



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, October 20, 2014
Council Room, 2nd Floor, City Hall, 3:00 p.m.**

Board of Mayor and Aldermen

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

Alderman Andy 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

1. Call to Order
2. Roll Call
3. Disposing of Property Acquired through Delinquent Tax – Joe May
4. Work Session Tickler
5. Review of Items on October 21, 2014 Business Meeting Agenda
6. 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.

Special Projects

Brickyard Park Ball Fields

David Mason

Thomas Construction is working on the sub-grade for the parking lot and also the sub-grade and storm drainage for the future field 5 location to complete the site work contract.

The Ballpark construction contract with Denark Construction includes alternates 2 & 3 for a total contact amount of \$3,699,500. Work has continued on the retaining wall grandstands when the weather has cooperated. After inspecting the turf at the sod farm, there was some concern that it may not reach an acceptable quality level by installation time. The vendor has since sprayed for crabgrass and fertilized and the quality is improving. The Landscape Architect and Parks Dept. have been inspecting alternate sources just in case.

Footing excavation for the Field 1 grandstand ADA ramp.



Brickyard Park Ball Fields continued

Footing excavation for the Field 1 grandstands.



Field 4 excavation for backstop grade beam.



Fire Training Ground

Chief Dye

(No updates.)

We are working on the Specifications for a Burn Building/Training Tower. There are some props at our old training facility that we are checking to see if they could be moved to the new one. The trailers we were offered are no longer available to us.



Fire Station 6 Upgrades

Chief Dye

(No updates.)

The construction is moving fast. The brick is complete. Walls that don't get brick work have been completed also. They are checking on a part of the engine bay floor to test for a structural issue. Overall, the project is moving forward and things are looking great.



Carousel

Morris Baker

Engage Kingsport continues work on the carousel project. GRC has located a temporary office on-site and construction is underway. Grading has been completed, footers for the building are in place, the required under-building ventilation piping has been installed and perimeter concrete block have been laid.

Next steps in the construction will be slab preparation and pouring the concrete slab. These steps are estimated to be completed by October 20. The Roundhouse Building structural members are being manufactured by Polygon Buildings. As soon as these structural elements are delivered, construction will begin on the building framework.

"The Flying Pig Gallery and Studios" at the corner of Broad and Center Streets, opened to the public on October 2 with a tremendous opening night crowd. This venue will allow all of the finished carousel animals and other decorative elements of the carousel to be displayed at one location. The community will have a chance to see carving and painting demonstrations, and even participate in painting some of the decorative pieces for their carousel. The adjacent art gallery is featuring works by 15, or so, regional artists.

"The Flying Pig Gallery and Studios" will provide a location for displaying decorative elements of the carousel still available for sponsorship; to purchase a paver for the Memory Fountain at Food City; to buy First Rider tickets; and to buy carousel gift items.

WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

Engineer: CDMSmith

Construction Schedule: January 2015 – September 2016

Project Update: The City has been approved for a \$15,000,000 State Revolving Loan at 1.78% for 20 years. Estimated bid advertisement date January 1, 2015.

Tunnel Alignment



Cooks Valley Road Improvements - Phase 2

Hank Clabaugh

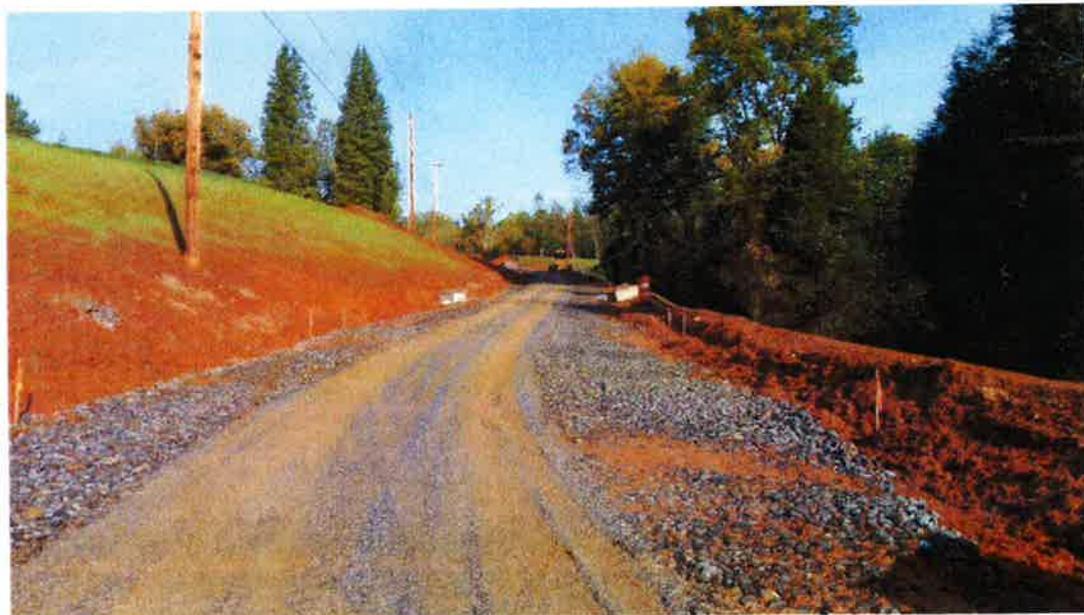
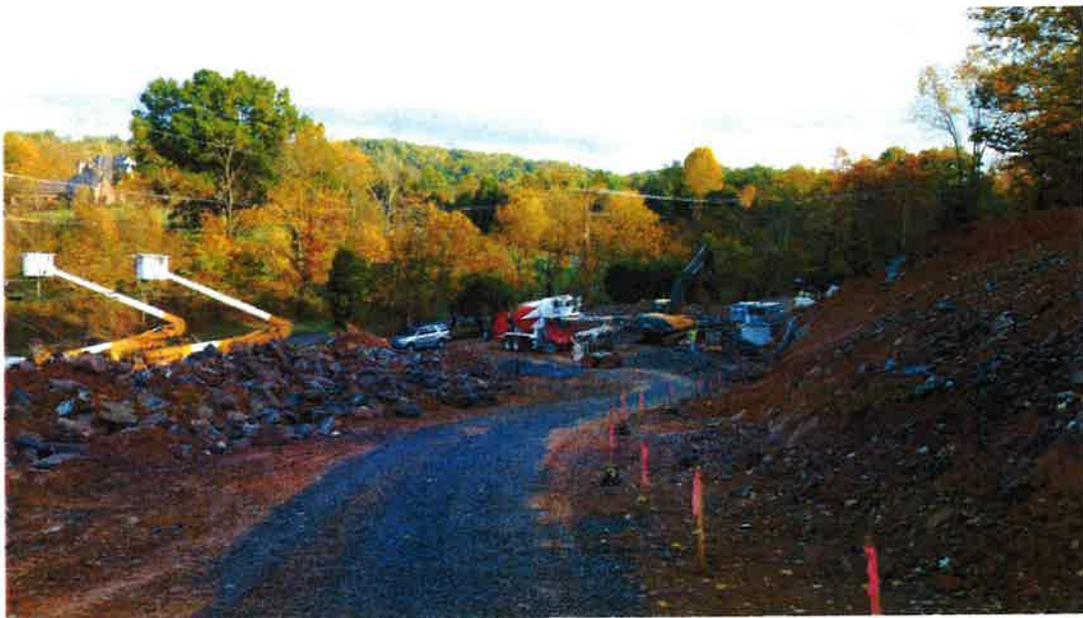
Vic Davis Construction began work on August 7, 2014. The contractual completion date is December 6, 2014.

Rough grading on the new road alignment has been completed on both Cooks Valley Road and Harbor Springs Road. Waterline and stormwater infrastructure installation are about complete.

Work on the retaining wall in front of the Bill Ford property has began and is ongoing. The other retaining wall will be constructed upon the completion of this wall.

The large stormwater culvert/bridge is expected to be installed during the week of October 20.

Shoulder grading/preparation will continue to be ongoing for the next two weeks.



Cooks Valley Road Improvements - Phase 2 continued



Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

The Kingsport Employee Wellness Center opened 6/26/13. Utilization required an increase in hours effective February 24, 2014. With the passage of self-funded health insurance for Kingsport City School employees, it is expected that the clinic will increase hours again on January 1, 2015. Utilization from January 1, 2014 through October 10, 2014 is 94.6%, and of those, 56.2% were active employees, 4% were retirees, 35.1% were dependents, 0.4% were Workers Compensation visits, 0.2% were extended patient visits, and 4.1% were no-shows. Our no-show target is below 5%.

Worker's Compensation

There were seven recordable injuries in September, 2014. Two were medical treatment only and five resulted in lost time.

Budget Office

Judy Smith

Financial Comments

Local Option Sales Tax revenue for the month of August was \$1,365,262 which was \$7,739 under budget and \$93,648 above last year's actual. The Year to Date Total is \$16,503 over budget and \$128,258 over last year.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, October 21, 2014

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

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

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

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

Revised

II.B. INVOCATION – Richard Dice, Christ Church, Kingsport

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Recognition of Sharon Owens – Award of Merit (Presented by Ronnie Hammonds)

V. APPROVAL OF MINUTES

1. Work Session – October 6, 2014
2. Business Meeting – October 7, 2014

VI. COMMUNITY INTEREST ITEMS

AA. PUBLIC HEARINGS

None

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. Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 273-2014) (Jeff Fleming)
 - Ordinance – First Reading
2. Consideration of a Resolution Amending the CDM Smith Design Contract to Include Bidding Services, Resident Project Representation and Engineering during Construction; and Consideration of Budget Ordinance to Appropriate SRF Loan Funding (AF: 277-2014) (Niki Ensor)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Appropriate the Funds to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase V Development and (AF: 261-2014) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**
2. Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund and General Project Fund Budgets (AF: 266-2014) (David Frye)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Consideration of a Resolution Authorizing an Open Enrollment Period and Certain Plan Design Changes for the City of Kingsport Self-Funded Health Insurance Program and Authorizing the Mayor to Sign Documentation Necessary to Effect These Changes (AF: 272-2014) (Terri Evans)
 - Resolution
2. Consideration of a Resolution to Renew the Workers Compensation Excess Insurance Coverage through Safety National Insurance Company and Authorizing the Mayor to Sign All Necessary and Proper Documents to Implement the Renewal (AF: 278-2014) (Terri Evans)
 - Resolution

Revised

3. Consideration of a Resolution Approving a Revocable License to Permit Center Place Association to Use a Small Part of the Area of the Parking Garage Designed for Dumpster Use to Install Some HVAC Units and Authorizing the Mayor to Sign the Needed Documents (AF: 275-2014) (Jeff Fleming/Mike Billingsley)
 - Resolution
4. Consideration of a Resolution Renewing the Property Insurance Coverage with Travelers Insurance Company and Authorizing the Mayor to Sign All Needed Documents (AF: 276-2014) (Terri Evans)
 - Resolution
5. Consideration of a Resolution Increasing the Annual Limit of Medical Flexible Spending Accounts for Eligible Employees and Authorizing the Mayor to Sign all Needed Documents (AF: 274-2014) (Terri Evans)
 - Resolution

E. APPOINTMENTS

None

VII. CONSENT AGENDA

1. Consideration of Approval of Offers for Easements and Right-of-Ways for Colonial Heights Springs Sanitary Sewer Extension Project – Phase II (AF: 271-2014) (Ryan McReynolds)
 - Approve Offers

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, October 6, 2014, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

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:** 4:30 p.m. by Vice-Mayor McIntire.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Mayor Dennis Phillips.
3. **PROJECT INSPIRE UPDATE.** Mr. Parker Smith was unable to attend and provide an update on this item, therefore it was removed from the agenda.
4. **WORK SESSION TICKLER.** Assistant City Manager Chris McCartt confirmed the ball fields were on time and under budget. Alderman George commented on the success of the Flying Pig gallery.
5. **REVIEW OF AGENDA ITEMS ON THE OCTOBER 7, 2014 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.B.2 Consideration of an Ordinance to Amend the FY15 General Purpose School Fund and General Project Fund Budgets (AF: 266-2014). City Manager Fleming provided information on this item and answered questions from the board. Kingsport City Schools David Frye gave further details, noting this would be added in as a line item to the budget.

VI.D.1 Consideration of a Resolution Accepting a Donation from the Dobyms Bennett Educational Foundation and Authorizing the Mayor to Sign All Documents Necessary and Proper to Recognize the Donation (AF: 262-2014). City Manager Fleming explained this would put the recently donated new scoreboard under the school system's control.

VI.D.2 Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company (AF: 264-2014). City Manager Fleming stated this involved work at the traffic engineering building.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, October 6, 2014

VI.D.4 Consideration of a Resolution Ratifying the Mayor's Action in Signing All Documents Necessary to Apply for and Receive the Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation (TDEC) Solid Waste Management Division (AF: 268-2014). Assistant City Manager Ryan McReynolds stated TDEC is encouraging cities to exist within their means, noting this grant will defray the cost of new cars. He further stated it was due by October 1st and since a program was already in place, staff had the mayor go ahead and sign the documents.

VI.D.5 Consideration of a Resolution Authorizing the Execution of an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF: 269-2014). Kingsport City Schools David Frye noted these services would be provided to each middle school and the high school.

VI.D.6 Consideration of a Resolution to Accept Donation of 'R. Hero' Sculpture Created by Karen and Tony Barone from Bunni and Rick Benaron, Cofounders of the R. Hero Foundation (AF: 267-2014). City Manager Fleming stated there would be a dedication ceremony on Thursday at the Fire Station. Assistant Fire Chief Scott Boyd gave further details.

BOARD COMMENT. None.

PUBLIC COMMENT. None.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Vice-Mayor McIntire adjourned the meeting at 4:52 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, October 7, 2014, 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:** Alan Hubbard.
- II.B. **INVOCATION:** Pastor Sam Ward, Mountain View United Methodist Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 1. Presentation by Editor-in-Chief Russ Hubbard, Sevier Middle School, Sequoyah Scribe. Students gave details on the school paper and an award they will be receiving in Washington DC.
- V. **APPROVAL OF MINUTES.**

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

- A. September 22, 2014 Regular Work Session
- B. September 23, 2014 Regular Business Meeting

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.** None.

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.**

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, October 7, 2014

1. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase V Development and an Ordinance to Appropriate the Funds (AF: 261-2014) (Ryan McReynolds).

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2015-066, A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO EDINBURG PHASE V DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

Motion/Second: Parham/Clark, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH PHASE V MATERIALS AGREEMENT PROJECTS (WA1586 AND SW1586); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of an Ordinance to Amend the FY15 General Purpose School Fund and General Project Fund Budgets (AF: 266-2014) (David Frye).

