employees or agents.

Section 27. No Third Party Beneficiaries. Nothing contained in this Agreement will be construed to create and the parties do not intend to create any rights in third parties.

Section 28. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and will have no effect upon the construction or interpretation of any part hereof.

Section 29. No Liability. No member, official, or employee of the City will be personally liable to SBK or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

Section 30. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which, when taken together, will constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals  
as of the day and year first above written.  
[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 3rd day of February, 2015.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

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



**AGENDA ACTION FORM**

**Appointment to the Kingsport Economic Development Board**

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

Action Form No.: AF-32-2015  
Work Session: February 2, 2015  
First Reading: N/A

Final Adoption: February 3, 2015  
Staff Work By: R. McBryar  
Presentation By: Mayor Phillips

**Recommendation:**  
Approve appointment.

**Executive Summary:**

Mr. Larry Estep has agreed to be appointed to the Kingsport Economic Development Board if approved by the Board of Mayor and Aldermen. His appointment will complete the unexpired term of Mr. Charlie Floyd. The term will be effective immediately and will expire January 31, 2020.

**Attachments:**

- 1. Bio

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

**Larry R. Estepp**  
**1032 Wellington Blvd**  
**Kingsport, TN 37660**  
[Larry.estepp@citizensbank24.com](mailto:Larry.estepp@citizensbank24.com)

**Employment**

Citizens Bank Executive Vice President Commercial Lending	2011-present
First Tennessee Bank Retire as Regional President/NETN Retail Executive	1973-2011

**Education**

Tusculum College, BBA Organizational Management  
Graduate School of Banking, LSU  
Darden Commercial Lending School, UVA  
Executive Development, Rhodes College  
Tennessee Banker's School

**Recent Activities**

Kingsport United Way Cabinet Campaign Co-Chair Individual Gifts	2014
Tennessee Banker's Association (TBA) Credit Conference Committee	2013-
Sullivan County Industrial Bond Board	2014-
Kingsport Housing and Redevelopment Authority Board	2014-
Kingsport Industrial Development Board (KEDB) Chairman 2007-2009	2000-2011
NETWORKS (Sullivan County Economic Development BD) Chairman 2005-2007	2002-2013
Holston Business Group	2000-2008
Phipps Bend Industrial Park Board	2001-2011
KOSBE Vice Chair 2014 Chairman 2015	2004-2005 2013-present
Kingsport Chamber of Commerce President 2004 Re-elected to the board	2001-2008 2014-
Tusculum College Board of Trustees Advisory Board 2008-present	1991-2003

Kingsport United Way Campaign Campaign Chairman 2006 Vice Chair Individual Gifts 2013	2004-2006
Greene County Partnership Chairman 1995	1992-2000
Greene County Bond Board	1990-2000
Sequoyah Council Boy Scouts of America Board Member	1998-current

**Civic and Community Awards**

Kingsport Chamber Distinguished Leadership Award	2009
Exchange Club of Greeneville President 1989	1983-2000
Gray Ruritan President 1982-83 Man of the Year 1983 Washington Co Ruritan of the Year 1983	1978-1983