



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Monday, November 18, 2019, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J. Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
Scott Boyd, Fire Chief  
David Quillin, Police Chief  
George DeCroes, Human Resources Director  
Heather Cook, Communications Director  
Ken Weems, Planning Manager

1. Call to Order
2. Roll Call
3. Review of Items on November 19, 2019 Business Meeting Agenda
4. Adjourn

**Next Work Session Dec. 2:** Neighborhood Commission, Dilapidation Process

***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.***

# City of Kingsport

## Project Status in Pictures

November 19, 2019



### 1 Greenbelt Extension

*Boardwalk work continues with grading and asphalt work being delayed until spring 2020.*

### 2 Sanitary Sewer - W Center Street

*Project is approximately 90% complete with remaining work happening in the W Center St Right-of-Way.*

### 3 Miracle Field

*Grading and subgrading continues with crews starting to mark locations of field features.*

### 4 Kingsport Aquatic Center Expansion

*The pump house has been framed and blocked, with concrete work continuing around the structure.*

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$7,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	TDOT, MTPO and City staff met 8/13/19 to discuss scope. A revised scope and contract are expected.
\$6,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	MOU was approved by BMA July 2019. Working on obtaining AEP easements.
\$4,400,000.00	Niki Ensor	<b>WWTP Electrical Improvements</b>	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	12/31/2020	Plans and specification have been finalized. Target bid date set for January 2020. Following rebid of West Kingsport.
\$3,867,000.00	Chad Austin	<b>Border Regions Sewer Extensions Areas</b>	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	3/7/2020	Cox Hollow/Snapps Ferry scheduled for November 22 bid opening.
\$3,750,000.00	Niki Ensor	<b>Chemical Feed Design</b>	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Received bids on 10/8. Apparent low bidder is J. Cumby at \$6,320,780. Take it to BMA for approval on 10/5/19.
\$3,312,698.00	Ryan McReynolds	<b>City Hall Relocation - Phase 1</b>	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	6/1/2020	Framing continues; door frame installation has begun on all floors.
\$2,888,300.00	Niki Ensor	<b>Water &amp; Wastewater Facilities SCADA/Telemetry Project</b>	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	8/8/19 - Held progress meeting. Sewer SCADA - Finish installing pads and racks for equipment at SLS. Water SCADA - received FCC radio authorization for water sites. Will begin radio pathway study.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Progress meeting held on 11/6/19 to discuss future space needs and progress of design plans for expansion.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Awaiting Notice to proceed with the environmental document from TDOT.
\$997,475.00	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Staff met with TDOT on 9/18. Still working to address some design elements and finalize right of way.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$937,442.00	Kitty Frazier	<b>Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)</b>	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/30/2019	Bridge and grading work continue
\$661,140.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Staff met with TDOT on 9/18. Still working to address some design elements and finalize right of way.
\$577,000.00	Niki Ensor	<b>Tri-County Tank Replacement Project</b>	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Tank painting has been completed. Currently contractor is finishing up exterior drain line piping. Will be finishing up electrical and exterior landscaping with fencing next week. Hope to have tank back online right after Thanksgiving.
\$481,183.00	Ryan McReynolds	<b>Wilcox Bridge (Wilcox Dr. &amp; E. Sullivan St.)</b>	Bridge re-painting and landscaping	12/31/2019	Contractor is still working to satisfy CSX requirements. Start date TBD.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	7/30/2021	
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

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## BMA Report, November 18, 2019



### **Kingsport Employee Wellness, George DeCroes**

	01/01/2019 – 10/31/2019	11/01/2019 – 11/12/2019
<b>Total Utilization</b>	<b>95.8%</b>	<b>97.3%</b>
City – Active Employees	62.7%	63.6%
City – Dependents	29.5%	28.0%
City – Retirees	2.0%	1.3%
Extended-Patient Services/Other	0.4%	0.6%
Work Comp	0.3%	0.3%
No Show	5.1%	6.2%

### **Worker's Compensation, Terri Evans**

For the month of October 2019, the city had seven (7) recordable worker's compensation claims that involved restricted duty.



## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, November 19, 2019, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J. Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Scott Boyd, Fire Chief  
George DeCroes, Human Resources Director  
Heather Cook, Communications Director  
Ken Weems, Planning Manager

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

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

**II.B. INVOCATION** – Pastor Phil Whittemore, Bloomingdale Baptist Church

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

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

None

#### **IV.B. APPOINTMENTS**

1. Appointments to the Senior Center Advisory Council (AF: 229-2019) (Mayor Shull)
  - Appointments

2. Appointment to the Historic Zoning Commission (AF: 259-2019) (Mayor Shull)
  - Appointment

## **V. APPROVAL OF MINUTES**

1. Work Session – November 4, 2019
2. Business Meeting – November 5, 2019

## **VI. COMMUNITY INTEREST ITEMS**

### **A. 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. Appropriate Funding from the Criminal Forfeiture Fund (AF: 255-2019) (David Quillin)
  - Ordinance – First Reading
2. Amend the Code of Ordinances Section 98-407 Pertaining to Penalties for Violation for Not Using Safety Belts (AF: 267-2019) (Mike Billingsley)
  - Ordinance – First Reading
3. Amend the General Project Fund, Meadowview Project Fund, Cattails Project Fund, Water Project Fund, and Sewer Project Fund Budgets by Appropriating General Obligation Public Improvement Bond Series 2019 (AF: 266-2019) (Chris McCartt)
  - Ordinance – First Reading

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

1. Amend the City Code by Adding a New Section in Chapter 62, Offenses and Nuisances, Pertaining to Permanent or Temporary Structures on Public Rights-of-Way (AF: 253-2019) (Chris McCartt)
  - Ordinance – Second Reading & Final Adoption
2. Budget Ordinance to Appropriate Funds from the Tennessee Highway Safety Office's (THSO) FY '20 Coordinator Grant (AF: 243-2019) (David Quillin)
  - Ordinance – Second Reading & Final Adoption
3. Accept a Private Monetary Donation for the Police K-9 Program and Appropriate Funds (AF: 250-2019) (David Quillin)
  - Ordinance – Second Reading & Final Adoption

4. Enter into Agreement with TDOT for Resurfacing of Various Roads (AF: 248-2019) (Ryan McReynolds)
  - Ordinance – Second Reading & Final Adoption
  - Resolution
5. Sewer Budget Adjustment Ordinance for FY20 (AF: 258-2019) (Ryan McReynolds)
  - Ordinance – Second Reading & Final Adoption
6. Vacate Unimproved Right-of-Way Named Alabama St Located off Hollis St (AF: 251-2019) (Jessica Harmon)
  - Ordinance – Second Reading & Final Adoption
7. Award Contract to J. Cumby and Budget Ordinance to Transfer Funds for the West Kingsport Sewer Lift Station and Force Main Project (AF: 257-2019) (Ryan McReynolds)
  - Ordinance – Second Reading & Final Adoption
  - Resolution

**D. OTHER BUSINESS**

1. Authorizing FY20 Community Development Partner Agreement with UWGK (AF: 262-2019) (Ken Weems)
  - Resolution
2. Awarding the Bid for the Purchase of Three (3) Diesel Single Axle Dump Trucks (AF: 263-2019) (Ryan McReynolds, Steve Hightower)
  - Resolution
3. Awarding the Bid for the Purchase of Two (2) Diesel Tandem Axle Dump Trucks (AF: 264-2019) (Ryan McReynolds, Steve Hightower)
  - Resolution
4. Resolution Awarding the Bid for the Purchase of Two (2) 4x4 Backhoe (AF: 265-2019) (Ryan McReynolds, Steve Hightower)
  - Resolution
5. Approving Renewal of Property Insurance for City Owned Buildings (AF: 260-2019) (Terri Evans)
  - Resolution
6. Award Bid to Baker's Construction Services, Inc. for the Sanitary Sewer Facilities Extension Border Regions – Area 2 and Mitchell Road Project (AF: 261-2019) (Ryan McReynolds)
  - Resolution

**VII. CONSENT AGENDA**

None

**VIII. COMMUNICATIONS**

- A. City Manager
- B. Mayor and Board Members
- C. Visitors
- D. Report on Debt Obligations – Sid Cox, City Recorder/CFO
- E. Emergency Purchase – Ryan McReynolds, Deputy City Manager

**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**



**AGENDA ACTION FORM**

**Appointments to the Senior Center Advisory Council**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-229-2019  
 Work Session: November 18, 2019  
 First Reading: N/A

Final Adoption: November 19, 2019  
 Staff Work By: S. Buchanan  
 Presentation By: Mayor Shull

**Recommendation:**

Approve reappointments and appointments.

**Executive Summary:**

It is recommended to reappoint Rick Currie, Peter Shang, Lisa Shipley, Linda Gemayel and Laurel McKinney to the Senior Center Advisory Council to a second two-year term and to appoint Brenda G. Eilers and Kenneth A. Naegele, Jr. to a two-year term replacing Alderman Darrell Duncan and Deborah Eury. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms limits are three two-year terms. The council is comprised of eleven (11) members; seven Kingsport Senior Center members and four at-large members.