Motion/Second: Parham/McIntire, to pass:

AN ORDINANCE TO AMEND THE FY 2014-15 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of an Ordinance to Amend Zoning of a Portion of a Parcel Containing the Andes-Straley Veterinary Hospital Located off Memorial Boulevard in the 11th Civil District of Sullivan County (AF: 253-2014) (Ken Weems).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6436, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO MEMORIAL BOULEVARD FROM P-1, PROFESSIONAL OFFICES DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, October 7, 2014**

**2. Consideration of Ordinances to Annex/Amend Zoning of the
Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of
Services (AF: 250-2014) (Corey Shepherd).**

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6437, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 11th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RIDGECREST ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6438, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO RIDGECREST AVENUE FROM R-3A, HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 11th CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Consideration of a Budget Ordinance Regarding MPO15A
Signalization at the Intersection of SR-126 (Memorial Blvd) at Island Road
(AF: 254-2014) (Ryan McReynolds).**

Motion/Second: Segelhorst/McIntire, to pass:

ORDINANCE NO. 6439, AN ORDINANCE TO AMEND THE MPO FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FOR SIGNALIZATION AT THE INTERSECTION OF SR-126; 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."

**4. Consideration of an Ordinance to Impose an Electronic
Citation Fee upon a Plea of Guilty or Nolo Contendere or a Judgment of Guilty for
Violation of Certain Traffic Ordinances in the City of Kingsport (AF: 256-2014)
(Chief Quillin).**

Motion/Second: Parham/McIntire, to pass:

ORDINANCE NO. 6440, AN ORDINANCE AMENDING SECTION 30-29 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PROVIDING FOR

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of the City of Kingsport, Tennessee, Tuesday, October 7, 2014**

AN INCREASE IN COURT COSTS FOR CITY COURT BY INCLUDING THE FEE AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 55-10-207; 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."

5. Consideration of a Budget Ordinance to Appropriate \$27,666.00 from the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grant FY14 Local Solicitation (AF: 238-2014) (Chief Quillin).

Motion/Second: McIntire/Clark, to pass:

ORDINANCE NO. 6441, AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE 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."

6. Consideration of a Budget Ordinance to Appropriate the Funds for the Settlement of a Lawsuit Filed Against the City (AF: 258-2014) (Mike Billingsley).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6442, AN ORDINANCE TO AMEND THE DRUG FUND BUDGET 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. Consideration of a Resolution Accepting a Donation from the Dobyms Bennett Educational Foundation and Authorizing the Mayor to Sign All Documents Necessary and Proper to Recognize the Donation (AF: 262-2014) (Jeff Fleming).

Motion/Second: Segelhorst/Clark, to pass:

Resolution No. 2015-067, A RESOLUTION ACCEPTING A DONATION FROM THE DOBYNS BENNETT EDUCATIONAL FOUNDATION AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECOGNIZE AND ACCEPT THE DONATION

Passed: All present voting "aye."

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2. Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company (AF: 264-2014) (Ryan McReynolds).

Motion/Second: Segelhorst/McIntire, to pass:

Resolution No. 2015-068, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

Passed: All present voting "aye."

3. Consideration of a Resolution Awarding the Bid for the Colonial Heights Water & Sewer Phase I Project to Merkel Bros. Construction, Inc. and Authorize the Mayor to Execute All Applicable Documents (AF: 265-2014).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2015-069, A RESOLUTION AWARDING THE BID FOR THE COLONIAL HEIGHTS WATER AND SEWER PHASE I PROJECT TO MERKEL BROTHERS CONSTRUCTION, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

4. Consideration of a Resolution Ratifying the Mayor's Action in Signing All Documents Necessary to Apply for and Receive the Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation (TDEC) Solid Waste Management Division (AF: 268-2014).

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2015-070, A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE APPLICATION FOR A SOLID WASTE RECYCLING REBATE GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION SOLID WASTE MANAGEMENT DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SUCH GRANT

Passed: All present voting "aye."

5. Consideration of a Resolution Authorizing the Execution of an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF: 269-2014) (David Frye).

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2015-071, A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND

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ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

6. **Consideration of a Resolution to Accept Donation of 'R. Hero' Sculpture Created by Karen and Tony Barone from Bunni and Rick Benaron, Cofounders of the R. Hero Foundation** (AF: 267-2014) (Morris Baker). Bonnie MacDonald, Director of Cultural Arts, gave details on three major milestone projects in Kingsport. She discussed the progress of the carousel, noting the opening of the Flying Pig gallery to showcase the work as well as other local artists. She also talked about the full length musical "Nanyehi – Beloved Woman of the Cherokee," being presented by the Kingsport Theatre Guild. She stated it was written by Grammy award winner Becky Hobbs about her fifth great-grandmother who has local historical ties. Lastly, Ms. MacDonald provided information on this item, noting this gift to the community was from the same people who designed Pal's restaurants. The sculpture is being presented at the fire department on Thursday to honor and respect first responders, also known as the "Dalmatian Nation." City Manager Fleming pointed out the sculpture was worth \$15,000.

Motion/Second: Segelhorst/Clark, to pass:

Resolution No. 2015-072, A RESOLUTION ACCEPTING A DONATION OF "R. HERO", A SCULPTURE CREATED BY KAREN AND TONY BARONE FROM THE R. HERO FOUNDATION

Passed: All present voting "aye."

E. **APPOINTMENTS/REAPPOINTMENTS.** None.

VII. CONSENT AGENDA.

1. **Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for Phases I & II of the Colonial Heights Sanitary Sewer Extension Project** (AF: 255-2014) (Mike Billingsley).

Motion/Second: George/Hall, to adopt:

Ordinance No. 6443, AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; 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."

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VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming stated that Moody's bond rating service has reaffirmed the city's AA-2 rating which means our bonds are high quality and low risk. He expressed appreciation to the finance department and all city staff who contributed to that project.
- B. MAYOR AND BOARD MEMBERS.** Alderman Clark commented positively on the bond rating and the students from the beginning of the meeting who are involved in journalism and their school paper. He also complimented the Flying Pig studio and the benefits downtown had to offer. Alderman Parham echoed the sentiments of downtown. He also discussed a recent tour of the school system by the superintendent, noting he was impressed at how the students were engaged with the teachers on this impromptu visit. Vice-Mayor McIntire commented on the "Morning Mile" program designed to get the kids who come to school early to walk, run and exercise. Alderman Segelhorst commended the students who put the Sequoyah Scribe school paper together. He encouraged everyone to attend the DB high school band exhibition show this Thursday, noting their first competition is this weekend in Winston-Salem. Mr. Segelhorst commented positively on the carousel and the Flying Pig, noting the Santa Train portion of the carousel is wheelchair accessible. Lastly he talked about the "Nanyehi" play being presented at the Renaissance Center and encouraged everyone to attend. Alderman George pointed out we are now into fall and to enjoy the beautiful colors. Alderman Hall wished Vice-Mayor McIntire a happy birthday tomorrow. He also thanked the city manager for the tour he gave of city hall to a group of young people. Mayor Phillips stated there would be at least three town hall meetings forthcoming, noting the times, dates, and locations will be in the paper. He encouraged employees and board members to contribute to the United Way.
- C. VISITORS.** Ms. Christy Frazier commented on the issues regarding schools after the annexation of Colonial Heights areas. Mayor Phillips responded. Mr. Dan Page echoed Ms. Frazier's comments.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:02 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

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

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

Handwritten signature of Jeff Fleming

Action Form No.: AF-273-2014
Work Session: October 20, 2014
First Reading: October 21, 2014

Final Adoption: November 4, 2014
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the ordinance.

Executive Summary:

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

The General Project-Special Revenue Fund will be amended by transferring funds from Street Resurfacing projects (NC1300 and NC1500) to the Minor Road Improvements project GP1003, Minor Street Improvements project (GP0807) and to the Street Resurfacing project (GP1219). The total amount of the transfer is \$10,196 and projects GP0807, GP1003, GP1219 and NC1300 will be closed. Funds will be transferred from the Sullivan St Improvements project (GP1226) in the amount of \$21,449 to the Sullivan Street Improvements project Phase 2 (GP1500) and project GP1226 will also be closed.

The Recreation Facilities Improvement project (GP1214) will be amended by appropriating \$20,000 that was received from KCVB.

The Sewer Fund will be amended by transferring funds from the Colonial Heights EF13-05 project (SW1307) to the Colonial Heights Phase 2 project (SW1501) in the amount of \$100,000.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: [Handwritten signature]

Table with 3 columns: Y, N, O and rows for 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-Special Revenue Fund budget be amended by transferring \$6,457 from the Street Resurfacing Project (NC1500) and from the Street Resurfacing project (NC1300) in the amount of \$3,729 to the Street Resurfacing project (GP1219) in the amount of \$9,792, to the Minor Road Improvements project (GP1003) in the amount of \$269 and to the Minor Street Improvements project (GP0807) in the amount of \$135 and; that the General Project Fund budget be amended by transferring \$21,409 from the Sullivan Street Improvement project (GP1226) to the Sullivan Street Improvements Phase 2 project (GP1500); that the General Fund budget be amended by appropriating funds received from the NRPA Maintenance Management School in the amount of \$450 to reimburse the Parks and Recreation department budget and that the Library Commission Fund budget be amended by appropriating \$6,091. The Friends of the Library donated \$5,763 from the Endowment Fund to be used for furniture and equipment and \$328 was a refund from Office Depot.

Section II. That the Sewer Project Fund budget be amended by transferring funds from the Colonial Heights EF13-05 project (SW1307) in the amount of \$100,000 to the Colonial Heights Phase 2 project (SW1501).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 110: General Project Fund</u>			
<u>Revenues:</u>			
110-0000-341-1062 Athletic Programs	\$ 65,536	\$ 450	\$ 65,986
<i>Totals:</i>	65,536	450	65,986
<u>Expenditures:</u>			
110-4504-471-2040 Travel	\$ 1,000	\$ 450	\$ 1,450
<i>Totals:</i>	1,000	450	1,450
<u>Fund 611: Library Commission Fund</u>			
<u>Revenues:</u>			
611-0000-364-3000 From Non-Profits	\$ 0	\$ 6,091	\$ 6,091
<i>Totals:</i>	0	6,091	6,091
<u>Expenditures:</u>			
611-4540-474-9004 Equipment	\$ 0	\$ 6,091	\$ 6,091
<i>Totals:</i>	0	6,091	6,091

**Fund 111: General Project Special Rev. Fund
Street Resurfacing (NC1500)**

Revenues:

111-0000-391-0100 From General Fund

Totals:

\$	\$	\$	
600,000	(6,467)	593,533	
600,000	(6,467)	593,533	

Expenditures:

111-0000-601-2022 Construction Contracts

Totals:

\$	\$	\$	
600,000	(6,467)	593,533	
600,000	(6,467)	593,533	

**Fund 111: General Project Special Rev. Fund
Street Resurfacing (NC1300)**

Revenues:

111-0000-391-0100 From General Fund

Totals:

\$	\$	\$	
180,833	(3,729)	177,104	
180,833	(3,729)	177,104	

Expenditures:

111-0000-601-2022 Construction Contracts

Totals:

\$	\$	\$	
180,833	(3,729)	177,104	
180,833	(3,729)	177,104	

**Fund 311: General Project Fund
Street Resurfacing (GP1219)**

Revenues:

311-0000-368-1037 2009D (BABS) GO

311-0000-368-1040 Series 2011 GO Pub Imp

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

311-0000-368-2101 Premium From Bond Sale

311-0000-391-0100 From General Fund

Totals:

\$	\$	\$	
104,589	0	104,589	
274,400	0	274,400	
600,000	(29,791)	570,209	
0	36,848	36,848	
0	9,792	9,792	
978,989	16,849	995,838	

Expenditures:

311-0000-601-2022 Construction Contracts

311-0000-601-2023 Arch/Eng/Landscaping

311-0000-601-4041 Bond Expense

Totals:

\$	\$	\$	
978,729	9,792	988,521	
260	0	260	
0	7,057	7,057	
978,989	16,849	995,838	

**Fund 311: General Project Fund
Minor Road Improvements (GP1003)**

Revenues:

311-0000-391-0100 From General Fund

Totals:

\$	\$	\$	
50,000	269	50,269	
50,000	269	50,269	

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	43,266	0	43,266
311-0000-601-2023 Arch/Eng/Landscaping	0	269	269
311-0000-601-9001 Land	6,734	0	6,734
Totals:	50,000	269	50,269

Fund 311: General Project Fund
Minor Street Improvements (GP0807)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	20,000	135	20,135
Totals:	20,000	135	20,135

Expenditures:			
311-0000-601-2022 Construction Contracts	17,161	0	17,161
311-0000-601-2023 Arch/Eng/Landscaping	354	135	489
311-0000-601-9001 Land	2,485	0	2,485
Totals:	20,000	135	20,135

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

Revenues:	\$	\$	\$
311-0000-368-1037 2009D (BABS) GO	135,000	0	135,000
311-0000-368-1040 Series 2011 GO Pub Imp	85,827	0	85,827
311-0000-368-1041 Series 2012C GO Pub Imp	408,804	0	408,804
311-0000-368-1046 Series 2013B GO Pub Imp	50,000	(21,409)	28,591
311-0000-368-2101 Premium From Bond Sale	24,416	0	24,416
Totals:	704,047	(21,409)	682,638

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	99,368	(29,282)	70,086
311-0000-601-4041 Bond Expense	20,997	0	20,997
311-0000-601-9001 Land	10,000	10,945	20,945
311-0000-601-9003 Improvements	573,682	(3,072)	570,610
Totals:	704,047	(21,409)	682,638

Fund 311: General Project Fund
Sullivan St Improvements PH 2 (GP1500)

Revenues:	\$	\$	\$
311-0000-368-1046 Series 2013B GO Pub Imp	0	21,409	21,409
Totals:	0	21,409	21,409

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	21,409	21,409
Totals:	0	21,409	21,409

Fund 311: General Project Fund
Recr Facil Improvements (GP1214)

<u>Revenues:</u>	\$	\$	\$
311-0000-364-3000 From Non-Profit Groups	0	20,000	20,000
311-0000-368-1037 2009D (BABS) GO	50,000	0	50,000
311-0000-368-1040 Series 2011 GO Pub Imp	605,226	0	605,226
311-0000-368-2101 Premium From Bond Sale	7,343	0	7,343
Totals:	662,569	20,000	682,569

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2020 Professional Consultant	55,000	0	55,000
311-0000-601-2022 Construction Contracts	150,000	0	150,000
311-0000-601-2023 Arch/Eng/Landscaping	118,700	48,514	167,214
311-0000-601-4041 Bond Expense	12,569	0	12,569
311-0000-601-9001 Land	326,300	(261,623)	64,677
311-0000-601-9003 Improvements	0	225,154	225,154
311-0000-601-9004 Equipment	0	7,955	7,955
Totals:	662,569	20,000	682,569

Fund 452: Sewer Project Fund
Colonial Hgts EF13-05 (SW1307)

<u>Revenues:</u>	\$	\$	\$
452-0000-391-0529 Series 2013B GO Pub Imp	3,450,000	(100,000)	3,350,000
452-0000-391-4200 From Sewer Fund	19,000	0	19,000
Totals:	3,469,000	(100,000)	3,369,000

<u>Expenditures:</u>	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	19,000	0	19,000
452-0000-606-9001 Land	50,000	0	50,000
452-0000-606-9003 Improvements	3,400,000	(100,000)	3,300,000
Totals:	3,469,000	(100,000)	3,369,000

Fund 452: Sewer Project Fund
Colonial Hgts PH 2 (SW1501)

<u>Revenues:</u>	\$	\$	\$
452-0000-391-0529 Series 2013B GO Pub Imp	0	100,000	100,000
452-0000-391-4200 From SewerFund	100,000	0	100,000
Totals:	100,000	100,000	200,000

<u>Expenditures:</u>	\$	\$	\$
452-0000-606-2020 Professional Consultant	0	45,000	45,000
452-0000-606-2023 Arch/Eng/Landscaping	500	0	500
452-0000-606-9001 Land	99,500	55,000	154,500
Totals:	100,000	100,000	200,000

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

Consideration of a Resolution Amending the CDM Smith Design Contract to Include Bidding Services, Resident Project Representation and Engineering during Construction; and Consideration of Budget Ordinance to Appropriate SRF Loan Funding

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

Action Form No.: AF-277-2014
 Work Session: October 20, 2014
 First Reading: N/A
 Final Adoption: October 21, 2014
 Staff Work By: Niki Ensor
 Presentation By: Niki Ensor

Recommendation:

Approve the resolution and ordinance.

Executive Summary:

The critical need for raw water improvements was identified in the Kingsport Water Master Plan and has been evaluated through the City of Kingsport Raw Water Transmission and Intake Improvement Preliminary Engineering Report.

On April 16, 2013 the Mayor executed an agreement in the amount of \$924,516 for design of the Raw Water Transmission and Pump Station Improvements project with CDM Smith. Design is over 90% complete. The project will be funded with a combination of State Revolving Loan and EDA grant. The Tennessee Department of Conservation approved the City's 15,000,000 20-year SRF loan at 1.78% on October 8, 2014.

This resolution will move the project into the construction phase by amending CDM Smith's contract in the amount of \$881,220 to include funding assistance, bidding services, resident project representation and engineering during construction as well as appropriate SRF loan funding.

Original Contract Amount	\$924,516
Contract Amendment	\$881,220
Current Contract Amount	\$1,805,736

Attachments:

1. Resolution
2. Ordinance
3. CDM Smith Proposal

Funding source appropriate and funds are available. *J. Smith*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., TO INCLUDE RESIDENT PROJECT REPRESENTATION AND ENGINEERING DURING CONSTRUCTION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in April of 2013, the board approved a resolution authorizing the mayor to sign an agreement with CDM Smith, Inc. for the design for raw water transmission and intake improvements for the water treatment plant in an amount not to exceed \$924,516.00; and

WHEREAS, the design is almost complete and the project is ready to move into the construction phase; and

WHEREAS, the amendment to the contract will be for bidding services, resident project representation and engineering during construction in the amount of \$881,220.00; and

WHEREAS, the funding from the SRF loan will be appropriated by budget ordinance;

Now therefore,

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

SECTION I. That an amendment to the agreement with CDM Smith, Inc. for the design for raw water transmission and intake improvements for the water treatment plant is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement CDM Smith, Inc. for the design for raw water transmission and intake improvements for the water treatment plant and all other documents necessary and proper to effectuate the purpose of the agreement or 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 to the professional services agreement that do not substantially alter the material provisions of the amendment, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 21st day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY APPROPRIATING FUNDS FOR RAW WATER TRANSMISSION AND INTAKE IMPROVEMENTS 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 Water Project Fund budget be amended by appropriating EDA grant funds in the amount of \$1,500,000 and a State Revolving Loan (SRF) in the amount of \$15,000,000 for the Raw Water Transmission/Pump Station Improvements project (WA1504).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 451: Water Project Fund			
Raw Water Transmission/Pump Station Imp(WA1504)			
Revenues:	\$	\$	\$
451-0000-331-3415 EDA Grant/Water Intake Proj.	0	1,500,000	1,500,000
451-0000-391-2950 SRF Loan DWF 2014-140	0	15,000,000	15,000,000
Totals:	0	16,500,000	16,500,000
Expenditures:			
451-0000-605-2020 Professional Consultant	0	25,000	25,000
451-0000-605-2022 Construction Contracts	0	300,000	300,000
451-0000-605-2023 Arch/Eng/Landscaping	0	390,600	390,600
451-0000-605-9003 Improvements	0	15,784,400	15,784,400
Totals:	0	16,500,000	16,500,000

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

ATTEST:

DENNIS R. PHILLIPS, Mayor

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865 963-4300
fax: 865 963-4301

August 1, 2014

Ms. Niki Ensor, P.E.
Water/Wastewater Facilities Manager
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Raw Water Intake and Transmission Improvements – Amendment for Professional Services for Bid Phase Services, Resident Project Representation, and Engineering Services During Construction

Dear Niki:

Background

The City of Kingsport (City) owns and operates the City of Kingsport Water Treatment Plant (WTP). The raw water pumping system, consisting of pumps, power supply, raw water piping and appurtenant facilities has been determined to be the most vulnerable part of the Kingsport water system. The condition of the raw water pipelines makes them vulnerable to failure, and improvements to the raw water pump station hydraulics and capacity are required to meet the City's future water treatment needs. Maintenance of reliable raw water pumping supply to Kingsport's only water treatment facility warrants an immediate upgrade to these facilities.

In May 2013, the City authorized CDM Smith Inc. (CDM Smith) to provide design engineering and permitting services for the required upgrades. The previous professional services agreement provided authorization for CDM Smith to provide the design and permitting tasks as follows:

- Task 1 – Preliminary and Final Design
- Task 2 – Permitting

The previous alternatives analysis resulted in the recommendation and City approval of the following system improvements:

- Rock tunnel from the South Holston River to the Kingsport WTP
- Raw water intake junction box with flexibility to connect to a future intake structure
- Raw Water Pump Station – consisting of four, 400 HP vertical turbine pumps (12 MGD nominal capacity each) located in a single story building constructed slab on grade
- 1,500 kW emergency generator and automated switchgear
- Raw water piping and valves to connect with the existing flash mix basin





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During the execution of preliminary and final design, the 1,500 kW emergency generator was deleted from the project and replaced with the addition of a second electrical feed from the power company and secondary feeds to the three WTP load centers. The electrical alternatives evaluation and design of the modified electrical project approach were completed with no change to the original budget for Tasks 1 and 2 services.

This proposal is for bidding through construction phase services as follows:

- Task 3 – Funding Assistance
- Task 4 – Bidding Assistance Services
- Task 5 – General Services (GS) During Construction
- Task 6 – Resident Project Representative (RPR) Services

A detailed scope of work for each service is provided below.

Scope of Services

Task 3 – Funding Assistance

The ENGINEER shall provide assistance to the OWNER during the Final Design Phase of the project to secure additional funding sources and shall provide coordination efforts with the funding agencies through the Bidding and Construction Phases of the project.

Task 3.1: Funding Support Documentation– Assist the OWNER in completing and submitting the required documentation related to SRF Loan and EDA Grant Funding.

Task 3.2: Public Meeting – Prepare for and attend one public meeting as required by the SRF Loan process.

Task 3.3: Construction Phase Funding Agency Coordination – Provide documentation review and coordination related to SRF Loan and EDA Grant reimbursement payments throughout the Construction Phase of the project.

Task 4 – Bidding Assistance Services

The ENGINEER shall provide services during the Bidding Phase of the project. This scope budgets for one bidding of a single contract. Owner may authorize the Engineer for rebidding, if the need arises. Bidding services to be provided by the ENGINEER will be limited to the following tasks:



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Task 4.1: Bid Advertisement and Distribution of Documents – Assist the OWNER in advertising for and obtaining bids for construction. OWNER shall place advertisement for bids, reproduce documents, and distribute documents to bidders.

Task 4.2: Issue Addenda – Prepare Addenda as appropriate to clarify, correct, or change the Bidding Documents. OWNER shall distribute addenda to bidders.

Task 4.3: Bid Opening and Contract Award Assistance – Attend the bid openings and assist OWNER in evaluating bids or proposals.

Task 4.4: Review Subcontractors and Suppliers – Consult with the OWNER as to the acceptability of subcontractors, suppliers, and other persons or entities proposed by Contractor for those portions of the work for which such acceptability is required by the Bidding Documents.

Task 4.5: Conformed Documents – Produce conformed drawings and specifications incorporating all addenda items prior to Contractor Notice to Proceed. ENGINEER will provide up to two hardcopies and one electronic (PDF) set of conformed documents for OWNER's use during the Construction Phase of the project.

Task 5 – General Services (GS) During Construction

The ENGINEER shall provide engineering services during the construction phase. This Agreement includes provision of construction services for up to 18 months beginning from the construction contract Notice-to-Proceed (NTP) date and ending at Final Construction Completion. ENGINEER shall receive additional compensation for any additional construction services required due to an increase in this construction period duration (via further amendment of the Agreement). Construction Phase Services to be provided by the ENGINEER are as follows:

Task 5.1: General Administration of Construction Contract – ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions, except as otherwise provided in writing.



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Task 5.2: Visits to Site and Observation of Construction – In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.



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ENGINEER will prepare for and attend preconstruction conference and monthly progress meetings with Contractor and OWNER and will coordinate with RPR related to the preparation and circulation of minutes thereof.

ENGINEER shall attend field acceptance testing for pumps to be performed by the Contractor in accordance with the Contract Documents.

Task 5.3: Defective Work – During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress, if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Task 5.4: Clarifications and Interpretations, Field Orders – ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents, as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Task 5.5: Change Orders and Work Change Directives – ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare Change Orders and Work Change Directives as required.

Task 5.6: Shop Drawings – ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples, Operations and Maintenance Manuals, and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

ENGINEER shall administer an electronic document control system for the use of the ENGINEER, OWNER, and Contractor. The electronic document control system will be used for the processing of shop drawings, RFIs, and other project communications and documentation.

Task 5.7: Substitutes – ENGINEER shall evaluate and determine the acceptability of substitute or or-equal materials and equipment proposed by Contractor. However, services in making



Ms. Niki Ensor, P.E.

August 1, 2014

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revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

Task 5.8: Disagreements between OWNER and Contractor – ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the technical and design related portions of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. OWNER shall be responsible for interpretation of the requirements of Divisions 00 and 01 of the Contract Documents.

Task 5.9: Applications for Payment – Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the



Ms. Niki Ensor, P.E.

August 1, 2014

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work in progress, or have involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Task 5.10: Contractor's Completion Documents – ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operation instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up Record Documents (including Shop Drawings, Samples, and other data approved as provided under paragraph 5.6 and marked-up record drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of and, in the case of certificates of inspections, tests, and approvals, the results certified indicate compliance with, the Contract Documents.

Task 5.11: Substantial Completion – Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, ENGINEER considers the work substantially complete ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

Task 5.12: Final Notice of Acceptability of the Work – ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 5.10) to the best of ENGINEER's knowledge, information, and belief and



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based on the extent of the services performed and furnished by ENGINEER under this Agreement.

Task 5.13: Prepare Record Drawings - ENGINEER shall prepare one reproducible record drawing set based on information provided by the Contractor and reviewed as part of Task 5.10. Record Drawings shall also be delivered in electronic format as PDF files on CD.

ENGINEER will provide equipment O&M manual review as part of Task 5.6, however a ENGINEER prepared system O&M manual is not included within the project scope of work. Additional system O&M or electronic O&M services may be added by the OWNER by future amendment or separate agreement if desired.

Task 6 - Resident Project Representative (RPR) Services

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.



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B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing,



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inspection or approval.

- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.



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- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. Limitations of Authority by RPR

Resident Project Representative:



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1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:

Task Description	Completion Date
Task 1 – Preliminary and Final Design	September 15, 2014
Task 2 – Permitting	October 30, 2014
Task 3 – Funding Assistance	August 31, 2016
Task 4 – Bidding Assistance Services	November 30, 2014
Task 5 – General Services (GS) During Construction	August 31, 2016
Task 6 – Resident Project Representative (RPR) Services	August 31, 2016

Payment and Compensation

The City of Kingsport shall compensate the Engineer for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump



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sum percentage of work completed basis. A status report will accompany each progress invoice. This Amendment increases the original Agreement lump sum upper limit amount of \$924,516 by \$881,220 for Tasks 3 through 6 services, for a revised lump sum upper limit of \$1,805,736. The project total upper limit shall not exceed \$1,805,736, without written amendment to this authorization. An estimated breakdown of cost by task is provided for informational purposes below.

Task Description	Task Budget
Task 1 – Preliminary and Final Design (previously authorized)	\$897,066
Task 2 – Permitting (previously authorized)	\$27,450
Task 3 – Funding Assistance	\$13,350
Task 4 – Bidding Assistance Services	\$38,750
Task 5 – General Services (GS) During Construction	\$321,000
Task 6 – Resident Project Representative (RPR) Services	\$508,120
Project Total	\$1,805,736

The Task 6 cost is based on the assumption that the construction period will be for 18 months. During this period it assumed that a geotechnical engineer will observe tunnel construction for a period of 32 weeks at an average of 50 hours per week. In addition, a resident project representative will observe pump station and other related work over a 12 month period averaging 40 hours per week.

CDM Smith looks forward to continuing work with the City of Kingsport for the implementation of the Water Treatment Plant Raw Water Intake and Transmission Improvements project. Please contact me with any questions or need for any additional information.

Very truly yours,

Bernard F. Maloy, P.E., BCEE
Vice President
CDM Smith Inc.

cc: Josh Norton, CDM Smith



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate the Funds to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase V Development

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

Action Form No.: AF-261-2014
 Work Session: October 6, 2014
 First Reading: October 7, 2014
 Final Adoption: **October 21, 2014**
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the ~~resolution and~~ ordinance.

Executive Summary:

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

Pursuant to the policy, Danny Karst has requested that his proposed development, Edinburgh Phase V, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$51,965.42 for a new twelve (12) lot development.

To date, including this development, the program has supported 786 new/proposed lots within the City of Kingsport. Of those lots, 282 Building Permits and 211 Certificates of Occupancy have been issued to date.

Attachments:

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

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase V Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-261-2014
 Work Session: October 6, 2014
 First Reading: October 7, 2014

Final Adoption: October 21, 2014
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution and ordinance.