<b>Current Council:</b>			
Member	Term Expires	No. of Terms	Eligibility
Pat Breeding	1/1/21	3	At-large
Frances Cottrell	1/1/21	3	Sr. Center
Brenda Cunningham	1/1/21	3	At-large
Mary Porter	1/1/21	3	Sr. Center
Laurel McKinney	9/30/19	1	Sr. Center
Darrell Duncan	9/30/19	1	At-large
Linda Gemayel	9/30/19	1	Sr. Center
Deborah Eury	9/30/19	1	Sr. Center
Rick Currie	9/30/19	1	Sr. Center
Peter Shang	9/30/19	1	Sr. Center
Lisa Shipley	9/30/19	1	At-large

<b>Recommended Council:</b>			
Member	Term Expires	No. of Terms	Eligibility
Pat Breeding	1/1/21	3	At-large
Frances Cottrell	1/1/21	3	Sr. Center
Brenda Cunningham	1/1/21	3	At-large
Mary Porter	1/1/21	3	Sr. Center
Laurel McKinney	9/30/19	1	Sr. Center
Brenda Eilers	9/30/21	1	Sr. Center
Linda Gemayel	9/30/19	1	Sr. Center
Kenn Naegele	9/30/21	1	At-large
Rick Currie	9/30/19	1	Sr. Center
Peter Shang	9/30/19	1	Sr. Center
Lisa Shipley	9/30/19	1	At-large

**Attachments:**

- Brenda Eilers Bio
- Kenn Naegele Bio

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

**Brenda G. Eilers**

A native of Kingsport area-graduated from Blountville High School and East Tennessee State University with a degree in Public School Music. She has participated in many community and church activities as an active volunteer through the years such as a Board Member of Junior League of Kingsport and Bays Mountain Park Association, president of Ridgefields Garden Club, Life Member of Dobyns-Bennett PTA, Elder and Deacon of local church, member of church choirs and women's ensemble, Treasurer of a Home Owner's Association and has served on an Ad Hoc Committees for the Kingsport Senior Center. She also enjoys pottery through the KCS and many aspects of the arts in our community. She has two grown children and six grandchildren.

Kenneth A. Naegele, Jr.

Raised in Upstate New York, I taught school there for five years before moving to the Tricities in 1977 to teach in the Kingsport City Schools for the next 38 years. Having taught at all levels, including college, I retired with 43 years of experience.

I enjoy substituting teaching occasionally, and directing theatre productions with the Kingsport Theatre Guild, and most currently with Theatre Bristol at the Paramount Center for the Arts.

My wife, Carol, and I met through our teaching jobs in Kingsport, and have been married for 36 years. We have been pleased and proud to raise our children, Ryan and Teddi, here and to see them get a wonderful education in the Kingsport City Schools. We are the proud grandparents of Brennan, Annie, and Collins, who keep us traveling back and forth between Chattanooga and Dayton, Ohio.

I am impressed with the Senior Citizens organization for its staff, its facilities, and its many programs, and I would be very pleased to serve on the board and be a part of their many opportunities!



**AGENDA ACTION FORM**

**Appointment to the Historic Zoning Commission**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-259-2019  
 Work Session: November 18, 2019  
 First Reading: N/A

Final Adoption: November 19, 2019  
 Staff Work By: K. Weems  
 Presentation By: Mayor Shull

**Recommendation:**  
 Approve appointment.

**Executive Summary:**

It is recommended to appoint Liza Howle to the Historic Zoning Commission to fulfill the unexpired term of Jim Henderson who is resigning.

If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limits. The commission is comprised of seven (7) members, consisting of a representative of a local patriotic or historical organization, an architect, if available, a member of the Planning Commission at the time of the appointment, with the remaining members appointed from the City in general.

<b>Current Commission:</b>			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/20	1	At-large
Liza Harmon	6/30/20	2	At-large
Jewell McKinney	6/30/21	3	At-large
Jim Henderson	6/30/21	5	At-large (Historian)
Dineen West	6/30/22	2	PC Rep.
Beverley Perdue	6/30/23	1	At-large
Jason Meredith	6/30/23	1	At-large

<b>Recommended Commission:</b>			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/20	1	At-large
Liza Harmon	6/30/20	2	At-large
Jewell McKinney	6/30/21	3	At-large
Liza Howle	6/30/21	Fulfilling Unexpired Term	At-large
Dineen West	6/30/22	2	PC Rep.
Beverley Perdue	6/30/23	1	At-large
Jason Meredith	6/30/23	1	At-large

**Attachments:**  
 1. Liza Howle Bio

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Oltzman	—	—	—
Phillips	—	—	—
Shull	—	—	—



## Contact Information

Name	Liza Howle
Address	702 Yackin St
ZIP/Postal Code	37660
Email Address	lizahowle@gmail.com
Phone Number	4236778761

## Q2

Why would you like to serve the city?

It's been my home for nearly 40 years. I certainly feel an obligation to contribute to the quality of life we enjoy here by participating.

## Q3

What previous volunteer experience do you have?

It's been a while since I've done civic volunteerism, but I served as a FunFest event chair for 2 years and then 1 year on the executive committee. I've done all the requisite PTA and church service over the years. It's just in my DNA....if I participate, I generally serve. I'm more of a worker bee, though, and less about the organizing/leading.

## Q4

Which skill set would you say is your strongest?

Other (please specify):

Showing up consistently so that I am an informed, committed and reliable participant.

## Q5

Please select your top 3 commission interests.

Bays Mountain Park Commission

Historic Zoning Commission

## Q6

Please enter any comments regarding your interest to serve Kingsport.

Having been before the Historic Zoning Commission seeking approval for a project of my own in the past, I think the members felt that I respect its work and could contribute to its process.

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, November 4, 2019, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

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1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Betsy Cooper.
3. **TRANSIT UPDATE.** Transit Manager Chris Campbell gave a presentation on this item. He highlighted the benefits and services provided by KATS as well as the trends and upcoming promitions. Lastly he commented on the rebranding efforts and displayed the new logo and the meaning behind it.
4. **REVIEW OF AGENDA ITEMS ON THE NOVEMBER 5, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.A.1 Amend Zoning Text to Create a Definition for Funeral and Interment Services** (AF: 213-2019). Development Services Director Ken Weems presented this item, noting this item is being brought back for a second public hearing tomorrow night and that 93 letters had been sent out to notify property owners withing 300 feet.

**VI.A.2 Vacate Unimproved Right-of-Way Named Alabama Street Located Off Hollis Street** (AF: 251-2019). Mr. Weems provided details on this item, stating that after some research this street is a “paper street” that was never developed.

**VI.B.5 Amend City Code by Adding a New Section in Chapter 62, Offenses and Nuisances, Pertaining to Permanent or Temporary Structures on Public Rights-of-Way** (AF: 253-2019). City Attorney Billingsley provided information on this item and answered questions from the board. He stated the purpose of this change was to goven items in regards to safety as the number one priority as well as athletics also being a governmental priority. Alderman Adler asked for clarification regarding the types of items address. She also asked Mr. Billingsley to highlight the relevant case law pertaining to this issue. He stated the government has a right to maintain its property, noting that although a structure may not be allowed, a person can stay as long as they want to. Some discussion followed.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, November 4, 2019**

**VI.B.6 Transfer Funds for the West Kingsport Sewer Lift Station and Force Main Project** (AF: 257-2019). City Manager McCartt stated this was a highly visible 5.9 million dollar project and asked Deputy City Manager Ryan McReynolds to provide further details. Mr. McReynolds noted this has been a priority for some time and explained the impact this project will have on the community. Alderman Duncan pointed out the investment in infrastructure over the next five years.

**VI.D.1 Approve and Adopt the City of Kingsport Americans with Disabilities Act (ADA) 2019 Self-Evaluation and Transition Plan Update** (AF:201-2019). Human Resources Director George DeCroes gave a presentation on this item, highlighting the process that was followed and the amount of work that has went into this plan. Considerable discussion ensued.

**VI.D.4 Approve Donation of City-Owned Property Located on Gibson Mill Road to Sullivan County Government to Construct a New EMS Station** (AF: 246-2019). City Manager McCartt stated the county notified staff of this several months ago and worked with them to reach a solution. Several county commissioners were present and expressed their appreciation to the board, noting this will improved response time as well.

**VI.D.7 Approve Lease with Serenity Improvement at the Renaissance Center** (AF: 252-2019). City Manager McCartt confirmed the lease amount was increasing. He also stated space would be opening up at VO Dobbins next year when Human Resources and Community Services moves to the new city hall building.

City Recorder Sid Cox gave an update on the bonds that were sold earlier in the day, noting the market was favorable and the rates were good. Closing is scheduled for November 15.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:10 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, November 5, 2019, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Pat Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Darrell Duncan

Alderman Tommy Olterman  
Alderman James Phillips

City Administration

Chris McCartt, City Manager  
J. Michael Billingsley, City Attorney  
Sidney H. Cox, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Pat Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Ernie Rumsby.
- II.B. **INVOCATION:** Pastor Greg Burton, Colonial Heights Baptist Church.
- III. **ROLL CALL:** By City Recorder Cox. Absent: Alderman Betsy Cooper.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
  1. Proclamation - Volunteer Literacy Recognition Day (Mayor Shull).

IV.B. **APPOINTMENTS/REAPPOINTMENTS.**

1. **Reappointment and Appointment to the Historic Zoning Commission and Demolition by Neglect Committee** (AF: 239-2019) (Mayor Shull).

Motion/Second: George/Duncan, to approve:

REAPPOINTMENT OF MS. LIZA HARMON TO SERVE ANOTHER THREE-YEAR TERM ON THE **HISTORIC ZONING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 5, 2022 AND APPOINTMENT OF MS. MEGAN D. ALLPHIN TO SERVE A THREE-YEAR TERM ON THE **DEMOLITION BY NEGLECT COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 5, 2022..

Passed: All present voting “aye.”

V. **APPROVAL OF MINUTES.**

Motion/Second: Phillips/Adler, to approve minutes for the following meetings:

- A. October 14, 2019 Regular Work Session
- B. October 15, 2019 Regular Business Meeting

Approved: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

**1. Amend Zoning Text to Create a Definition for Funeral and Interment Services (AF: 213-2019) (Ken Weems).**

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

Motion/Second: George/Duncan, to pass:

**ORDINANCE NO. 6827**, AN ORDINANCE TO FURTHER AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-1; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Duncan, George, Olterman, Phillips and Shull voting "aye."

**2. Vacate Unimproved Right-of-Way Named Alabama Street Located Off Hollis Street (AF: 251-2019) (Jessica Harmon).**

**PUBLIC COMMENT ON ITEM VI.A.2.** None.

Motion/Second: Adler/George, to pass:

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED ALABAMA STREET LOCATED OFF OF HOLLIS STREET SITUATED IN THE CITY, TWELFTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**PUBLIC COMMENT.** Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. Joe Carr, Dani Cook, Jason Moore, Martha Simmons, Crystal Regan, Crystal Moore and Danielle Folkner commented on Item VI.B.5.

*(NOTE: Item VI.D.4 was voted on, out of order, at this time.)*

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

**1. Appropriate Funds from Tennessee Highway Safety Office (THSO) FY20 Coordinator Grant (AF: 243-2019) (David Quillin).**

Motion/Second: George/Adler, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

**2. Accept Private Monetary Donation for Police K-9 Program and  
Appropriate Funds (AF: 250-2019) (David Quillin).**

Motion/Second: Duncan/Olterman, to pass:

**Resolution No. 2020-071, A RESOLUTION ACCEPTING A MONETARY DONATION  
FOR THE KINGSPORT POLICE DEPARTMENT K-9 PROGRAM**

Passed: All present voting “aye.”

Motion/Second: Duncan/George, to pass:

**AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND  
BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30,  
2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on first reading: All present voting “aye.”

**3. Amend MPO Project Fund and General Projects Special  
Revenue Fund Budgets (AF: 248-2019) (Ryan McReynolds).**

Motion/Second: Phillips/Adler, to pass:

**AN ORDINANCE TO AMEND THE MPO PROJECT FUND AND THE GENERAL  
PROJECTS-SPECIAL REVENUE FUND BUDGETS; AND, TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE**

Passed on first reading: All present voting “aye.”

**4. Sewer Budget Adjustment FY20 (AF: 258-2019) (Ryan  
McReynolds).**

Motion/Second: Olterman/Adler, to pass:

**AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET; AND, TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on first reading: All present voting “aye.”

**5. Amend City Code by Adding a New Section in Chapter 62,  
Offenses and Nuisances, Pertaining to Permanent or Temporary Structures on  
Public Rights-of-Way (AF: 253-2019) (Chris McCartt). Alderman Adler moved to defer  
this item indefinitely but failed for lack of a second. There was considerable discussion.**

Motion/Second: Phillips/George, to pass:

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT,  
TENNESSEE, BY ADDING A NEW SECTION TO CHAPTER 62, OFFENSES AND  
NUISANCES, PERTAINING TO TEMPORARY OR PERMANENT STRUCTURES ON  
PUBLIC RIGHTS-OF-WAY; TO FIX A PENALTY FOR THE VIOLATION OF THIS  
ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF THIS ORDINANCE; AND  
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on first reading: All present voting “aye” except Adler and Duncan voting “nay.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

**6. Transfer Funds for the West Kingsport Sewer Lift Station and  
Force Main Project (AF: 257-2019) (Ryan McReynolds).**

Motion/Second: George/Adler, to pass:

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET; AND, TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

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

**1. Appropriate Funds from USDOJ/Office of Justice Programs  
Bulletproof Vest Partnership Funding (AF: 231-2019) (David Quillin).**

Motion/Second: Duncan/George, to pass:

**ORDINANCE NO. 6828**, AN ORDINANCE TO AMEND THE GENERAL PROJECT-  
SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS  
RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE  
30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Duncan, George, Olterman, Phillips  
and Shull voting “aye.”

**2. Appropriate Creative Placemaking Grant Funds from the  
Tennessee Arts Commission (AF: 232-2019) (Hannah Powell, Jessica Harmon).**

Motion/Second: Olterman/Phillips, to pass:

**ORDINANCE NO. 6829**, AN ORDINANCE TO AMEND THE GENERAL PROJECT  
SPECIAL REVENUE FUND BUDGETS BY APPROPRIATING GRANT FUNDS  
RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING  
JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Duncan, George, Olterman, Phillips  
and Shull voting “aye.”

**3. Appropriate Funds from USDOJ/Bureau of Justice Assistance  
Grant FY19 Local Solicitation (AF: 237-2019) (David Quillin)**

Motion/Second: Adler/George, to pass:

**ORDINANCE NO. 6830**, AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT  
GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE  
US DOJ/BUREAU OF JUSTICE ASSISTANCE PROGRAMS FOR THE YEAR ENDING  
JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Duncan, George, Olterman, Phillips  
and Shull voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

**D. OTHER BUSINESS.**

**1. Approve and Adopt the City of Kingsport Americans with Disabilities Act (ADA) 2019 Self-Evaluation and Transition Plan Update (AF: 201-2019) (Mike Billingsley, George DeCroes).**

Motion/Second: Duncan/Phillips, to pass:

**Resolution No. 2020-070**, A RESOLUTION APPROVING AND ADOPTING THE CITY OF KINGSPORT AMERICANS WITH DISABILITIES ACT 2019 SELF EVALUATION AND TRANSITION PLAN UPDATE AND IMPLEMENTING THE PLAN IMMEDIATELY AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, INCLUDING A LETTER AND COMPLIANCE FORM TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION SHOWING COMPLIANCE

Passed: All present voting "aye."

**2. Amend Agreement with Barge Design Solutions for Main Street Redevelopment Project (AF: 233-2019) (Ryan McReynolds)**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2020-072**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS (FORMERLY BARGE, WAGGONER, SUMNER & CANNON) FOR PROFESSIONAL SERVICES FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**3. Agreement with the Treasury Department of the State of Tennessee Establishing a LGIP Account for the Island Road Improvements Project (AF: 238-2019) (Ryan McReynolds).**

Motion/Second: George/Adler, to pass:

**Resolution No. 2020-073**, A RESOLUTION APPROVING AN AGREEMENT WITH THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**4. Approve Donation of City-Owned Property Located on Gibson Mill Road to Sullivan County Government to Construct a New EMS Station (AF: 246-2019) (Chris McCartt).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2020-074**, A RESOLUTION AUTHORIZING THE DONATION OF APPROXIMATELY 1.336 ACRES OF REAL PROPERTY LOCATED ON GIBSON MILL ROAD TO SULLIVAN COUNTY TO CONSTRUCT A NEW EMS STATION AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO SULLIVAN COUNTY

Passed: All present voting “aye.”

**5. Approve Public Transportation Agency Safety Plan for Kingsport Area Transit Service** (AF: 249-2019) (Chris Campbell).

Motion/Second: Duncan/George, to pass:

**Resolution No. 2020-075**, A RESOLUTION APPROVING AND ADOPTING THE PUBLIC TRANSPORTATION SAFETY PLAN FOR THE KINGSPORT AREA TRANSIT SERVICE; IMPLEMENTING THE PLAN IMMEDIATELY AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

**6. Approve Purchase Agreement for the Real Property Located at 526 Sequoya in the City** (AF: 247-2019) (Chris McCartt).

Motion/Second: George/Duncan, to pass:

**Resolution No. 2020-076**, A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 526 SEQUOYAH DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye” except Phillips “abstaining.”

**7. Approve Lease with Serenity Improvement at the Renaissance Center** (AF: 252-2019) (Hannah Powell).

Motion/Second: Adler/Phillips, to pass:

**Resolution No. 2020-077**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH SERENITY IMPROVEMENT FOR SPACE AT THE RENAISSANCE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE

Passed: All present voting “aye.”

**8. Approve Purchase of BenteK Software** (AF: 241-2019) (George DeCroes).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

Motion/Second: Olterman/Adler, to pass:

Motion/Second: Olterman/Adler, to amend:

**Resolution No. 2020-078**, A RESOLUTION APPROVING AN AGREEMENT WITH BENTEK, INC. TO PURCHASE SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AS AMENDED BY ADDENDUM, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**9. Authorize FY20 Community Development Partner Agreements**  
(AF: 256-2019) (Ken Weems).

Motion/Second: George/Duncan, to pass:

**Resolution No. 2020-079**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SOLUTIONS GRANT FUNDING IN FISCAL YEAR 2019-2020

Passed: All present voting “aye.”

**10. Bid Award for Purchase of Two (2) Automated Refuse/Recycling Trucks**  
(AF: 254-2019) (Ryan McReynolds, Steve Hightower).