Executive Summary:

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

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4. Cost Table
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6. Development Chart

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

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

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg Phase V, a 12 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$51,965.42;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Materials Agreement with Danny Karst to provide certain water and sewer materials by the city for Edinburg Phase V, in the amount of \$51,965.42, and the mayor is further authorized to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH PHASE V MATERIALS AGREEMENT PROJECTS (WA1586 AND SW1586); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget to \$27,162 and by decreasing the funds transferred from the Sewer Fund operating budget to \$20,295 to the Edinburgh Phase 5 projects (WA1586 and SW1586) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Water Project Fund:451			
Edinburgh Phase 5 (WA1586)			
Revenues			
451-0000-391-4500 From the Water Fund	0	27,162	27,162
Totals:	0	27,162	27,162
Expenditures:			
451-0000-605-9003 Improvements	0	27,162	27,162
Totals:	0	27,162	27,162

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Sewer Project Fund:452			
Edinburgh Phase 5 (SW1586)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	20,295	20,295
Totals:	0	20,295	20,295
Expenditures:			
452-0000-606-9003 Improvements	0	20,295	20,295
Totals:	0	20,295	20,295

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 7th day of October 2014, by and between Danny Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

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

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 1296 LF of Waterline and 1528 LF of Sewerline to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$51,965.42. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

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

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

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

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

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

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

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

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

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

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

Developer

Dennis R. Phillips, Mayor

Approved as to form:

J. Michael Billingsley, City Attorney

Attest:

James Demming, City Recorder

Materials Agreement

Project: Edinburgh Phase V
 Date: August 29, 2014
 Developer: The Edinburgh group

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41828	6" Mj Di accessory kit	4.00	ea	\$16.00	\$64.00
40835	8" joint restraint kit	23.00	ea	\$45.00	\$1,035.00
41864	8" x 18' DI push on pipe	75.00	jt	\$280.00	\$21,000.00
42100	8 " x" 8" mj tee	3.00	ea	\$110.00	\$330.00
42115	3.6' bury hydrant	1.00	ea	\$1,250.00	\$1,250.00
42149	8" tapped tee w 2" tap	2.00	ea	\$95.00	\$190.00
42325	6' mj gate valve	1.00	ea	\$440.00	\$440.00
42335	8" mj gate valve	4.00	ea	\$660.00	\$2,640.00
42845	6" x 18" mj anchoring coupling	1.00	ea	\$98.00	\$98.00
43031	8" x 8" x 6" anchoring tee	1.00	ea	\$115.00	\$115.00
Building code					
Receipt To:					
Subtotal:	451-0000-208-1250				\$27,162.00
Sales Tax:	451-0000-207-0201			9.50%	\$2,580.39
Project #	WA1586			Water Total:	\$29,742.39
Expense To:					
Water acct. #	451-0000-605-9003				



MATERIALS AGREEMENT Development Chart

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	4	1	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	5	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07		2	Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 96	72	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	15	11	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	3	3	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	26	14	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	4	4	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	19	10	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 23	22	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	34	27	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	6	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13			Closed
	TOTAL	786	\$1,232,346.24		282	211	

Revised 09/23/14





AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund and General Project Fund Budgets

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

Action Form No.: AF-266-2014
 Work Session: October 6, 2014
 First Reading: October 7, 2014

Final Adoption: **October 21, 2014**
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the ordinance.

Executive Summary:

The Board of Education approved fiscal year 2015 budget amendment number one at their meeting on October 2, 2014. This amendment increases estimated revenues and appropriations within the General Purpose School Fund budget by \$593,000. Increases in estimated revenues include \$175,000 in BEP funds, \$400,000 in Fund Balance appropriations, and \$18,000 in Early Childhood fees. Increases in appropriations include \$130,000 for 2 teaching positions, \$245,000 for student computers, \$200,000 for capital outlay, and \$18,000 for early childhood programs.

The Fund Balance appropriation will leave a remaining Fund Balance of \$3,556,463, which is 5.3% of the FY 2015 operating budget.

The General Project Fund budget is being amended by moving \$200,000 of Build America Bond proceeds from the Overlook Road project to the Legion Center renovation project. The funding in the Overlook Rd. project will be replaced by moving \$200,000 of GO Bond funds from the Legion Center project. This is necessary in order to expense the Build America Bond funds prior to December 31, 2014.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund and General Project Fund Budgets

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

Action Form No.: AF-266-2014
 Work Session: October 6, 2014
 First Reading: October 7, 2014

Final Adoption: October 21, 2014
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the ordinance.

Executive Summary:

The Board of Education approved fiscal year 2015 budget amendment number one at their meeting on October 2, 2014. This amendment increases estimated revenues and appropriations within the General Purpose School Fund budget by \$593,000. Increases in estimated revenues include \$175,000 in BEP funds, \$400,000 in Fund Balance appropriations, and \$18,000 in Early Childhood fees. Increases in appropriations include \$130,000 for 2 teaching positions, \$245,000 for student computers, \$200,000 for capital outlay, and \$18,000 for early childhood programs.

The Fund Balance appropriation will leave a remaining Fund Balance of \$3,556,463, which is 5.3% of the FY 2015 operating budget.

The General Project Fund budget is being amended by moving \$200,000 of Build America Bond proceeds from the Overlook Road project to the Legion Center renovation project. The funding in the Overlook Rd. project will be replaced by moving \$200,000 of GO Bond funds from the Legion Center project. This is necessary in order to expense the Build America Bond funds prior to December 31, 2014.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One

Funding source appropriate and funds are available: js

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2014-15 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number One to increase the estimated revenue for BEP Funds by \$175,000; the estimated revenue for Fund Balance Appropriations by \$400,000; and the estimated revenue for Adams-Early Childhood Fees by \$18,000. The expenditure budget will be changed by increasing the appropriation for Teacher Salaries and Benefits by \$130,000; the appropriation for Technology Instructional Equipment by \$245,000; the appropriations for Adams-Early Childhood program by \$18,000; and the appropriation for Capital Outlay by \$200,000. In addition the General Project Fund budget will be amended by transferring \$200,000 of Build America Bond funds from the Overlook Road project (GP1023) to the Legion Center project (GP1233); and by transferring \$200,000 of General Obligation bonds from the Legion Center project (GP1233) to the Overlook Road project (GP1023).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 141: School Fund			
Revenues:	\$	\$	\$
141-0000-338-6510 BEP Revenue	25,095,000	175,000	25,270,000
141-0000-349-3585 Adams – ECLC Fees	112,000	18,000	130,000
141-0000-392-0100 Fund Balance Appropriation	600,609	400,000	1,000,609
Totals:	25,807,609	593,000	26,400,609

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Expenditures:			
	\$	\$	\$
141-7150-711-0116 Reg. Inst.-Teacher Salaries	21,675,550	99,000	21,774,550
141-7150-711-0201 Reg. Inst.-Social Security	1,359,450	6,200	1,365,650
141-7150-711-0204 Reg. Inst.-Retirement	2,038,150	9,000	2,047,150
141-7150-711-0206 Reg. Inst.-Life Insurance	93,150	400	93,550
141-7150-711-0207 Reg. Inst.-Medical Insurance	3,773,650	13,400	3,787,050
141-7150-711-0209 Reg. Inst.-Disability Insurance	45,450	400	45,850
141-7150-711-0210 Reg. Inst.-Unemployment	24,750	200	24,950
141-7150-711-0212 Reg. Inst.-Medicare	317,700	1,400	319,100
141-7161-711-0722 Technology-Inst. Equipment	225,031	245,000	470,031
141-7313-861-0189 Adams ECLC-Other Salaries	56,500	18,000	74,500
141-7650-871-0707 Capital Outlay-Building Imp.	355,566	200,000	555,566
Totals:	29,964,947	593,000	30,557,947

Fund 311: General Project Fund
Overlook Road Improvements(GP1023)

Revenues:

311-0000-368-1037 2009D BABS GO Bonds
 311-0000-368-1041 2012C GO Bonds

Total:

\$	200,000	\$	(200,000)	\$	0
	0		200,000		200,000
	200,000		0		200,000

School System Improvements (GP1233)

Revenues:

311-0000-368-1041 2009D BABS GO Bonds
 311-0000-368-1041 2012C GO Bonds

Total:

\$	0	\$	200,000	\$	200,000
	200,000		(200,000)		0
	200,000		0		200,000

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

 DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

 JAMES H. DEMMING, City Recorder

 J. MICHAEL BILLINGSLEY, City Attorney

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

October 2, 2014

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2014-2015
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: BEP FUNDS

The approved FY 2105 has an estimate of BEP funds in the amount of \$25,095,000. This amount was based on the May estimate provided by the State. The final allocation is in the amount of \$25,270,000. This is \$175,000 above the May estimate. It is recommended that the estimate for BEP funds be increased by \$175,000.

ITEM TWO: FUND BALANCE APPROPRIATION

Kingsport City Schools ended the FY 2014 year with an Unreserved Fund Balance of \$4,271,463. There was \$315,000 of these funds that were appropriated in the FY 2105 budget for one-time expenditures. This reduces the total to \$3,956,463. It is recommended that an additional \$400,000 of these funds be appropriated for the purchase of student computers and various capital outlay expenditures. This will bring the Total of the Unreserved Fund Balance to \$3,556,463. This amount represents 5.3% of the FY 2015 operating budget.

ITEM THREE: TEACHING POSITIONS

There were 10.5 new teaching position included in the FY 2015 budget. So far we have added 11.5 teachers and there is a possibility that we will have to add an additional teacher. It is recommended that the salary and benefit accounts for teachers be increased by \$130,000 (\$65,000*2), to fund the addition of 2 teaching positions. These funds will come from the increase in BEP Funds.

ITEM FOUR: STUDENT COMPUTER PURCHASE

In the current approved budget there has been \$100,000 of the technology budget dedicated to the purchase of student computers. It is also planned that \$200,000 of the textbook budget will be reallocated for the purchase of these devices. It is recommended that the appropriation for Technology Instructional Equipment be increased by an additional \$245,000. These funds will come from the remaining BEP funds (\$45,000) and from the Fund Balance appropriation (\$200,000, item 2 above). This will provide funding of \$545,000 for the Purchase of student computers.

ITEM FIVE: CAPITAL OUTLAY

At the September Board of Education meeting the Board approved the purchase of the property located at 1810 East Center Street. In addition there is a property located at 2316 Overlook Road, which the property owners are willing to sell. In addition, The Robinson classroom project was funded by the current year budget for CIP projects. The total amount for this project is approximately \$80,000. This used over 25 % of the \$300,000 budget. It is recommended that the Capital Outlay budget be increased by \$200,000. This will fund the purchase of the two

properties and the Robinson Classroom project. There should be some funds remaining, but that amount is unknown at this time. Any excess funds will be used to fund additional capital improvement projects. These funds will come from the Fund Balance appropriation, as described in item two above.

ITEM SIX: JOHN ADAMS ECLA BUDGET

The staff at John Adams Elementary School would like to increase their operations of the ECLA program to include infants through pre-school. They are currently only serving 3 and 4 year olds. It is planned to start an infant program at the beginning of the second semester of the current year. They would start the toddler program at the beginning of next school year. In order to expand the program this January, it is recommended that the estimated revenues and appropriations for the Adams ECLA program be increased by \$18,000.

GENERAL PROJECT FUND

There is a project for improvements to Overlook Road. There has been no activity on this project, as we have been waiting on acquiring all of the properties on Overlook Road. This project was funded with \$200,000 of Build America Bonds. The proceeds from the Build America Bonds must be expended by December 31, 2014. At this time it is clear that the funds will not be spent on Overlook Road Improvements, but there has been other projects that are complete that have been funded with other sources. The Legion Center renovations were funded with \$660,000 of City General Obligation Bonds.

In order to satisfy the requirements of the Build America Bonds, it is recommended that \$200,000 of the City General Obligation bonds be transferred to the Overlook Road project and that \$200,000 of the Build America Bonds be transferred to the Legion Center project. The Legion Center project is complete and the funds have already been spent.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Open Enrollment Period and Certain Plan Design Changes for the City of Kingsport Self-Funded Health Insurance Program and Authorizing the Mayor to Sign Documentation Necessary to Effect These Changes

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

Action Form No.: AF-272-2014
 Work Session: October 20, 2015
 First Reading: N/A

Final Adoption: October 21, 2015
 Staff Work By: Terri Evans
 Presentation By: Terri Evans

Recommendation:

Approve the resolution.

Executive Summary:

An open enrollment for health insurance was held in the spring of this year in conjunction with the retirement incentive package. Traditionally, open enrollment is held every other year in the fall. So, open enrollment period would have been this fall. The resolution authorizes an open enrollment period from October 27, 2014 through November 21, 2014, with those enrollees having a health insurance effective date of January 1, 2015.

Additionally, the plan design is evaluated annually to determine alignment with similarly situated employers and regional norms. Attached are the recommended plan design changes. With approval of the resolution, the changes will be effective January 1, 2015.

Attachments:

1. Resolution

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

A RESOLUTION AUTHORIZING AN OPEN ENROLLMENT
TO THE SELF-FUNDED HEALTH INSURANCE PLAN;
AMENDING THE PLAN DOCUMENTS TO INCLUDE THE
PLAN DESIGN CHANGES AND AUTHORIZING THE
MAYOR TO EXECUTE THE AMENDMENT AND ANY AND
ALL DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city provides an open enrollment to the self-funded health insurance plan for employees every other year, generally, in October; and

WHEREAS, earlier this year the city offered an open enrollment for health insurance, and the city would like to offer another open enrollment to qualified active employees, other than school employees, from October 27, 2014 through November 21, 2014, with the effective date of the plan being January 1, 2015; and

WHEREAS, the plan design has been evaluated, and it is recommended to change the plan design for active employees and retirees as follows:

**City of Kingsport Proposed Health Insurance Plan Design
Changes Effective 1/1/15**

Benefit	Active Employees		Retirees	
	Current 2014	Proposed 2015	Current 2014	Proposed 2015
Primary Care Physician Co-Pay	20.00	25.00	30.00	35.00
Urgent Care Center Co-Pay	20.00	30.00	30.00	40.00
Specialty Physician Co-Pay	40.00	45.00	50.00	55.00
Emergency Room Co-Pay	100.00	150.00	100.00	150.00
Individual Deductible	350.00	450.00	550.00	650.00
Individual Out of Pocket Maximum	1,200.00	1,500.00	1,500.00	1,800.00
Family Maximum Deductible	700.00	900.00	1,100.00	1,300.00
Family Out of Pocket Maximum	2,400.00	3,100.00	3,000.00	3,600.00
Generic Prescription Co-Pay	10.00	10.00	10.00	10.00
Brand Formulary Co-Pay	25.00	35.00	30.00	40.00
Brand Non-Formulary Co-Pay	45.00	75.00	50.00	80.00

WHEREAS, the plan design changes show as proposed will be in effect January 1, 2015.