Motion/Second: Olterman/Adler, to pass:

**Resolution No. 2020-080**, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF TWO AUTOMATED REFUSE/RECYCLING TRUCKS TO WORLDWIDE EQUIPMENT, INC.; REJECTING ALL TRADE-IN OFFERS INCLUDED IN THE BID; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

**VII. CONSENT AGENDA.**

*(These items are considered under one motion with a roll call vote.)*

Motion/Second: Olterman/George, to adopt:

**1. Execute a Signature Authority Form Allowing the Chief of Police or Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office FY20 Coordinator Grant**  
(AF: 242-2019) (David Quillin).

Pass:

**Resolution No. 2020-081**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE TENNESSEE HIGHWAY SAFETY OFFICE DESIGNATING THE CHIEF OF POLICE AS THE MAYOR’S DESIGNEE TO EXECUTE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE TENNESSEE  
HIGHWAY SAFETY OFFICE FY20 COORDINATOR GRANT

Passed in a roll call vote: Adler, Duncan, George, Olterman, Phillips and Shull voting  
“aye.”

**2. Approval of Easement and Right-of-Way (AF: 244-2019) (Ryan  
McReynolds).**

Approve:

EASEMENT AND RIGHT-OF-WAY

Passed in a roll call vote: Adler, Duncan, George, Olterman, Phillips and Shull voting  
“aye.”

**3. Apply for and Receive Tennessee Agriculture Enhancement  
Program Grant (AF: 245-2019) (Chris McCartt, Kristie Leonard).**

Pass:

**Resolution No. 2020-082**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A  
FARMERS MARKET PROMOTION AND RETAIL GRANT FROM THE TENNESSEE  
DEPARTMENT OF AGRICULTURE

Passed in a roll call vote: Adler, Duncan, George, Olterman, Phillips and Shull voting  
“aye.”

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt thanked the staff who worked on the ADA  
transition plan. He also congratulated the Dobyys Bennett girls cross country  
team on becoming state champions.

**B. MAYOR AND BOARD MEMBERS.** Alderman Duncan noted there were 49  
shopping days until Christmas, commenting on the many holiday events  
coming up in the community. He also wished Alderman Phillips a happy  
birthday tomorrow. Vice-Mayor George gave further details on the Christmas  
parade and tree lighting as well as the Sip-n-Stroll. She mentioned the  
groundbreaking at PETWORKS stating she was glad that project was  
underway. Alderman Phillips thanked the Sullivan County commissioners  
present, stating he was excited for the new EMS station project. He also  
commented on Robin Cleary’s transition from Keep Kingsport Beautiful director  
to the Downtown Kingsport Association Director and Sharon Hayes has taken  
over the KKB role. Alderman Adler promoted the ETSU Elevates grant  
opportunity for community projects. Alderman Olterman also congratulated the  
DB cross country team and volleyball team as well as the local football teams  
that have made the playoffs. Mayor Shull reminded everyone Monday was  
Veteran’s Day, noting there would be a ceremony at the Veteran’s Memorial at

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 5, 2019**

11:00 am. He stated he would be conducting another Town Hall meeting in January in Colonial Heights.

**C. VISITORS.** Mark Vance, Theresa Fanning, Tim Sanders, DeRhonda Bearden, Jason Coldira, Hunter Locke, Lou Ann White, Brittany Shults, Carolyn Gibbons, Rachel Hicks, Malcolm Stallard, Kyrsten Light, and Joanne Harrington made comments.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 9:42 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



**AGENDA ACTION FORM**

**Appropriate Funding from the Criminal Forfeiture Fund**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-255-2019  
 Work Session: November 18, 2019  
 First Reading: November 19, 2019  
 Final Adoption: December 03, 2019  
 Staff Work By: Comm. Bellamy  
 Presentation By: Chief Quillin

**Recommendation:**

Approve ordinance to appropriate funding from the Criminal Forfeiture Fund - Fund Balance in the amount of \$40,000.00.

**Executive Summary:**

The Criminal Forfeiture Fund was established for any revenue generated from the seizure of assets of a suspect where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS, etc.) The seized assets are equitably shared between the federal agency and the Kingsport Police Department. Distinct expenditure guidelines are established by the Department of Justice and these funds can only be used by a law enforcement agency for law enforcement purposes. Proceeds from the Criminal Forfeiture Fund are commonly used to fund police department expenditures which cannot be funded for through the fiscal budgeting process. The requested funds will be utilized to upgrade the police department's 3-D scanner.

The police department currently utilizes a *Faro Technologies, Inc.* portable computer-aided 3D Laser Scanning System allowing officers to replicate a crime scene or crash scene for documentation with exact measurement of key points of interest, perspective, and evidence. This tool has proven invaluable by reducing on-site measuring time, limiting risk to employees, lowering overall manpower costs, and providing critical evidence that assists with prosecution. The current scanner is outdated and no longer covered under an existing manufacturer warranty. The upgraded scanner is a more feature rich model that operates utilizing the most up-to-date industry standards. Additionally, the upgraded unit will come with a 4 year manufacturer warranty that will negate the need to pay a costly annual maintenance fee on the current unit.

The total project and expenditure of monies is a permissible use under the guidelines set forth by the Equitable Sharing funds guide book for Drug Funds.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *js*

	Y	N	O
Adler	—	—	—
Duncan	—	—	—
Cooper	—	—	—
George	—	—	—
Phillips	—	—	—
Olterman	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CRIMINAL FORFEITURE FUND BUDGET BY APPROPRIATING FUNDS FROM THE UNDESIGNATED FUND BALANCE FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Criminal Forfeiture Fund budget be amended by appropriating funds in the amount of \$40,000 from the Criminal Forfeiture Fund Undesignated Fund Balance to the Criminal Forfeiture Fund operating budget for 3-D scanning equipment.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 126: Criminal Forfeiture Fund</b>			
<b>Revenues:</b>			
	\$	\$	\$
126-0000-392-0100 Fund Balance Appropriation	54,789	40,000	94,789
<b>Totals:</b>	<b>54,789</b>	<b>40,000</b>	<b>94,789</b>
<b>Expenditures:</b>			
	\$	\$	\$
126-3020-442-9006 Purchases \$5,000 & Over	0	40,000	40,000
<b>Totals:</b>	<b>0</b>	<b>40,000</b>	<b>40,000</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Amend the Code of Ordinances Section 98-407 Pertaining to Penalties for Violation for Not Using Safety Belts**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-267-2019  
 Work Session: November 18, 2019  
 First Reading: November 19, 2019

Final Adoption: December 3, 2019  
 Staff Work By: D. Quillin, M. Billingsley  
 Presentation By: Mike Billingsley

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The ordinance attached amends section 98-407 of the city code pertaining to the penalty for not using safety belts (seatbelts). The caption of the section, which is not part of the ordinance reads, "penalties for violation of use of safety belts", when in actuality it is for failure to use safety belts. The amendment to the section essentially mirrors state law, wherein it is a primary offense rather than a secondary offense. Attached is the current section 98-407 with the changes shown to it by the amendment.

**Attachments:**

1. Ordinance
2. Section 98-407 with changes

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

AN ORDINANCE TO AMEND SECTION 98-407 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That Section 98-407 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

A person convicted of a violation of section 98-406 shall be fined \$10.00 for a first violation and \$20.00 for each subsequent violation.

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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

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

Sec. 98-407. - Penalties for violation of use of safety belts.

(a) A person convicted of a violation of section 98-406 shall be fined \$10.00 for a first violation and \$20.00 for each subsequent violation. ~~Notwithstanding any provision of law or ordinance to the contrary, no citation shall be issued for a violation of section 98-406 unless a person is stopped by a law enforcement officer for a separate violation of a law or ordinance and is issued a citation for the separate violation.~~

~~(b) — It shall not be necessary that a conviction be had for the separate violation of a law or ordinance for the person to be found guilty of violating section 98-406.~~

(Code 1981, § 14-220; Code 1998, § 102-471)



**AGENDA ACTION FORM**

**Amend the General Project Fund, Meadowview Project Fund, Cattails Project Fund, Water Project Fund, and Sewer Project Fund Budgets by Appropriating General Obligation Public Improvement Bond Series 2019**

To: Board of Mayor and Aldermen  
 From: Chris McCart, City Manager *CM*

Action Form No.: AF-266-2019  
 Work Session: November 18, 2019  
 First Reading: November 19, 2019  
 Final Adoption: December 3, 2019  
 Staff Work By: Morris/Smith/Winkle  
 Presentation By: McCart

**Recommendation:**  
 Approve the Ordinance.

**Executive Summary:**  
 On September 17, 2019, the BMA approved resolution 2020-049 to issue General Obligation Public Improvement Bond Series 2019 not to exceed \$20,250,000 for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; the acquisition, construction, improvement, and renovation of public school facilities; road, street, parking, and sidewalk construction, improvement and expansion, including transmission upgrades; the acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including a satellite salt facility and renovations to court facilities and fire facilities; acquisition of public works equipment, including fire equipment and improvements to technology infrastructure and back office improvements; acquisition, construction, improvement and equipping of public parks and recreational facilities, including Bays Mountain Nature Center; construction and improvement of the Municipality's convention center, including roof replacement; construction, improvement, and equipping of the Municipality's golf course; construction, expansion and improvement of the Municipality's water system; construction, expansion, and improvement of the Municipality's sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs (collectively, the "Project"); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bond.

This ordinance appropriates the funding for these projects.

**Attachments:**  
 1. Ordinance

Funding source appropriate and funds are available: *J*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, THE MEADOWVIEW PROJECT FUND, THE CATTAILS PROJECT FUND, THE WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2019; FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

WHEREAS, Resolution No. 2020-049 to issue General Obligation Public Improvement Bond Series 2019 not to exceed \$20,250,000 for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; the acquisition, construction, improvement, and renovation of public school facilities; road, street, parking, and sidewalk construction, improvement and expansion, including transmission upgrades; the acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including a satellite salt facility and renovations to court facilities and fire facilities; acquisition of public works equipment, including fire equipment and improvements to technology infrastructure and back office improvements; acquisition, construction, improvement and equipping of public parks and recreational facilities, including Bays Mountain Nature Center; construction and improvement of the Municipality's convention center, including roof replacement; construction, improvement, and equipping of the Municipality's golf course; construction, expansion and improvement of the Municipality's water system; construction, expansion, and improvement of the Municipality's sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs (collectively, the "Project"); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bond;

Section I. That the General Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2019 to fund the Court/Public Facilities Imp Phase 2 project (GP1820) in the amount of \$3,025,130, the Local Roads project (GP2000) in the amount of \$2,000,000, the Education Facilities project (GP2002) in the amount of \$1,000,000, the Fire Facilities project (GP2003) in the amount of \$625,000, the Facility Maint/Imp HVAC project (GP2009) in the amount of \$475,000, the Bays Mountain Nature Center Improvements project (GP1845) in the amount of \$400,000, the IT Infrastructure/Back Office Improvements project (GP2005) in the amount of \$360,000, the Facilities ADA project (GP1909) in the amount of \$345,000, the Public Works ADA project (GP2007) in the amount of \$300,000, the Lynn View Improvements Phase 1 project (GP2006) in the amount of \$75,000, the Brickyard Park Expansion project (GP2008) in the amount of \$150,000, the Street Resurfacing project (GP1846) in the amount of \$100,000, the LPRF Grant Matching project (GP2022) in the amount of \$250,000, and the Local Rds Concrete Repairs project (GP2004) in the amount of \$500,000 and by transferring funds from the General Projects project (GP1750) to the Street Resurfacing project (NC2000) in the amount \$170,000 and to the Salt Shed project (NC2012) in the amount of \$100,000.

Section II. That the Meadowview Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2019 to fund the Meadowview Roof project (MV2000) in the amount of \$350,000.

Section III. That the Cattails Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2019 to the Cattails Improvements project (CG2000) in the amount of \$190,000, and the Pro Shop Improvements project (CG2001) in the amount of \$60,000.

Section IV. That the Water Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2019 to fund the WTP Chemical Feed (WA1900) in the amount of \$3,400,000, the Master Water Plan Upgrades (WA2001) in the amount of \$1,500,000, the Water SCADA Improvements project (WA1700) in the amount of \$780,000, and the Water Tank Rehabilitation project (WA2000) in the amount of \$500,000.

Section V. That the Sewer Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2019 to fund the Misc I & I Rehab project (SW2000) in the amount of \$1,000,000, the Sherwood Dr Property Purchase project (SW2001) in the amount of \$600,000, the WWTP Equalization

Basin project (SW2002) in the amount of \$500,000, the New Crew Equipment project (SW2003) in the amount of \$500,000, the System Wide Flow Monitoring project (SW2004) in the amount of \$400,000, the Misc Sewer Line Rehab project (SW1902) in the amount of \$300,000, the System Improvements SLS project (SW2005) in the amount of \$300,000, and the Lift Station Bypass Pumps project (SW2007) in the amount of \$90,000.

**G.O. Public Improvements Series  
2019**

		<u>Budget</u>	<u>Amendments Increase (Decrease)</u>	<u>Amended Budget</u>
<b>General Project Fund: 311</b>				
<b>Court/Public Facility Pln (GP1820)</b>				
<b>Revenue:</b>				
311-0000-368.10-55	Series 2017 A GO Bonds	1,078,687	0	1,078,687
311-0000-368.10-56	GO Bonds Series 2018 A	3,681,523	0	3,681,523
311-0000-368.10-66	Series 2019 GO Improvement	0	2,805,102	2,805,102
311-0000-368.21-01	Premium From Bond Sale	308,178	252,135	560,313
311-0000-391.01-00	From General Fund	2,750,000	0	2,750,000
<b>Total Revenue</b>		<b>7,818,388</b>	<b>3,057,237</b>	<b>10,875,625</b>
<b>Appropriation:</b>				
311-0000-601.20-20	Professional/Consultant	8,000	0	8,000
311-0000-601.20-22	Construction Contracts	18,500	0	18,500
311-0000-601.20-23	Arch/Eng/Landscaping Serv	406,200	0	406,200
311-0000-601.20-30	Electric Service	31,036	0	31,036
311-0000-601.20-33	Water and Sewer Service	8,964	0	8,964
311-0000-601.40-41	Bond Sale Expense	136,088	32,107	168,195
311-0000.601.90-02	Buildings	2,827,493	0	2,827,493
311-0000.601.90-03	Improvements	32,300	3,025,130	3,057,430
311-0000.601.90-06	Purchases \$5,000 & Over	4,349,807	0	4,349,807
<b>Total Appropriation</b>		<b>7,818,388</b>	<b>3,057,237</b>	<b>10,875,625</b>
<b>Local Roads (GP2000)</b>				
<b>Revenue:</b>				
311-0000-368.10-66	Series 2019 GO Improvement	0	1,854,533	1,854,533
311-0000-368.21-01	Premium From Bond Sale	0	166,694	166,694
<b>Total Revenue</b>		<b>0</b>	<b>2,021,227</b>	<b>2,021,227</b>
<b>Appropriation:</b>				
311-0000-601.40-41	Bond Sale Expense	0	21,227	21,227
311-0000.601.90-03	Improvements	0	2,000,000	2,000,000
<b>Total Appropriation</b>		<b>0</b>	<b>2,021,227</b>	<b>2,021,227</b>
<b>Education-Facilities Main (GP2002)</b>				
<b>Revenue:</b>				
311-0000-368.10-66	Series 2019 GO Improvement	0	927,267	927,267
311-0000-368.21-01	Premium From Bond Sale	0	83,347	83,347
<b>Total Revenue</b>		<b>0</b>	<b>1,010,614</b>	<b>1,010,614</b>
<b>Appropriation:</b>				
311-0000-601.40-41	Bond Sale Expense	0	10,614	10,614
311-0000.601.90-03	Improvements	0	1,000,000	1,000,000
<b>Total Appropriation</b>		<b>0</b>	<b>1,010,614</b>	<b>1,010,614</b>

**Fire-Facilities/Capital (GP2003)**

**Revenue:**

311-0000-368.10-66	Series 2019 GO Improvement	0	579,542	579,542
311-0000-368.21-01	Premium From Bond Sale	0	52,092	52,092
<b>Total Revenue</b>		<b>0</b>	<b>631,634</b>	<b>631,634</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	0	6,634	6,634
311-0000.601.90-03	Improvements	0	625,000	625,000
<b>Total Appropriation</b>		<b>0</b>	<b>631,634</b>	<b>631,634</b>

**Faci Maint-Improv HVAC (GP2009)**

**Revenue:**

311-0000-368.10-66	Series 2019 GO Improvement	0	440,452	440,452
311-0000-368.21-01	Premium From Bond Sale	0	39,590	39,590
<b>Total Revenue</b>		<b>0</b>	<b>480,042</b>	<b>480,042</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	0	5,042	5,042
311-0000.601.20-22	Construction Contracts	0	475,000	475,000
<b>Total Appropriation</b>		<b>0</b>	<b>480,042</b>	<b>480,042</b>

**Bays Mtn Nat Ctr Impro (GP1845)**

**Revenue:**

311-0000-368.10-56	GO Bonds Series 2018 A	295,883	0	295,883
311-0000-368.10-66	Series 2019 GO Improvement	0	370,907	370,907
311-0000-368.21-01	Premium From Bond Sale	10,985	33,339	44,324
<b>Total Revenue</b>		<b>306,868</b>	<b>404,246</b>	<b>711,114</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	6,868	4,246	11,114
311-0000.601.20-22	Construction Contracts	0	400,000	400,000
311-0000.601.90-03	Improvements	300,000	0	300,000
<b>Total Appropriation</b>		<b>306,868</b>	<b>404,246</b>	<b>711,114</b>

**IT-Tech Infra & Back Offi (GP2005)**

**Revenue:**

311-0000-368.10-66	Series 2019 GO Improvement	0	333,816	333,816
311-0000-368.21-01	Premium From Bond Sale	0	30,005	30,005
<b>Total Revenue</b>		<b>0</b>	<b>363,821</b>	<b>363,821</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	0	3,821	3,821
311-0000.601.90-03	Improvements	0	360,000	360,000
<b>Total Appropriation</b>		<b>0</b>	<b>363,821</b>	<b>363,821</b>

**Facilities ADA (GP1909)**

**Revenue:**

311-0000-368.10-56	GO Bonds Series 2018 A	172,598	0	172,598
311-0000-368.10-66	Series 2019 GO Improvement	0	319,907	319,907
311-0000-368.21-01	Premium From Bond Sale	6,408	28,755	35,163
<b>Total Revenue</b>		<b>179,006</b>	<b>348,662</b>	<b>527,668</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	4,006	3,662	7,668
311-0000.601.90-03	Improvements	175,000	345,000	520,000
<b>Total Appropriation</b>		<b>179,006</b>	<b>348,662</b>	<b>527,668</b>