Now therefore,

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

SECTION I. That the self-funded health insurance plan is amended if needed to provide for an open enrollment and proposed plan design changes and the city manager is authorized to provide for an open enrollment for health insurance for eligible city employees, other than school employees, which open enrollment will be from October 27, 2014 through November 21, 2014, with health insurance for such enrollees effective January 1, 2015, and the same is approved.

SECTION II. That the self-funded health insurance plan is amended to reflect the proposed plan design changes as set out above and such changes are approved.

SECTION III. That the mayor is authorized to execute any documents necessary and proper to execute the proposed design plan changes and to effectuate the purpose of this resolution.

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

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

ADOPTED this the 21st day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Renew the Workers Compensation Excess Insurance Coverage through Safety National Insurance Company and Authorizing the Mayor to Sign All Necessary and Proper Documents to Implement the Renewal

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

Action Form No.: AF-278-2014
Work Session: October 20, 2014
First Reading: N/A

Final Adoption: October 21, 2014
Staff Work By: T. Evans
Presentation By: T. Evans

Recommendation:

Approve the resolution.

Executive Summary:

Our Excess Risk Workers Compensation insurance coverage has been through Safety National Insurance Company for several years. They have agreed to renew the insurance at the current statutory limits with a \$500,000 self-insured retention. Quotes on equal coverage limits were received by our local third party administrator, Tri-State Claims Service, from several other carriers, and none were lower than the rate by Safety National for equal coverage. The 2015 premium will be \$145,309.00.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT WITH SAFETY NATIONAL INSURANCE CORPORATION FOR WORKERS' COMPENSATION REINSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Safety National Insurance Corporation is the provider of worker's compensation reinsurance for the city's self-insured worker's compensation program; and

WHEREAS, the agreement with Safety National Insurance Corporation provides for renewal; and

WHEREAS, the city desires to renew the agreement with Safety National Insurance Corporation to provide workers compensation reinsurance coverage for the city's self-funded workers compensation insurance plan effective January 1, 2015 through December 31, 2015;

Now therefore,

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

SECTION I. That the renewal of the agreement with Safety National Insurance Corporation to provide worker's compensation reinsurance for the city's self-insured worker's compensation program effective January 1, 2015 through December 31, 2015, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, an agreement with Safety National Insurance Corporation to provide worker's compensation reinsurance for the city's self-insured worker's compensation program for the city's property effective January 1, 2015 through December 31, 2015, and all other documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 21st day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Approving a Revocable License to Permit Center Place Association to Use a Small Part of the Area of the Parking Garage Designed for Dumpster Use to Install Some HVAC Units and Authorizing the Mayor to Sign the Needed Documents

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

A handwritten signature in black ink, appearing to read "Jeff Fleming".

Action Form No.: AF-275-2014
 Work Session: October 20, 2014
 First Reading: N/A

Final Adoption: October 21, 2014
 Staff Work By: McCart/Billingsley
 Presentation By: J. Fleming/M. Billingsley

Recommendation:

Approve the resolution.

Executive Summary:

The city owns a recessed service area in the downtown parking garage. The service area is located off of the alley behind the parking garage and was originally designed as an area to house a dumpster. Center Place Association, an owner of the private property portion of the garage, has approached the city about using a small part of that space for the placement of HVAC units. The license, a draft of which is contained in the resolution, authorizes the use and includes the following requirements:

- Units will be placed on an engineered deck approved by the City of Kingsport Building Official at least 8 feet above the floor of the service area.
- The deck supporting the HVAC units shall be designed in a way to allow space for the future placement of a dumpster or other trash, garbage or recycle receptacles, as may be needed.
- It will be the responsibility of Center Place Association to obtain all permits for the work and approval from Atmos Energy, as it pertains the existing gas meters.
- All future maintenance of the deck and the units will be the responsibility of Center Place Association and not the City of Kingsport.
- All plans and inspections must be approved by the City of Kingsport Building Official.

Additional requirements can be found in the attached resolution.

Attachments:

1. Resolution
2. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT WITH CENTER PLACE ASSOCIATION TO USE A SMALL PART OF THE DOWNTOWN PARKING GARAGE DESIGNATED FOR A DUMPSTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE REVOCABLE LICENSE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE REVOCABLE LICENSE AGREEMENT

WHEREAS, a building adjacent to the city owned parking garage is owned by Center Place Association for a private loft area; and

WHEREAS, the parking garage has a small area that opens to the adjacent alley that was design for a dumpster; and

WHEREAS, Center Place Association would like to obtain a license to use a small part of that dumpster area for the placement of privately owned HVAC unit(s); and

WHEREAS, the revocable license agreement will set out requirements for the use of the property for the HVAC units(s).

Now therefore,

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

SECTION I. That a revocable license agreement with Center Place Association for use of a specific portion of the downtown parking garage for the installation of privately owned HVAC unit(s), is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the revocable license agreement with Center Place Association for use of a specific portion of the downtown parking garage for the installation of privately owned HVAC unit(s), and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the revocable license agreement or this resolution, said revocable license agreement being as follows:

REVOCABLE LICENSE AGREEMENT

This License Agreement ("License") is entered into on the ___ day of October, 2014, ("Effective Date") by and between the CITY OF KINGSPORT, ("Licensor"), and CENTER PLACE ASSOCIATION, ("Licensee").

RECITALS:

- A. Licensor is the owner of that certain real property described in a deed of record in Deed Book 3003, page 1361 in the Office of the Register of Deeds for Sullivan County at Blountville, such property commonly known as the downtown parking garage (the "Parking Garage").
- B. Licensee is the owner of that certain real property described in a deed of record in Deed Book 3071, page 2287 in the Office of the Register of Deeds for Sullivan County at Blountville, which includes a building (the "Center Place") adjacent to the Parking Garage.
- C. An area designed for dumpsters, as shown in Exhibit A hereto (the "Property") to serve the Parking Garage and the Center Place Building is located in the Parking Garage and is open to the adjacent alley.

D. Licensee desires to obtain a license from Licensor to enter upon the Property for the purposes of undertaking certain work that includes installation of and maintaining HVAC units in a location on the Property (collectively the "Work") designated by Licensor and subject to the terms and obligations set out in this License.

E. Upon completion of the installation of the HVAC units Licensee is willing to assume maintenance and repair of the Work thereafter.

F. Licensor is willing to grant a license to Licensee on the terms and conditions hereinafter set forth. NOW, THEREFORE, for valuable consideration paid by the Licensee to the Licensor, the receipt of which is acknowledged, and the Recitals set out above, the Parties agree as follows:

Section 1. Grant of License and Annual Fee

1.1 Licensor grants to Licensee, subject to the conditions and covenants of this License, a revocable license ("License") for the purposes of constructing, repairing, maintaining, and using the Work together with necessary rights of ingress and egress over the Property in the location described in Exhibit A, attached and incorporated by this reference. No other use of the Property shall be permitted.

1.2 For such license, Licensee shall pay to Licensor a license fee of Twenty-five Dollars (\$25.00) per year, due and payable on the first business day of November each calendar year beginning with November 3, 2014.

Section 2. Nonexclusive License

2.1 This License is nonexclusive. Licensor continues to maintain and control the Property, including, without limitation, the granting of additional licenses.

Section 3. Prior Rights

3.1 This License is made subject and subordinate to the prior and continuing right and obligation of Licensor, its successors and assigns, to use the Property for one or more dumpsters or other trash, garbage or recycling receptacles. There is reserved unto Licensor, its successors and assigns, the right to construct, reconstruct, maintain, and use existing and future facilities and appurtenances, in, upon, over, under, across, and along the Property. Further, this License is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title which may affect the Property. Nothing in this License shall be construed as a covenant against the existence of any of these.

Section 4. Term of License and Condition Precedent

4.1 As a condition precedent and prior to entry on the Property by Licensee, Licensee shall have paid the License fee, provided satisfactory proof of insurance as set out in Section 10, and shall have had a site specific work plan approved by Licensor. The term of this License shall commence on the Effective Date. This License shall continue until it is terminated as set forth herein:

(a) Either party may terminate this License by giving the non-terminating party written notice at least thirty (30) days before the effective date of termination. Said termination will not be deemed a breach by either party. 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.

(b) Upon Licensee's discontinuance of the use of any of the Work for six (6) months or abandonment and removal of the Work. In removing the Work from the Property, Licensee agrees to restore the Property to its condition prior to installation of the Work.

(c) Failure of Licensee to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this License is a default by Licensee, and if the Licensee fails to correct such default within thirty (30) days after receipt of notice from Licensor to do so, Licensor may immediately terminate this License by notice to Licensee.

4.2 Upon termination of the License for any reason, Licensee shall, at its own cost and within thirty (30) days after the date of the date the License is deemed terminated, remove the Work from the Property and restore the Property to the condition that it was in as of the date Licensee entered the Property to commence construction of the Work. If Licensee fails to remove the Work and restore the Property, Licensor may remove the Work and restore the Property at the expense of Licensee, and Licensee agrees to pay to Licensor for such upon demand. Licensee's indemnity obligations set forth in Section 8 and Section 10 shall survive termination of the License.

Section 5. Lapse of Agreement

5.1 The rights granted by this License to Licensee shall lapse and become void if the construction of the Work is not commenced within six (6) months of Effective Date of this License.

Section 6. Performing the Work, Repair and Maintenance

6.1 Licensee shall bear the entire cost and expense of operating, repairing, and maintaining the Work on the Property. This maintenance obligation shall survive the termination of this License. Licensee agrees that all work upon or in connection with the Work shall be done at such times and in such manner so that it will not interfere in any way whatsoever with the operations of Licensor, its tenants or licensees. The plans for constructing the Work shall be subject to the approval of Licensor.

Approval by Licensor shall not constitute a warranty by Licensor for any purpose, including that such plans are in conformance with applicable federal, state, and/or local codes and regulations.

6.2 Licensee agrees to provide Licensor ten (10) calendar days of written notice prior to commencement of any work on the Work, except emergency repairs, in which event Licensee shall notify Licensor's day to day contact in Section 12 by telephone. Licensee shall contract Licensor to make arrangements to ensure the safe performance of any work. Licensee agrees to keep the Property and the Work in good and safe condition, free from waste, so far as affected by Licensee's operations, to the reasonable satisfaction of Licensor. If Licensee fails to keep the Property and the Work in good and safe condition, free from waste, then Licensor may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Licensor upon demand. Additionally, Licensor may terminate this License pursuant to Section 4 without limiting its remedies.

6.3 All work by Licensee upon the Property shall be performed in a good and workman-like manner satisfactory to Licensor. Any open holes shall be satisfactorily covered at all times when Licensee's forces are not physically working in the actual vicinity. Upon completion of work, all holes will be filled in to meet the surrounding ground level with clean, compacted, earthen material and the Property left in a neat and safe condition reasonably satisfactory to Licensor.

6.4 All HVAC units shall be placed on an engineered deck approved by the City of Kingsport Building Official at least 8 feet above the floor of the Property. The deck supporting the HVAC units shall be designed in such a way as to allow space for the future placement of a dumpster or other trash, garbage or recycle receptacles. Licensee shall be responsible for obtaining all permits for the Work and approval from Atmos Energy, as it pertains the existing gas meters. All future maintenance the Work, including the deck and the units, shall be the sole responsibility of Licensee. All plans and inspections of the Work must be approved by the City of Kingsport Building Official.

6.5 Licensee agrees to reimburse Licensor for the cost and expense to Licensor of furnishing any materials or performing any labor in connection with the construction and maintenance or removal of the Work. Prior to incurring any cost or expense, Licensor shall reasonably notify Licensee of the same. Said reimbursement shall be paid by Licensee to Licensor within thirty (30) days after demand.

6.6 Licensee shall fully pay for all materials joined or affixed to the Property, and shall pay in full all persons who perform labor on Property. As Licensor is a public entity, its Property is not subject to mechanics' or materialmen's liens, and nothing in this License shall be construed to make the Property or Parking Garage subject to such liens. In the event any such liens are filed, Licensee shall immediately remove them at Licensee's own expense, and shall pay any judgment which may be entered. Should Licensee fail, neglect, or refuse to do so, after forty-eight (48) hours prior notice to Licensor, Licensor shall have the right to pay any amount required to release any such liens, or to defend any action brought, and to pay any judgment entered. Licensee shall be liable to Licensor for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment.

6.7 Licensee shall cooperate with Licensor in making any tests Licensor requires of any installation or condition which in Licensor's reasonable judgment may have an adverse effect on any of the facilities of Licensor. All costs incurred by the tests, or any corrections required as a result of such tests, shall be paid by Licensee.

6.8 Any damage to the Property or the Parking Garage resulting from the Work or Licensee's operations will be repaired or replaced by Licensor, at Licensee's sole cost and expense, which Licensee shall pay to Licensor promptly upon demand.

6.9 Licensee shall notify Licensor the date the construction or installation of the Work is completed. Upon such completion, Licensee shall promptly remove from the Property all tools, equipment, and materials placed thereon by Licensee or its agents. Except for the construction and improvements authorized herein, Licensee shall restore the Property to the same state and condition as when Licensee entered thereon and shall leave the Property in a clean and presentable condition.

Section 7. Fees

7.1 Licensee shall pay all costs associated with permitting, construction, installation, upkeep or other expense for the Work.

Section 8. Hazardous Materials

8.1 As used in this License, the term "Hazardous Materials" shall mean any substances defined as or included within the definition of "hazardous air pollutants", "hazardous constituents", "hazardous substances", "solid waste", "hazardous pollutants", "hazardous materials", "oil", or "toxic pollutants", as those terms are used in or defined in regulations promulgated pursuant to the Resource Conservation and Recovery Act (42 U.S.C. §. 9601 et seq.) and including those chemicals listed in Appendix IX of 40 C.F.R. Part 264 adopted thereunder; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. § 6901 et seq.) as amended by the Superfund Amendments and Reauthorization Act in 1986, Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251

et seq.); or the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.(including the definition at 49 C.F.R. § 172.101); any "PCB's" or "PCB items" (including the definition at 40 C.F.R. § 761.3); or any "asbestos" (including the definition at 40 C.F.R. § 763.63). All such laws and like statutes or regulations relating to protection of human health, the environment, or worker health and safety are collectively referred to herein as "Environmental Laws."

8.2 Other than minor amounts of materials necessary for the Work to be performed on the Property, no hazardous materials shall be handled or stored at any time upon the Property or Parking Garage. In the event of leakage or spillage from the Work or any vehicle in the control or custody of Licensee or any contractor or agent for Licensee ("Leakage"), Licensee shall, at its own expense, promptly clean the Property or Parking Garage to the satisfaction of Licensor, the Tennessee Department of Environment and Conservation, and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state, or local environmental regulations incurred by Licensor or Licensee as a result of any Leakage or breach of this section shall be borne by Licensee, including any fines and judgments levied against Licensor, the Property or the Parking Garage.