**Public Works-Parks ADA (GP2007)**

**Revenue:**

311-0000-368.10-66	Series 2019 GO Improvement	0	278,180	278,180
311-0000-368.21-01	Premium From Bond Sale	0	25,004	25,004
<b>Total Revenue</b>		<b>0</b>	<b>303,184</b>	<b>303,184</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	0	3,184	3,184
311-0000.601.90-03	Improvements	0	300,000	300,000
<b>Total Appropriation</b>		<b>0</b>	<b>303,184</b>	<b>303,184</b>

**Lynn View Improv-Ph 1 (GP2006)**

**Revenue:**

311-0000-368.10-66	Series 2019 GO Improvement	0	69,545	69,545
311-0000-368.21-01	Premium From Bond Sale	0	6,251	6,251
<b>Total Revenue</b>		<b>0</b>	<b>75,796</b>	<b>75,796</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	0	796	796
311-0000.601.90-03	Improvements	0	75,000	75,000
<b>Total Appropriation</b>		<b>0</b>	<b>75,796</b>	<b>75,796</b>

**Brickyard Park Expansion (GP2008)**

**Revenue:**

311-0000-368.10-66	Series 2019 GO Improvement	0	139,090	139,090
311-0000-368.21-01	Premium From Bond Sale	0	12,502	12,502
<b>Total Revenue</b>		<b>0</b>	<b>151,592</b>	<b>151,592</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	0	1,592	1,592
311-0000-601.90-06	Purchases Over \$5,000	0	150,000	150,000
<b>Total Appropriation</b>		<b>0</b>	<b>151,592</b>	<b>151,592</b>

**Street Resurfacing (GP1846)**

**Revenue:**

311-0000-368.10-41	Series 2012 C GO PUB IMP	6,032	0	6,032
311-0000-368.10-51	Series 2015 A (OCT) GO PI	23,102	0	23,102
311-0000-368.10-54	Series 2016 GO (NOV 4)	300,000	0	300,000
311-0000-368.10-55	Series 2017 A GO Bonds	2,985,000	0	2,985,000
311-0000-368.10-66	Series 2019 GO Improvement	0	92,727	92,727
311-0000-368.21-01	Premium From Bond Sale	0	8,335	8,335
<b>Total Revenue</b>		<b>3,314,134</b>	<b>101,062</b>	<b>3,415,196</b>

**Appropriation:**

311-0000-601.20-23	Arch/Eng/Landscaping Serv	186,145	0	186,145
311-0000-601.40-41	Bond Sale Expense	0	1,062	1,062
311-0000.601.90-03	Improvements	3,127,989	100,000	3,227,989
<b>Total Appropriation</b>		<b>3,314,134</b>	<b>101,062</b>	<b>3,415,196</b>

**LPRF Grant (GP2022)**

**Revenue:**

311-0000-332.72-01	Dept of Conservation/LPRF	250,000	0	250,000
311-0000-368.10-66	Series 2019 GO Improvement	0	231,817	231,817
311-0000-368.21-01	Premium From Bond Sale	0	20,837	20,837
311-0000-391.01-00	From General Fund	60,000	0	60,000
<b>Total Revenue</b>		<b>310,000</b>	<b>252,654</b>	<b>562,654</b>

**Appropriation:**

311-0000-601.20-22	Construction Contracts	20,000	0	20,000
311-0000-601.20-23	Arch/Eng/Landscaping Serv	40,000	0	40,000
311-0000-601.40-41	Bond Sale Expense	0	2,654	2,654
311-0000.601.90-03	Improvements	250,000	250,000	500,000
<b>Total Appropriation</b>		<b>310,000</b>	<b>252,654</b>	<b>562,654</b>

**Local Roads/Concrete Repairs (GP2004)**

**Revenue:**

311-0000-368.10-66	Series 2019 GO Improvement	0	463,633	463,633
311-0000-368.21-01	Premium From Bond Sale	0	41,674	41,674
<b>Total Revenue</b>		<b>0</b>	<b>505,307</b>	<b>505,307</b>

**Appropriation:**

311-0000-601.40-41	Bond Sale Expense	0	5,307	5,307
311-0000.601.90-03	Improvements	0	500,000	500,000
<b>Total Appropriation</b>		<b>0</b>	<b>505,307</b>	<b>505,307</b>

**General Projects (GP1750)**

**Revenue:**

311-0000-391.01-00	From General Fund	866,977	(270,000)	596,977
<b>Total Revenue</b>		<b>866,977</b>	<b>(270,000)</b>	<b>596,977</b>

**Appropriation:**

311-0000-601.20-20	Professional/Consultant	25,000	0	25,000
311-0000-601.30-20	Operating Supplies & Tool	10,000	0	10,000
311-0000-601.90-03	Improvements	831,977	(270,000)	561,977
<b>Total Appropriations</b>		<b>866,977</b>	<b>(270,000)</b>	<b>596,977</b>

**General Fund: 110**

**Appropriation:**

110-4804-481.70-35	To General Proj-Special Rev	2,168,200	270,000	2,438,200
110-4804-481.70-36	To General Project Fund	1,033,750	(270,000)	763,750
<b>Total Appropriations</b>		<b>3,201,950</b>	<b>0</b>	<b>3,201,950</b>

**Gen Projects-Special Rev Fund:**

**111**

**Street Resurfacing (NC2000)**

**Revenue:**

111-0000-391.01-00	From General Fund	2,168,200	170,000	2,338,200
<b>Total Revenue</b>		<b>2,168,200</b>	<b>170,000</b>	<b>2,338,200</b>

**Appropriation:**

111-0000-601.20-22	Construction Contracts	2,168,200	170,000	2,338,200
<b>Total Appropriations</b>		<b>2,168,200</b>	<b>170,000</b>	<b>2,338,200</b>

**Salt Shed (NC2012)**

**Revenue:**

111-0000-391.01-00	From General Fund	0	100,000	100,000
<b>Total Revenue</b>		<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Appropriation:**

111-0000-601.20-22	Construction Contracts	0	100,000	100,000
<b>Total Appropriations</b>		<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Meadowview Fund: 420**

**Revenue:**

420-0000-392.99-30	Series 2019 GO Improvment	0	350,000	350,000
<b>Total Revenue</b>		<b>0</b>	<b>350,000</b>	<b>350,000</b>

**Appropriation:**

420-6999-698.78-56	Series 2019 GO Improvment	0	350,000	350,000
<b>Total Appropriations</b>		<b>0</b>	<b>350,000</b>	<b>350,000</b>

**Meadowview Project Fund: 454**

**Meadowview Roof (MV2000)**

**Revenue:**

454-0000-391.05-56	Series 2019 GO Improvment	0	350,000	350,000
<b>Total Revenue</b>		<b>0</b>	<b>350,000</b>	<b>350,000</b>

**Appropriation:**

454-0000-601.20-22	Construction Contracts	0	350,000	350,000
<b>Total Appropriations</b>		<b>0</b>	<b>350,000</b>	<b>350,000</b>

**Cattails Fund:421**

**Revenue:**

421-0000-392.99-30	Series 2019 GO Improvment	0	250,000	250,000
<b>Total Revenue</b>		<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Appropriation:**

421-6999-698.78-56	Series 2019 GO Improvment	0	250,000	250,000
<b>Total Appropriations</b>		<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Cattails Project Fund:453**  
**Cattails Equipment (CG2000)**

**Revenue:**

453-0000-391.05-56	Series 2019 GO Improvment	0	190,000	190,000
<b>Total Revenue</b>		<b>0</b>	<b>190,000</b>	<b>190,000</b>

**Appropriation:**

453-0000-601.90-03	Improvements	0	190,000	190,000
<b>Total Appropriations</b>		<b>0</b>	<b>190,000</b>	<b>190,000</b>

**Pro Shop Improvements (CG2001)**

**Revenue:**

453-0000-391.05-56	Series 2019 GO Improvment	0	60,000	60,000
<b>Total Revenue</b>		<b>0</b>	<b>60,000</b>	<b>60,000</b>

**Appropriation:**

453-0000-601.90-03	Improvements	0	60,000	60,000
<b>Total Appropriations</b>		<b>0</b>	<b>60,000</b>	<b>60,000</b>

**Water Fund: 411**

**Revenue:**

411-0000-392.99-30	Series 2019 GO Improvment	0	6,180,000	6,180,000
<b>Total Revenue</b>		<b>0</b>	<b>6,180,000</b>	<b>6,180,000</b>

**Appropriation:**

411-6999-698.78-56	Series 2019 GO Improvment	0	6,180,000	6,180,000
<b>Total Appropriations</b>		<b>0</b>	<b>6,180,000</b>	<b>6,180,000</b>

**Water Project Fund:451**  
**WTP Chemical Feed (WA1900)**

**Revenue:**

451-0000-391.05-48	GO Bonds Series 2018 B	2,000,000	0	2,000,000
451-0000-391.05-56	Series 2019 GO Improvment	0	3,400,000	3,400,000
<b>Total Revenue</b>		<b>2,000,000</b>	<b>3,400,000</b>	<b>5,400,000</b>

**Appropriation:**

451-0000-605.20-22	Construction Contracts	2,000,000	3,400,000	5,400,000
<b>Total Appropriations</b>		<b>2,000,000</b>	<b>3,400,000</b>	<b>5,400,000</b>

**Master Plan Water Upgrade**  
**(WA2001)**

**Revenue:**

451-0000-391.05-56	Series 2019 GO Improvment	0	1,500,000	1,500,000
<b>Total Revenue</b>		<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>

**Appropriation:**

451-0000-605.20-23	Arch/Eng/Landscaping Serv	0	1,500,000	1,500,000
<b>Total Appropriations</b>		<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>

**Water SCADA Imp (WA1700)**

**Revenue:**

451-0000-391.05-31	2014 B GO Bonds	832,639	0	832,639
451-0000-391.05-45	Series 2016 GO (Nov)	1,200,000	0	1,200,000
451-0000-391.05-56	Series 2019 GO Improvement	0	780,000	780,000
451-0000-391.45-00	From Water Fund	102,785	0	102,785
<b>Total Revenue</b>		<b>2,135,424</b>	<b>780,000</b>	<b>2,915,424</b>

**Appropriation:**

451-0000-605.20-22	Construction Contracts	2,030,424	780,000	2,810,424
451-0000-605.20-23	Arch/Eng/Landscaping Serv	105,000	0	105,000
<b>Total Appropriations</b>		<b>2,135,424</b>	<b>780,000</b>	<b>2,915,424</b>

**Tank Rehabilitation (WA2000)**

**Revenue:**

451-0000-391.05-56	Series 2019 GO Improvement	0	500,000	500,000
<b>Total Revenue</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Appropriation:**

451-0000-605.90-03	Improvements	0	500,000	500,000
<b>Total Appropriations</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Sewer Fund:412**

**Revenue:**

412-0000-392.99-30	Series 2019 GO Improvement	0	3,690,000	3,690,000
<b>Total Revenue</b>		<b>0</b>	<b>3,690,000</b>	<b>3,690,000</b>

**Appropriation:**

412-6999-698.78-56	Series 2019 GO Improvement	0	3,690,000	3,690,000
<b>Total Appropriations</b>		<b>0</b>	<b>3,690,000</b>	<b>3,690,000</b>

**Sewer Project Fund:452**

**Misc I & I Rehab (SW2000)**

**Revenue:**

452-0000-391.05-56	Series 2019 GO Improvement	0	1,000,000	1,000,000
<b>Total Revenue</b>		<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**Appropriation:**

452-0000-606.20-22	Construction Contracts	0	1,000,000	1,000,000
<b>Total Appropriations</b>		<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**Sherwood Dr Property Purchase (SW2001)**

**Revenue:**

452-0000-391.05-56	Series 2019 GO Improvement	0	600,000	600,000
<b>Total Revenue</b>		<b>0</b>	<b>600,000</b>	<b>600,000</b>

**Appropriation:**

452-0000-606.90-01	Land	0	600,000	600,000
<b>Total Appropriation</b>		<b>0</b>	<b>600,000</b>	<b>600,000</b>

**WWTP Equalization Basin  
(SW2002)**

**Revenue:**

452-0000-391.05-56	Series 2019 GO Improvement	0	500,000	500,000
<b>Total Revenue</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Appropriation:**

452-0000-606.20-22	Construction Contracts	0	500,000	500,000
<b>Total Appropriation</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

**New Crew Equipment (SW2003)**

**Revenue:**

452-0000-391.05-56	Series 2019 GO Improvement	0	500,000	500,000
452-0000-391.42-00	From Sewer Fund	296,900	0	296,900
<b>Total Revenue</b>		<b>296,900</b>	<b>500,000</b>	<b>796,900</b>

**Appropriation:**

452-0000-606.90-06	Purchases \$5,000 & Over	296,900	500,000	796,900
<b>Total Appropriation</b>		<b>296,900</b>	<b>500,000</b>	<b>796,900</b>

**Systemwide Flow Monitoring  
(SW2004)**

**Revenue:**

452-0000-391.05-56	Series 2019 GO Improvement	0	400,000	400,000
452-0000-391.42-00	From Sewer Fund	125,000	0	125,000
<b>Total Revenue</b>		<b>125,000</b>	<b>400,000</b>	<b>525,000</b>

**Appropriation:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	125,000	400,000	525,000
<b>Total Appropriation</b>		<b>125,000</b>	<b>400,000</b>	<b>525,000</b>

**Misc Sewer Line Rehab (SW1902)**

**Revenue:**

452-0000-391.05-40	2015 A (Oct) GP Pub Imp	330,747	0	330,747
452-0000-391.05-45	Series 2016 GO (Nov 4)	112,000	0	112,000
452-0000-391.05-56	Series 2019 GO Improvement	0	300,000	300,000
452-0000-391.42-00	From Sewer Fund	871,355	0	871,355
<b>Total Revenue</b>		<b>1,314,102</b>	<b>300,000</b>	<b>1,614,102</b>

**Appropriation:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	166,000	50,000	216,000
452-0000-606.90-01	Land	10,000	0	10,000
452-0000-606.90-03	Improvements	1,138,102	250,000	1,388,102
<b>Total Appropriation</b>		<b>1,314,102</b>	<b>300,000</b>	<b>1,614,102</b>

**System Improvements SLS  
(SW2005)**

**Revenue:**

452-0000-391.05-56	Series 2019 GO Improvement	0	300,000	300,000
<b>Total Revenue</b>		<b>0</b>	<b>300,000</b>	<b>300,000</b>

**Appropriation:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	0	40,000	40,000
452-0000-606.90-03	Improvements	0	260,000	260,000
<b>Total Appropriation</b>		<b>0</b>	<b>300,000</b>	<b>300,000</b>

**Lift Station Bypass Pumps**  
**(SW2007)**

**Revenue:**

452-0000-391.05-56	Series 2019 GO Improvment	0	90,000	90,000
<b>Total Revenue</b>		<b>0</b>	<b>90,000</b>	<b>90,000</b>

**Appropriation:**

452-0000-606.90-04	Equipment	0	90,000	90,000
<b>Total Appropriation</b>		<b>0</b>	<b>90,000</b>	<b>90,000</b>

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

\_\_\_\_\_  
 PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
 SIDNEY COX  
 City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



AGENDA ACTION FORM

**Amend the City Code by Adding a New Section in Chapter 62, Offenses and Nuisances, Pertaining to Permanent or Temporary Structures on Public Rights-of-Way**

To: Board of Mayor and Aldermen  
From: Chris McCart, City Manager *CM*

Action Form No.: AF-253-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

Final Adoption: **November 19, 2019**  
Staff Work By: McCart, Billingsley  
Presentation By: Chris McCart

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Management of public rights-of-way for use by the city is important for aesthetic, to protect the public rights-of-way and items located therein from damage, prevent the hindrance of maintenance of the public rights-of-way, and to protect the public safety. The attached ordinance generally prohibits encroachments, and the placement of structures and objects in or on public rights-of-way of the city.

**Attachments:**  
1. Ordinance

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY ADDING A NEW SECTION TO CHAPTER 62, OFFENSES AND NUISANCES, PERTAINING TO TEMPORARY OR PERMANENT STRUCTURES ON PUBLIC RIGHTS-OF-WAY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE;

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

SECTION I. That the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding a new section following Section 62-49, which shall be designated Section 62-50 and shall read as follows:

**Sec. 62-50 Placing Encroachments, Structures, or Objects on or in Public Rights-of-Way.**

- (a) The board of mayor and aldermen finds that unauthorized encroachments, structures, or objects that are not easily moved or are permanent that are placed on or in the public right-of-way have a the detrimental effect to the aesthetic appearance and natural beauty of the city and its visual attractiveness, can cause damage to the public right-of-way and authorized objects and structures contained therein, can hinder the maintenance of the surface of the public right-of-way, and can endanger the public safety.
- (b) As used in this section the term "public right-of-way" means real property that is offered by dedication for public use and used or accepted as a public right-of-way.
- (c) Except as set forth herein it shall be unlawful to erect, install, place, leave, or set up any type of encroachment, structure, or object, including items used for shelter, that is temporary, (except if it easily moved and a list is used to facilitate First Amendment rights as discussed in *Tucker v. City of Fairfield*, 398 F.3d 457 (6<sup>th</sup> Cir. 2005)), or that is permanent on or in the public right-of-way. Nothing in this section shall be construed to prohibit the exercise of rights preserved by the First Amendment of the United States Constitution or Article I, sections 19 and 23 of the Tennessee Constitution.
- (d) In addition to other remedies provided by law, such encroachments, objects, and structures are hereby declared to be a public nuisance.
- (e) The provisions of this section do not apply to:
  - (1) Merchandise in the course of lawful receipt or delivery, unless that merchandise remains on or in the public right-of-way for a period longer than two (2) hours, whereupon the provisions of this section apply.
  - (2) Material deposited on or in public right-of-way for less than two (2) hours, unless the material is deposited with the intent to interfere with free passage or to block or attempt to block or interfere with any person(s) using the public right-of-way.
  - (3) Utility services, such as electrical, water, gas, telephone, and cable.
  - (4) Structures on or in public right-of-way pursuant to a permit from the community services division of the city for special events, provided for the time set out in the permit and said permit on file with the city will allow a person to set up a temporary structure(s) on public right-of-way. Such structure(s) shall be inspected by the Fire Marshall to determine proper installation of same.