8.3 Licensee covenants and agrees from the date hereof and for so long as this License shall remain in effect not to cause or permit the presence, use, generation, release, threat of release, discharge, storage, disposal or transportation of any Hazardous Materials on, under, in, about, near, to or from, the Property and the Parking Garage, except in compliance with all Environmental Laws.

8.4 Licensee, to the maximum extent provided by Tennessee law, agrees to exonerate, indemnify, pay and protect, defend (with counsel reasonably approved by Licensor) and save Licensor, harmless from and against and to reimburse Licensor for all claims (including, without limitation, third party claims whether for personal injury or real or personal property damage or otherwise), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorney and paralegal fees and expenses, consultant fees and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise at any time from the release, threat of release or suspected release by Licensee of any Hazardous Materials in or into the air, soil, groundwater or surface water at, on, about, under, from or within the Property or Parking Garage. In the event Licensor shall suffer or incur any such Costs, Licensee shall pay such Costs to Licensor upon demand. This obligation, including the indemnity, shall survive termination of this License.

8.5 If at any time any investigation or monitoring of site conditions or any cleanup, containment, restoration, removal or other remedial work due to Licensee's actions and/or activities at the Property or Parking Garage during the term of the License (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any laws, regulations, orders or agreements affecting the Property, Licensee shall either perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement, or shall promptly reimburse Licensor for the cost of such Remedial Work. All costs and expenses of such Remedial Work shall be paid by Licensee. Prior to the implementation of any Remedial Work, Licensee shall provide Licensor with written proposed plans, work plans, sampling location maps and schedules for Licensor's review and approval, such approval not to be unreasonably withheld. If Licensee shall fail to timely commence, or cause to be commenced, or fail to diligently pursue to completion such Remedial Work, Licensor may cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Costs. All such Costs shall be due and payable upon demand therefor by Licensor. This obligation shall survive termination of this License.

8.6 Licensee shall promptly notify Licensor in the event of the discovery of Hazardous Materials on or at the Property.

8.7 Licensee shall further promptly forward to Licensor copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge, spillage, use, or the discovery of Hazardous Materials or any other matters relating to any Environmental Laws as they may affect the Property, directly or indirectly.

8.8 In the event Licensee is required to report any environmental matters, including discharges, spills and releases, or such reporting is advisable, Licensee shall first inform Licensor of such incident and shall cooperate with Licensor on the best way to address the environmental matter and how to structure any report to the proper authorities.

Section 9. Assumption of Risk

9.1 Licensee shall assume all risk of damage to the Work and appurtenances and to any other property of Licensee, or any property under the control or custody of Licensee while upon or near the Property or Parking Garage incident to the construction or maintenance of the Work, caused by or contributed to in any way by the construction, operation, maintenance or presence of Licensor's operations on the Property; provided, however, such assumption by Licensee shall not include any

damage caused by the sole negligence and/or willful misconduct of Licensor, its agents or employees. Licensee releases Licensor from any liability, including claims for damages or extra compensation, arising from construction delays due to Licensor's operations.

Section 10. Indemnity and Insurance

10.1 Licensee shall release, defend (with counsel reasonable satisfactory to Licensor) and indemnify Licensor, its successors and assigns and their directors, officers, employees, and agents (collectively, "Indemnitees") from and against all liability, cost, and expense for loss of, or damage to, property and for injuries to, or death of, any person (including, but not limited to, the property and employees of each party) when arising or resulting from the use of the Property by Licensee, its agents, employees, contractors, subcontractors, or invitees; or Licensee's breach of the provisions of this License. It is the express intent of the parties under this Section 10 that Licensee shall, to the maximum extent permitted by Tennessee law, indemnify and hold harmless the Indemnitees from any and all claims, suits, or actions arising from any cause whatsoever as set forth above, other than the sole negligence, willful misconduct, or criminal acts of the Indemnitees. Licensee waives any and all rights to any type of express or implied indemnity against the Indemnitees arising out of Licensee's use of or activities on the Property. This indemnity shall survive termination of this License. In the event any part or term of this section 10 is found to be void or unenforceable, it is the intent of the parties that the remainder of the provision and this section shall remain in full force and effect.

10.2 Prior to entry upon the Property, Licensee shall provide Licensor with satisfactory evidence, in the form of a Certificate of Insurance, that Licensee is insured in accordance with this Section 10, which insurance shall remain in effect throughout the term of this License

10.3 At all times during the term of this License, Licensee shall maintain in full force and effect a policy(ies) of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name Licensor as an additional insured thereunder. All of such insurance shall insure the performance by Licensee of this indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by Licensor and shall contain a provision that Licensor, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to Licensor, its agents and employees or the property of such persons, by reason, in whole or in part, of the negligence of Licensee. Such policy(ies) shall waive any right of subrogation against Licensor. Such policy(ies) shall expressly provide that such policy(ies) shall not be canceled or altered without thirty (30) days prior written notice to Licensor. Licensor shall be named as an additional insured on all such policies.

10.4 Licensee further agrees that each such policy of insurance, and all other policies of insurance on the Property, including, without in any way limiting the generality of the foregoing, workmen's compensation, general liability and business interruption insurance, if obtained by Licensee, whether required by the provisions of this License or not, shall be made expressly subject to the provisions of this Section 10, and shall provide (to the extent such a waiver can be obtained) that Licensee's insurers thereunder waive any right of subrogation against Licensor. All such policies shall provide that the same may not be canceled or altered without thirty (30) days prior written notice to the Licensor.

10.5 Licensee, prior to the commencement of the Work on the Property, shall provide Licensor with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this License, and which endorsements must provide Licensor the coverage set out herein and be acceptable to Licensor. Licensee also shall provide Licensor with a certificate of insurance for each policy required under this License showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to Licensor or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable. Additionally, Licensee shall provide certified copies of the policies of insurance required by this Lease and all endorsements thereto when requested by Licensor, but no less than annually during the term of this License.

10.6 The endorsements and certificate(s) of insurance shall stipulate:

(a) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Licensee is liable for under Section 8 and Section 10, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Licensor.

(b) The inclusion of the Licensor as an additional insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Licensee. Such policy(ies) shall protect Licensee and the Licensor in the same manner as though a separate policy

had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

10.7 All insurance provided for in this Section 10, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this License becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, Licensee shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this License.

Section 11. Compliance with Laws

11.1 Licensee shall comply, at Licensee's expense, with all applicable laws, regulations, rules, and orders with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal, and water and air quality. Licensee shall furnish satisfactory evidence of such compliance upon request of Licensor. Licensee shall also obtain, at Licensee's expense, any and all permits required for construction and operation of the Work.

Section 12. Notices

12.1 All notices required or permitted to be given under this License shall 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 Licensor or Licensee may, from time to time, respectively, designate in a written notice given to the other. Notices shall 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.

To Licensee: Center Place Association

To Licensor: Kingsport, Tennessee 3766
City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660
Attention: City Attorney

Day-to-day communications to Licensor regarding this License should be directed to:

City of Kingsport, Tennessee
Director of Public Works
225 West Center Street
Kingsport, Tennessee 37660
423-229-9528

Email address ryanmcreynolds@kingsporttn.gov

12.2 As an alternative, notices may be given by facsimile transmission, provided that a hard copy of said transmission shall be delivered to the addressee by nationally recognized overnight delivery service by no later than the second (2nd) business day following such transmission. Facsimiles shall 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.

Section 13. Relocation of License

13.1 In the event Licensor shall at any time require relocation, alteration or removal of the Work, Licensee, at Licensee's sole cost and expense, shall relocate, alter, or remove the Work within thirty (30) calendar days of receipt of written notice from Licensor to do so or such longer period as approved by Licensor. Licensor shall designate the location for Licensee to relocate the Work, if on property owned by Licensor. Any necessary property interests shall be obtained at Licensee's sole cost and expense. Licensee shall perform such relocation, alteration or removal in a manner and at such time satisfactory to Licensor. If Licensee fails to perform such, Licensor may perform such relocation, alteration or removal without any liability to Licensee and at the expense of Licensee, which expense shall, upon demand, be paid by Licensee. The provisions of this License shall apply to all work Licensee performs under this section 13.

Section 14. Successors and Assigns

14.1 The license granted herein is personal to Licensee and no right hereunder may be assigned or sublet, in whole or in part, and Licensee shall not permit any other person, firm, or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this License, without first obtaining the written consent of Licensor. Licensor may withhold its consent for any reason.

Section 15. No Waiver

15.1 No waiver of any default or breach of any covenant of this License by either party shall be implied from any omission by either party to take action on account of such default, if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term, or condition by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

Section 16. Partial Invalidity and Severability

16.1 In the event that any provision or portion of this License 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 License will not affect the validity or enforceability of any other provision or portion of the License.

Section 17. Attorneys' Fees

17.1 If any legal proceeding should be instituted by either party to enforce the terms of this License or to determine the rights of the parties under this License, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.

Section 18. Condemnation

18.1 In the event all or any portion of the Property is condemned for public use, Licensee shall not be entitled to any compensation from Licensor and any compensation for damages for taking the Property, and any damages for Licensee's license interest thereon awarded to Licensee shall be assigned to Licensor.

Section 19. Governing Law

19.1 The rights and liability of the parties under this License shall be interpreted in accordance with the laws of the State of Tennessee, excepting any conflict of law provisions which would serve to defeat application of State of Tennessee substantive law.

Section 20. Entire Agreement

20.1 This License constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this License. Any modification of or addition to this License must be in a writing signed by both parties.

Section 21. Counterparts

21.1 This License may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement.

Section 22. Jurisdiction, Waiver of Jury Trial, Venue

22.1 If a dispute arises between the parties concerning any aspect of this License, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee.

22.2 The parties waive their right to a jury trial.

22.3 Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts or federal for Kingsport, Sullivan County, Tennessee.

Section 23. License Not a Lease

23.1 This License is not a lease, but a revocable license and Licensee is limited to the use of the Property expressly and specifically described above. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

Section 24. Time of Essence

24.1 Time is and shall be of the essence of this License and of each and every provision contained in this License.

Section 25. No Third Party Beneficiaries

25.1 Nothing contained in this License shall be construed to create and the parties do not intend to create any rights in third parties.

Section 26. Construction of Agreement

26.1 The provisions in this License shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensor and Licensee agree that in the event any provision in this License is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this License.

26.2 Licensee and Licensor acknowledge that they have each contributed to the making of this License and that, in the event of a dispute over the interpretation of this License; the language of the License will not be construed against one party in favor of the other. This Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

26.3 Licensee and Licensor further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this License.

Section 27. Relationship

27.1 The parties intend by this License to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

Section 28. Captions

28.1 The captions in this License are for convenience only and are not a part of this License. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties have executed this License by their duly authorized representatives.

[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 revocable license agreement set out herein that do not substantially alter the material provisions of the revocable license 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, including permitting residential living space in the downtown area.

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

ADOPTED this the 21st day of October, 2014.

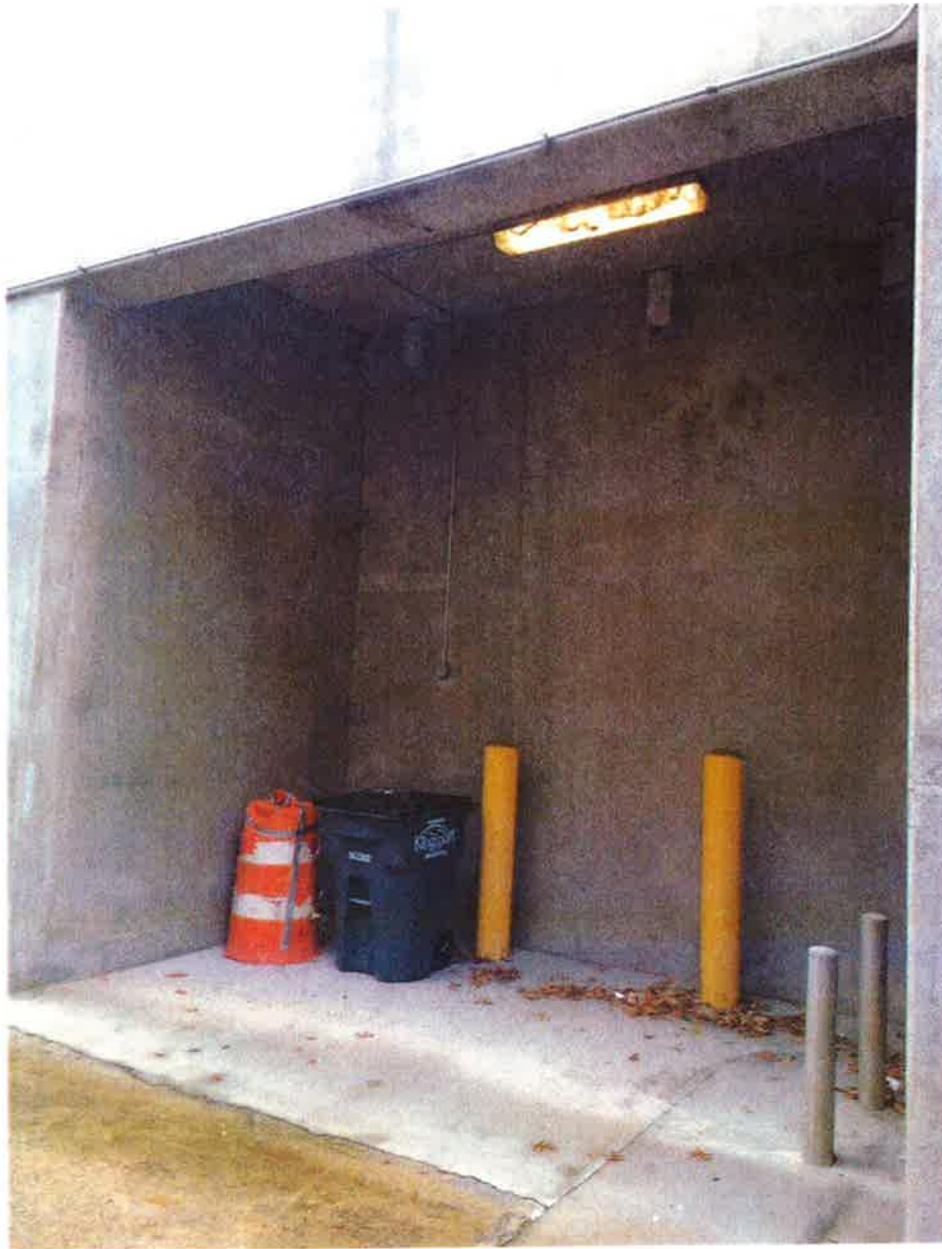
DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY





AGENDA ACTION FORM

Consideration of a Resolution Renewing the Property Insurance Coverage with Travelers Insurance Company and Authorizing the Mayor to Sign All Needed Documents

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager 
Action Form No.: AF-276-2014
Work Session: October 20, 2014
First Reading: N/A
Final Adoption: October 21, 2014
Staff Work By: T. Evans
Presentation By: T. Evans

Recommendation:
Approve the resolution.

Executive Summary:
For several years the city's property insurance coverage has been with Travelers Insurance Company. Travelers has agreed to renew the insurance at the current rate. Quotes on equal coverage limits were received by our local agent, BB&T/Kingsport Development Company, from several other carriers, and none were lower than the rate by Travelers of \$.04 per \$100 of covered value for general buildings and \$.03 per \$100 of covered value for the wastewater treatment facility. The 2015 premium will be \$194,564.00.

Attachments:
1. Resolution

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH TRAVELERS INSURANCE FOR CITY OF KINGSPORT PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city desires to renew the agreement with Travelers Insurance to provide specific insurance coverage for the city's property insurance plan effective January 1, 2015 through December 31, 2015;

Now therefore,

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

SECTION I. That the renewal of the agreement with Travelers Insurance to provide specific insurance coverage for the city's property insurance plan effective January 1, 2015 through December 31, 2015, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, an agreement with Travelers Insurance to provide property insurance coverage for the city's property effective January 1, 2015 through December 31, 2015, and all other documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 21st day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Increasing the Annual Limit of Medical Flexible Spending Accounts for Eligible Employees and Authorizing the Mayor to Sign all Needed Documents

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

Action Form No.: AF-274-2014
 Work Session: October 20, 2014
 First Reading: N/A

Final Adoption: October 21, 2014
 Staff Work By: L. Christian
 Presentation By: T. Evans

Recommendation:

Approve the resolution.

Executive Summary:

A Medical Flexible Spending Account allows an employee to deposit an amount of pretax earnings into an account, which can be used for certain qualified medical expenses. Prior to the Affordable Care Act one drawback of such accounts for employees was that the money in the account had to be used within a certain period of time or the employee lost it. Now the employee can carry over up to \$500 into the next year.

Sometime ago the city established Medical Flexible Spending Accounts for its eligible employees. The funds deposited by the employee can used to reimburse the employee for their out-of-pocket medical expenses, such as co-payments and deductibles. There is no contribution from the city to these accounts. Since the city began the accounts, the annual contribution limit an employee could make to the Medical Flexible Spending Account has been \$2,400 per year.

In 2013, as part of healthcare reform, the maximum annual limit an employee can make to these accounts is now \$2,500. The attached resolution increases the maximum annual contribution an employee can make to the Medical Flexible Spending Account to \$2,500, effective January 1, 2015.

Attachments:

- Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INCREASE OF THE ANNUAL LIMITS OF MEDICAL FLEXIBLE SPENDING ACCOUNTS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city makes medical flexible spending accounts available to eligible employees so they can contribute pre-tax dollars into an account from which they may be reimbursed their out-of-pocket medical expenses, such as co-payments and deductibles; and

WHEREAS, there is no contribution from the city into these accounts; and

WHEREAS, currently, the annual limit of the Medical Flexible Spending Account is \$2,400.00; and

WHEREAS, in 2013, as part of healthcare reform, the maximum annual limit was set at \$2,500.00; and

WHEREAS, the city would like to increase the maximum annual limit of the flexible spending account to \$2,500.00, which will be effective January 1, 2015.

Now therefore,

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

SECTION I. That the maximum annual limit of the flexible spending account offered to eligible employees of \$2,500.00, effective January 1, 2015, is approved.

SECTION II. That the mayor is authorized to execute any documents necessary and proper to implement the change and to effectuate the purpose of this resolution.

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

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

ADOPTED this the 21st day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of Approval of Offers for Easements and Right-of-Ways for Colonial Heights Springs Sanitary Sewer Extension Project – Phase II

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

Action Form No.: AF-271-2014
Work Session: October 20, 2014
First Reading: N/A
Final Adoption: October 21, 2014
Staff Work By: R. Trent, H. Clabaugh
Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to continue to extend sanitary sewer services to the Colonial Heights area, the Public Works Department has requested right-of-ways and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

This project is funded under #SW1501.

Attachments:

- 1. Project Location Map
- 2. Colonial Heights Sanitary Sewer Extension Project – Phase II Offers

Funding source appropriate and funds are available. *J. Smith*

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



PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE II

FIGURE I - MAP LOCATION

Colonial Heights- Phase 2- Sanitary Sewer Project Offers

Tax Map/Group/Parcel	Property Owner	Easement Area	Appraised Value
092I; C-001.00	Ms. Brenda J. Bishop	Perm. 1,590 Sq. Ft.	\$712.00
	Mr. Bradley Dewayne Bishop 913 Shadyside Drive Kingsport, Tennessee 37663	Temp. 2,121 Sq. Ft.	\$713.00
092I; C-002.00	Mr. & Mrs. Ray K. Greene	Perm. 1,514 Sq. Ft.	\$697.00
	909 Shadyside Drive Kingsport, Tennessee 37663	Temp. 2,018 Sq. Ft.	\$696.00
092I; C-003.00	Mr. & Mrs. Michael T. Way	Perm. 226 Sq. Ft.	\$104.00
	901 Shadyside Drive Kingsport, Tennessee 37663	Temp. 653 Sq. Ft.	\$226.00
092I; E-019.00	Mr. & Mrs. Meredith D. McCue 935 Shadyside Drive Kingsport, Tennessee 37663	Temp. 351 Sq. Ft.	\$131.00
092I; E-020.00	Mr. & Mrs. George C. Hunt	Perm. 902 Sq. Ft.	\$447.00
	3544 Wendover Drive Danville, Virginia 24541	Temp. 1,203 Sq. Ft.	\$448.00
092I; E-021.00	Hunt, Hunt, Barker & Reyes	Perm. 902 Sq. Ft.	\$447.00
	3544 Wendover Drive Danville, Virginia 24541	Temp. 1,203 Sq. Ft.	\$448.00
092I; E-022.00	Hunt, Hunt, Barker & Reyes	Perm. 1,491 Sq. Ft.	\$650.00
	3544 Wendover Drive Danville, Virginia 24541	Temp. 1,988 Sq. Ft.	\$650.00
092P; D-006.20	Ms. Judy White, et al	Perm. 1,519 Sq. Ft.	\$668.00
	728 Beechwood Drive Kingsport, Tennessee 37663	Temp. 1,034 sq. ft.	\$342.00
092P; D-007.00	Terry C. Casey 904 Scenic Court Kingsport, Tennessee 37663	Temp. 1,055 Sq. Ft.	\$330.00
092P; E-003.00	Mr. & Mrs. Kenneth Arrowood	Perm. 726 Sq. Ft.	\$303.00
	733 Beechwood Drive Kingsport, Tennessee 37663	Temp. 988 Sq. Ft.	\$308.00
092P; E-004.00	Mr. & Mrs. Seth U. Blevins	Perm. 1,115 Sq. Ft.	\$464.00
	737 Beechwood Drive Kingsport, Tennessee 37663	Temp. 1,418 Sq. Ft.	\$443.00
092P; E-005.00	Mr. & Mrs. Jacobus van der Merwe	Perm. 1,196 Sq. Ft.	\$493.00
	801 Beechwood Drive Kingsport, Tennessee 37663	Temp. 1,421 Sq. Ft.	\$439.00

092P; E-009.00	Ms. Amelia Hurst 813 Beechwood Drive Kingsport, Tennessee 37663	Perm. 225 Sq. Ft. Temp. 651 Sq. Ft.	\$94.00 \$203.00
092P; E-010.00	Mr. Steven M. Witt 817 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,505 Sq. Ft. Temp. 2,006 Sq. Ft.	\$626.00 \$626.00
092P; E-011.00	Mr. & Mrs. Ray L. Jackson 821 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,503 Sq. Ft. Temp. 2,004 Sq. Ft.	\$625.00 \$632.00
092P; E-012.00	Mr. & Mrs. Ray L. Jackson 821 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,518 Sq. Ft. Temp. 2,020 Sq. Ft.	\$619.00 \$619.00
092P; E-013.00	Mr. & Mrs. Ray L. Jackson 821 Beechwood Drive Kingsport, Tennessee 37663	Perm. 629 Sq. Ft. Temp. 717 Sq. Ft.	\$260.00 \$221.00
092P; E-017.00	Mr. Brian S. Reeves 633 Parkway Drive Kingsport, Tennessee 37663	Perm. 657 Sq. Ft. Temp. 687 Sq. Ft.	\$284.00 \$223.00
092P; E-020.00	Mr. & Mrs. Craig Stephen Lemons 621 Parkway Drive Kingsport, Tennessee 37663	Perm. 1,950 Sq. Ft. Temp. 1,300 Sq. Ft.	\$846.00 \$422.00
092P; E-021.00	Mr. & Mrs. James J. Winegar 617 Parkway Drive Kingsport, Tennessee 37663	Perm. 1,950 Sq. Ft. Temp. 1,300 Sq. Ft.	\$819.00 \$410.00
092P; E-022.00	BRV Rental Properties, LLC P.O. Box 5713 Kingsport, Tennessee 37663	Perm. 1,875 Sq. Ft. Temp. 1,250 Sq. Ft.	\$788.00 \$394.00
092P; E-023.00	Mr. & Mrs. Jason Wilson 609 Parkway Drive Kingsport, Tennessee 37663	Perm. 1,876 Sq. Ft. Temp. 1,249 Sq. Ft.	\$788.00 \$394.00
092P; E-024.00	Mr. & Mrs. Jose A. Menchaca 605 Parkway Drive Kingsport, Tennessee 37663	Perm. 1,785 Sq. Ft. Temp. 1,192 Sq. Ft.	\$750.00 \$376.00
092P; E-025.00	Mr. Herbert Daniel Wolfe 601 Parkway Drive Kingsport, Tennessee 37663	Perm. 1,523 Sq. Ft. Temp. 1,045 Sq. Ft.	\$640.00 \$329.00
092P; E-028.00	Mr. & Mrs. Jay Z. Huron 506 Foothills Road Kingsport, Tennessee 37663	Temp. 1,023 Sq. Ft.	\$362.00
092P; E-029.00	Mr. & Mrs. F. Conley McCauley 4312 Beechcliff Drive Kingsport, Tennessee 37663	Temp. 925 Sq. Ft.	\$300.00

092P; E-030.00	Mr. Tony G. Price 514 Foothills Road Kingsport, Tennessee 37663	Temp. 170 Sq. Ft.	\$300.00
092P; E-031.00	CSO Investments, LLC 136 Canterbury Place Bristol, Tennessee 37620	Temp. 1,116 Sq. Ft.	\$362.00
092P; E-032.00	Mr. & Mrs. Jud B. Barry 600 Foothills Road Kingsport, Tennessee 37663	Temp. 1,198 Sq. Ft.	\$380.00
092P; E-033.00	Mr. & Mrs. Christopher A. Wilson 604 Foothills Road Kingsport, Tennessee 37663	Temp. 1,001 Sq. Ft.	\$324.00
092P; E-034.00	Ms. Mary Sue Kaser 608 Foothills Road Kingsport, Tennessee 37663	Temp. 1,000 Sq. Ft.	\$324.00
092P; E-035.00	Nau Tran 612 Foothills Road Kingsport, Tennessee 37663	Temp. 828 Sq. Ft.	\$276.00
092P; E-038.00	Ms. Connie Jean Monday 624 Foothills Road Kingsport, Tennessee 37663	Perm. 2,222 Sq. Ft. Temp. 1,676 Sq. Ft.	\$987.00 \$558.00
092P; E-039.00	Mr. & Mrs. Spencer Fletcher, Sr. 628 Foothills Road Kingsport, Tennessee 37663	Temp. 1,479 Sq. Ft.	\$493.00
092P; H-001.00	Chris Smith Todd M. Smith 710 Foothills Road Kingsport, Tennessee 37663	Temp. 533 Sq. Ft.	\$163.00
092P; H-002.00	Mr. & Mrs. Jimmy D. Roller 714 Foothills Road Kingsport, Tennessee 37663	Temp. 902 Sq. Ft.	\$277.00
092P; H-003.00	Ms. Barbara Ann Stroud 718 Foothills Road Kingsport, Tennessee 37663	Temp. 1,443 Sq. Ft.	\$446.00
092P; H-004.00	Ms. Sheila M. Summerton 720 Foothills Road Kingsport, Tennessee 37663	Temp. 1,083 Sq. Ft.	\$361.00
092P; H-005.00	Ms. Stella Stevenson 728 Foothills Road Kingsport, Tennessee 37663	Temp. 2,379 Sq. Ft.	\$771.00

092P; H-006.00	Mr. Charles J. Dorling 736 Foothills Road Kingsport, Tennessee 37663	Perm. 1,885 Sq. Ft. Temp. 2,462 Sq. Ft.	\$762.00 \$746.00
092P; H-007.00	Ms. Julia Ann Rafalowski 740 Foothills Road Kingsport, Tennessee 37663	Temp. 1,494 Sq. Ft.	\$476.00
092P; H-008.00	Mr. John D. Bellamy 746 Foothills Road Kingsport, Tennessee 37663	Temp. 1,018 Sq. Ft.	\$312.00
092P; H-010.00	Mr. John D. Bellamy 746 Foothills Road Kingsport, Tennessee 37663	Temp. 1,011 Sq. Ft.	\$304.00
092P; H-009.00	Ms. Cindi M. Woods 1396 Ridgecrest Avenue Kingsport, Tennessee 37660	Temp. 1,012 Sq. Ft.	\$310.00
092P; H-011.00	Mr. & Mrs. Jonnie L. Darnell 750 Foothills Road Kingsport, Tennessee 37663	Temp. 1,013 Sq. Ft.	\$307.00
092P; H-012.00	Mr. & Mrs. Jonnie L. Darnell 750 Foothills Road Kingsport, Tennessee 37663	Temp. 1,003 Sq. Ft.	\$304.00
092P; H-013.00	Mr. & Mrs. Paul H. Burks 445 Boring Chapel Road Gray, Tennessee 37615	Temp. 1,379 Sq. Ft.	\$422.00
092P; H-015.00	Mr. & Mrs. Alan S. Hill 756 Foothills Road Kingsport, Tennessee 37663	Temp. 1,352 Sq. Ft.	\$430.00
092P; H-016.00	Mr. & Mrs. William R. Marsha 814 Foothills Road Kingsport, Tennessee 37663	Temp. 901 Sq. Ft.	\$284.00
092P; H-017.00	Ms. Marie A. Hudnall 822 Foothills Road Kingsport, Tennessee 37663	Temp. 901 Sq. Ft.	\$292.00
092P; H-018.00	Ms. Marie A. Hudnall 822 Foothills Road Kingsport, Tennessee 37663	Temp. 901 Sq. Ft.	\$284.00
092P; H-019.00	Mr. Bret T. Blakley 826 Foothills Road Kingsport, Tennessee 37663	Temp. 901 Sq. Ft.	\$282.00
092P; H-020.00	Mr. & Mrs. Steven M. King 830 Foothills Road Kingsport, Tennessee 37663	Temp. 906 Sq. Ft.	\$283.00

092P; H-021.00	Kelly J. Collins 834 Foothills Road Kingsport, Tennessee 37663	Perm. 1,458 Sq. Ft. Temp. 2,195 Sq. Ft.	\$600.00 \$679.00
092P; H-022.00	Mr. & Mrs. Douglas E. Shuler 981 Beechwood Drive Kingsport, Tennessee 37663	Temp. 992 Sq. Ft.	\$307.00
092P; H-023.00	Mr. & Mrs. Meldon P. Randolph 977 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,873 Sq. Ft. Temp. 1,286 Sq. Ft.	\$757.00 \$390.00
092P; H-024.00	Ms. Katrina Shipley 973 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,019 Sq. Ft. Temp. 725 Sq. Ft.	\$428.00 \$229.00
092P; H-025.00	Mr. & Mrs. Patrick S. Monk 969 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,351 Sq. Ft. Temp. 900 Sq. Ft.	\$567.00 \$284.00
092P; H-026.00	Hurd Properties - Rodney Hurd 1237 Sussex Drive Kingsport, Tennessee 37660	Perm. 1,351 Sq. Ft. Temp. 901 Sq. Ft.	\$562.00 \$282.00
092P; H-027.00	Ms. Jennifer M. Bowen 961 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,351 Sq. Ft. Temp. 901 Sq. Ft.	\$568.00 \$284.00
092P; H-028.00	Mr. & Mrs. James W. Clark 957 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,344 Sq. Ft. Temp. 899 Sq. Ft.	\$565.00 \$283.00
092P; H-029.00	Kiplyn Gouge 953 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,350 Sq. Ft. Temp. 902 Sq. Ft.	\$556.00 \$279.00
092P; H-030.00	Dawn Piper 949 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,346 Sq. Ft. Temp. 898 Sq. Ft.	\$410.00 \$226.00
092P; H-031.00	Mr. & Mrs. Herman H. Lane 945 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,356 Sq. Ft. Temp. 904 Sq. Ft.	\$548.00 \$274.00
092P; H-032.00	Mr. Jack J. Vermeulen 941 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,153 Sq. Ft. Temp. 785 Sq. Ft.	\$475.00 \$243.00
092P; H-033.00	Mr. & Mrs. Mark Owen Davis 937 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,344 Sq. Ft. Temp. 897 Sq. Ft.	\$554.00 \$277.00
092P; H-034.00	Ms. Brenda Sue Crumley 933 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,358 Sq. Ft. Temp. 905 Sq. Ft.	\$560.00 \$280.00

092P; H-035.00	Ms. Spring Suzanne Poore 929 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,337 Sq. Ft. Temp. 893 Sq. Ft.	\$551.00 \$276.00
092P; H-036.00	Mr. & Mrs. Norman Fugate 925 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,341 Sq. Ft. Temp. 895 Sq. Ft.	\$553.00 \$277.00
092P; H-037.00	Mr. & Mrs. Jonathan L. Carrier 921 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,352 Sq. Ft. Temp. 905 Sq. Ft.	\$557.00 \$280.00
092P; H-038.00	Mr. & Mrs. Lynwood Stallings 917 Beechwood Drive Kingsport, Tennessee 37663	Temp. 250 Sq. Ft.	\$79.00
092P; H-039.00	Mr. & Mrs. Lynwood Stallings 917 Beechwood Drive Kingsport, Tennessee 37663	Perm. 226 Sq. Ft. Temp. 400 Sq. Ft.	\$98.00 \$130.00
092P; H-040.00	Mr. & Mrs. Warren James Wright 909 Beechwood Drive Kingsport, Tennessee 37663	Perm. 1,893 Sq. Ft. Temp. 1,274 Sq. Ft.	\$780.00 \$394.00
092P; H-041.00	Mr. & Mrs. Terry A. Thomas 502 Pheasant Ridge Round Rock, Texas 78665	Perm. 2,241 Sq. Ft. Temp. 1,479 Sq. Ft.	\$924.00 \$457.00
092P; H-041.25	Mr. & Mrs. Terry A. Thomas 502 Pheasant Ridge Round Rock, Texas 78665	Perm. 3,256 Sq. Ft. Temp. 2,067 Sq. Ft.	\$1,342.00 \$639.00
092P; H-041.50	Mr. & Mrs. Terry A. Thomas 502 Pheasant Ridge Round Rock, Texas 78665	Perm. 2,193 Sq. Ft. Temp. 1,486 Sq. Ft.	\$904.00 \$459.00
092P; H-042.00	Mr. & Mrs. Darren R. Murray 901 Beechwood Drive Kingsport, Tennessee 37663	Perm. 2,127 Sq. Ft. Temp. 1,418 Sq. Ft.	\$885.00 \$443.00
106A; A-004.00	Mr. & Mrs. Ralph M. Nelson 905 Edgewood Circle Kingsport, Tennessee 37663	Perm. 3,009 Sq. Ft. Temp. 2,128 Sq. Ft.	\$1,252.00 \$664.00
106A; A-005.00	Mr. & Mrs. Roy E. Shuler 909 Edgewood Circle Kingsport, Tennessee 37663	Perm. 3,135 Sq. Ft. Temp. 2,911 Sq. Ft.	\$1,305.00 \$908.00
106A; A-006.00	Mr. & Mrs. Larry D. Tolliver 913 Edgewood Circle Kingsport, Tennessee 37663	Perm. 121 Sq. Ft. Temp. 1,999 Sq. Ft.	\$50.00 \$612.00
106A; A-007.00	Ms. Caroline Perez 829 Foothills Road Kingsport, Tennessee 37663	Temp. 1,876 Sq. Ft.	\$580.00

106A; A-012.00	Ms. Caroline Perez Ms. Desiree U. Price 829 Foothills Road Kingsport, Tennessee 37663	Perm. 1,432 Sq. Ft. Temp. 2,396 Sq. Ft.	\$636.00 \$798.00
106A; A-013.00	Mr. & Mrs. Robert Lee Johnson 825 Foothills Road Kingsport, Tennessee 37663	Perm. 3,502 Sq. Ft. Temp. 2,084 Sq. Ft.	\$1,555.00 \$694.00
106A; A-014.00	Mr. & Mrs. Michael Ricker 821 Foothills Road Kingsport, Tennessee 37663	Perm. 1,379 Sq. Ft. Temp. 919 Sq. Ft.	\$613.00 \$306.00
106A; A-015.00	U.S. Chapman 817 Foothills Road Kingsport, Tennessee 37663	Perm. 1,376 Sq. Ft. Temp. 917 Sq. Ft.	\$562.00 \$281.00
106A; A-016.00	Mr. & Mrs. Thomas A. Dickens 813 Foothills Road Kingsport, Tennessee 37663	Perm. 1,382 Sq. Ft. Temp. 925 Sq. Ft.	\$597.00 \$300.00
106A; A-017.00	Ms. Ann M. Edwards 809 Foothills Road Kingsport, Tennessee 37663	Perm. 1,383 Sq. Ft. Temp. 918 Sq. Ft.	\$597.00 \$298.00
106A; A-018.00	Mr. & Mrs. Gary R. Robe 761 Foothills Road Kingsport, Tennessee 37663	Perm. 1,380 Sq. Ft. Temp. 920 Sq. Ft.	\$597.00 \$298.00
106A; A-019.00	Mr. & Mrs. Earnest R. Strong 1099 Summerville Road Kingsport, Tennessee 37663	Perm. 1,373 Sq. Ft. Temp. 915 Sq. Ft.	\$593.00 \$297.00
106A; A-020.00	Mr. & Mrs. William E. Enfield 213 Worthington Drive Kingsport, Tennessee 37663	Perm. 1,310 Sq. Ft. Temp. 879 Sq. Ft.	\$566.00 \$285.00
106A; A-048.00	Mr. & Mrs. Chad Hammonds 803 Wood Court Kingsport, Tennessee 37663	Temp. 888 Sq. Ft.	\$272.00
106A; A-049.00	Jung Wu Ku 807 Wood Court Kingsport, Tennessee 37663	Temp. 2,618 Sq. Ft.	\$817.00
106A; A-050.00	Mr. & Mrs. Dale Rogers 811 Wood Court Kingsport, Tennessee 37663	Temp. 46 Sq. Ft.	\$15.00
106A; A-055.00	Mr. & Mrs. James M. Holt 1100 Buchelew Drive Kingsport, Tennessee 37663	Perm. 4,286 Sq. Ft. Temp. 6,033 Sq. Ft.	\$960.00 \$1,014.00

106A; A-56.00	Mr. & Mrs. Jerry D. Sharrett 1104 Buchelew Drive Kingsport, Tennessee 37663	Perm. 3,527 Sq. Ft. Temp. 3,957 Sq. Ft.	\$1,425.00 \$1,199.00
106A; A-057.00	Ms. Melanie M. Randolph 1112 Buchelew Drive Kingsport, Tennessee 37663	Perm. 569 Sq. Ft. Temp. 3,300 Sq. Ft.	\$230.00 \$1,000.00
106A; A-058.00	Jimmy Fleming Pat Kennedy 1116 Buchelew Drive Kingsport, Tennessee 37663	Perm. 120 Sq. Ft. Temp. 465 Sq. Ft.	\$50.00 \$145.00
106A; C-001.05	Mr. Ronald Wright Ms. Audrey Wright 3185 Tiffany Court Kingsport, Tennessee 37663	Perm. 1,132 Sq. Ft. Temp. 802 Sq. Ft.	\$268.00 \$142.00
106A; C-001.40	Mr. Ronald Wright Ms. Audrey Wright 3185 Tiffany Court Kingsport, Tennessee 37663	Perm. 1,930 Sq. Ft. Temp. 2,574 Sq. Ft.	\$857.00 \$858.00
106A; C-008.01	Mr. Ronald Wright Ms. Audrey Wright 3185 Tiffany Court Kingsport, Tennessee 37663	Temp. 1,675 Sq. Ft.	\$181.00
106A; C-001.10	Yeong-Ho Chang and Chin-Ling Chang, Trustees 1020 Norfolk Place Kingsport, Tennessee 37660	Perm. 1,541 Sq. Ft. Temp. 1,125 Sq. Ft.	\$814.00 \$446.00
106A; C-001.20	Yeong-Ho Chang and Chin-Ling Chang, Trustees 1020 Norfolk Place Kingsport, Tennessee 37660	Perm. 1,529 Sq. Ft. Temp. 2,001 Sq. Ft.	\$807.00 \$793.00
106A; C-001.30	Yeong-Ho Chang and Chin-Ling Chang, Trustees 1020 Norfolk Place Kingsport, Tennessee 37660	Perm. 1,546 Sq. Ft. Temp. 2,061 Sq. Ft.	\$817.00 \$846.00
106H; A-003.00	Mr. & Mrs. Robert B. Falin, Jr. 1132 Buchelew Drive Kingsport, Tennessee 37663	Perm. 785 Sq. Ft. Temp. 2,046 Sq. Ft.	\$327.00 \$638.00
106H; A-004.00	Ms. Alice Meade Tasker 1136 Buchelew Drive Kingsport, Tennessee 37663	Perm. 2,547 Sq. Ft. Temp. 3,412 Sq. Ft.	\$1,080.00 \$1,085.00
106H; B-008.00	Mr. & Mrs. Joseph Michael Bender 1133 Buchelew Drive Kingsport, Tennessee 37663	Perm. 6,579 Sq. Ft. Temp. 8,772 Sq. Ft.	\$1,474.00 \$1,474.00

106H; B-012.10	R. Grant Hyatt Campbell Carr Hyatt, Jr. 209 Colonial Heights Road Kingsport, Tennessee 37663	Perm. 296 Sq. Ft. Temp. 367 Sq. Ft.	\$120.00 \$111.00
106A; A-002.00	Mr. & Mrs. Harold Lee Martin P. O. Box 5042 Kingsport, Tennessee 37663	Perm. 150 Sq. Ft. Temp. 1,848 Sq. Ft.	\$61.00 \$560.00
106A; F-016.52	Mr. & Mrs. Jared W. Moore P. O. Box 431 Kingsport, Tennessee 37662	Perm. 1,791 Sq. Ft. Temp. 1,195 Sq. Ft.	\$731.00 \$366.00
106A; F-016.54	Ms. Etta McClellan 2321 Colonial View Road Kingsport, Tennessee 37663	Perm. 1,810 Sq. Ft. Temp. 1,206 Sq. Ft.	\$739.00 \$369.00
106A; F-016.56	Mr. & Mrs. Colin F. Baxter 2317 Colonial View Road Kingsport, Tennessee 37663	Perm. 1,796 Sq. Ft. Temp. 1,198 Sq. Ft.	\$733.00 \$367.00
106A; F-016.58	Romzie Assid 2313 Colonial View Road Kingsport, Tennessee 37663	Perm. 1,015 Sq. Ft. Temp. 745 Sq. Ft.	\$415.00 \$228.00
106A; F-016.60	Mr. Justin M. Bise 2307 Colonial View Road Kingsport, Tennessee 37663	Perm. 1,803 Sq. Ft. Temp. 1,200 Sq. Ft.	\$729.00 \$364.00
106A; F-016.62	Mr. & Mrs. Robert A. Miller 2305 Colonial View Road Kingsport, Tennessee 37663	Perm. 1,777 Sq. Ft. Temp. 1,201 Sq. Ft.	\$718.00 \$364.00
106A; F-016.69	Mr. & Mrs. William L. Cook 120 Beechwood Court Kingsport, Tennessee 37663	Perm. 1,772 Sq. Ft. Temp. 2,307 Sq. Ft.	\$709.00 \$692.00
106A; F-016.70	Mr. & Mrs. William L. Cook 120 Beechwood Court Kingsport, Tennessee 37663	Temp. 83 Sq. Ft.	\$26.00
106A; F-016.77	Mr. James Jerome Falin 1132 Buchelew Drive Kingsport, Tennessee 37663	Perm. 2,951 Sq. Ft. Temp. 4,554 Sq. Ft.	\$1,204.00 \$1,394.00
106A; F-016.78	Mr. & Mrs. Harold L. Martin P.O. Box 5042 Kingsport, Tennessee 37663	Temp. 1,887 Sq. Ft.	\$578.00