- (5) U.S. mailboxes installed in accordance with the United States Post Office regulations for the purpose of receiving or sending U.S. mail.
  - (6) The right the property owner may have under Tennessee law to use public right-of-way located on a property owner's property, provided such use is not inconsistent with the use of the public right-of-way by the city.
  - (7) Items or activities regulated by other provisions of this code, by agreement with the city, or by state law, including but not limited to, sidewalk cafe dining facilities, trees and shrubs, garbage, trash, vehicles, signs, franchises, or right-of-way agreements for utilities.
- (f) The public works department and the city police department are authorized and directed to administer and enforce this section. Any encroachment or structure or object placed on or in the public right-of-way or encroachment in violation of this section is a public nuisance. Any structure or object in violation of this section on or in the public right-of-way may be abated by the city, provided it is not occupied or attended to by a person. Unless the structure or object poses a danger to the public or obstructs vehicular or pedestrian movement, prior to abatement of the structure or object by the city, a written warning shall be posted on the structure or object requiring it to be removed within 24 hours of the time listed on the notice. If the structure or object remains after the 24 hour period, or the structure or object is relocated or reappears on the public right-of-way, it may be removed without further notice, and the person(s) or entity(ies) responsible for the unlawful structure or object shall be responsible for the expense incurred by the city incurred in removing the structure or object. Such removed structure or object, and accompanying property may be disposed of by the city unless the owner of claims the property at the office of the city manager within 30 days after the removal of the structure or object.
- (g) Any person convicted of a violation of any provision of this code or any ordinance, rule, or regulation adopted or issued in pursuance thereof shall be fined not less than ten (\$10.00) dollars no more than fifty (\$50.00) dollars. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies at law or equity, including, but not limited to abatement of nuisances, and injunctive relief.

SECTION III. It is hereby declared that the sections, clauses, sentences, and parts of this ordinance are severable, are not matters of mutual essential inducement, and any of them shall be excised if the ordinance would otherwise be unconstitutional or ineffective. If any section, sentence, clause, or phrase of this ordinance should be held invalid

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

\_\_\_\_\_  
 PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
 SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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

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

For Item VI C.6 BMA Business Meeting – November 19, 2019

After the motion and the second to pass the ordinance on second reading has been made, the following motion should be made:

**I move to amend the ordinance as read by the city attorney as follows:**

City Attorney will read the following:

In the third line of subsection (c) delete the words “a list” and insert in its place the word “is”.

Delete all the words in subsection (e)(3) and substitute in its place the following: “Utility services, including, but not limited to electric, water, gas, telephone, and cable.”

Delete all the words in subsection (e)(4) and substitute in its place the following: “Encroachments, structures, or objects on or in public right-of-way pursuant to a permit from the community services division of the city for special events, provided it is for the time set out in the permit and said permit on file with the city will allow a person to set up a temporary encroachment, structure, or objects on public right-of-way. Such encroachments, structures, and objects shall be inspected by the fire marshal to determine proper installation of same.”

In subsection (e)(7) insert a comma after the words “by state law”.

In the third line of subsection (f) delete the words “or encroachment” and in the 12<sup>th</sup> line following the words “the city” delete the word “incurred”.

All as shown in a copy of the proposed ordinance marked “Revised showing proposed amendments to proposed ordinance action form number 253-2019” in the top left corner showing the changes tracked handed out to the members of the board at the work session on November 18, 2019, and included in the packet for the meeting tonight, and a copy of which has been provided to the City Recorder.

Members of the board,

For your convenience I have set out the procedure to amend the ordinance once a motion to pass the ordinance on second reading has been made and seconded.

1. Receive the motion to amend the ordinance and the second to the motion.

2. Once the motion to amend is made and seconded, it would be proper to ask if there is any discussion on the amendment.
3. When the discussion is finished or if there is none, call for a vote on the amendment.
4. Assuming the amendment passes, announce that it has passed and that we are back on the main motion as amended.
5. Ask if there is discussion on the motion as amended.
6. When the discussion is completed or if there is none, call for a vote.

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY ADDING A NEW SECTION TO CHAPTER 62, OFFENSES AND NUISANCES, PERTAINING TO TEMPORARY OR PERMANENT STRUCTURES ON PUBLIC RIGHTS-OF-WAY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE;

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

SECTION I. That the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding a new section following Section 62-49, which shall be designated Section 62-50 and shall read as follows:

**Sec. 62-50 Placing Encroachments, Structures, or Objects on or in Public Rights-of-Way.**

- (a) The board of mayor and aldermen finds that unauthorized encroachments, structures, or objects that are not easily moved or are permanent that are placed on or in the public right-of-way have a the detrimental effect to the aesthetic appearance and natural beauty of the city and its visual attractiveness, can cause damage to the public right-of-way and authorized structures and objects contained therein, can hinder the maintenance of the surface of the public right-of-way, and can endanger the public safety.
- (b) As used in this section the term "public right-of-way" means real property that is offered by dedication for public use and used or accepted as a public right-of-way.
- (c) Except as set forth herein it shall be unlawful to erect, install, place, leave, or set up any type of encroachment, structure, or object, including items used for shelter, that is temporary, (except if it easily moved and ~~a list is~~ used to facilitate First Amendment rights as discussed in *Tucker v. City of Fairfield*, 398 F.3d 457 (6<sup>th</sup> Cir. 2005)), or that is permanent on or in the public right-of-way. Nothing in this section shall be construed to prohibit the exercise of rights preserved by the First Amendment of the United States Constitution or Article I, sections 19 and 23 of the Tennessee Constitution.
- (d) In addition to other remedies provided by law, such encroachments, objects, and structures are hereby declared to be a public nuisance.
- (e) The provisions of this section do not apply to:
  - (1) Merchandise in the course of lawful receipt or delivery, unless that merchandise remains on or in the public right-of-way for a period longer than two (2) hours, whereupon the provisions of this section apply.
  - (2) Material deposited on or in public right-of-way for less than two (2) hours, unless the material is deposited with the intent to interfere with free passage or to block or attempt to block or interfere with any person(s) using the public right-of-way.
  - (3) ~~Utility services, such as electric, water, gas, telephone, and cable~~ Utility services, including, but not limited to electric, water, gas, telephone, and cable.
  - (4) ~~Structures on or in public right-of-way on or in public right-of-way pursuant to a permit from the community services division of the city for special events, provided for the time set out in the permit and said permit on file with the city will allow a person to set up a temporary structure(s) on public right-of-way. Such structure(s) shall be inspected by the Fire Marshall to determine proper installation of same~~ Encroachments, structures, or objects on or in

public right-of-way pursuant to a permit from the community services division of the city for special events, provided it is for the time set out in the permit and said permit on file with the city will allow a person to set up a temporary encroachment, structure, or objects on public right-of-way. Such encroachments, structures, and objects shall be inspected by the fire marshal to determine proper installation of same.

- (5) U.S. mailboxes installed in accordance with the United States Post Office regulations for the purpose of receiving or sending U.S. mail.
- (6) The right the property owner may have under Tennessee law to use public right-of-way located on a property owner's property, provided such use is not inconsistent with the use of the public right-of-way by the city.
- (7) Items or activities regulated by other provisions of this code, by agreement with the city, or by state law, including, but not limited to, sidewalk cafe dining facilities, trees and shrubs, garbage, trash, vehicles, signs, franchises, or right-of-way agreements for utilities.
- (f) The public works department and the city police department are authorized and directed to administer and enforce this section. Any encroachment or structure or object placed on or in the public right-of-way ~~or encroachment~~ in violation of this section is a public nuisance. Any structure or object in violation of this section on or in the public right-of-way may be abated by the city, provided it is not occupied or attended to by a person. Unless the structure or object poses a danger to the public or obstructs vehicular or pedestrian movement, prior to abatement of the structure or object by the city, a written warning shall be posted on the structure or object requiring it to be removed within 24 hours of the time listed on the notice. If the structure or object remains after the 24 hour period, or the structure or object is relocated or reappears on the public right-of-way, it may be removed without further notice, and the person(s) or entity(ies) responsible for the unlawful structure or object shall be responsible for the expense incurred by the city ~~incurred~~ in removing the structure or object. Such removed structure or object, and accompanying property may be disposed of by the city unless the owner of claims the property at the office of the city manager within 30 days after the removal of the structure or object.
- (g) Any person convicted of a violation of any provision of this code or any ordinance, rule, or regulation adopted or issued in pursuance thereof shall be fined not less than ten (\$10.00) dollars no more than fifty (\$50.00) dollars. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies at law or equity, including, but not limited to abatement of nuisances, and injunctive relief.

SECTION III. It is hereby declared that the sections, clauses, sentences, and parts of this ordinance are severable, are not matters of mutual essential inducement, and any of them shall be excised if the ordinance would otherwise be unconstitutional or ineffective. If any section, sentence, clause, or phrase of this ordinance should be held invalid

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

---

PATRICK W. SHULL, Mayor

ATTEST:

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SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING \_\_\_\_\_

PASSED ON 2ND READING \_\_\_\_\_



AGENDA ACTION FORM

**Amend the City Code by Adding a New Section in Chapter 62, Offenses and Nuisances, Pertaining to Permanent or Temporary Structures on Public Rights-of-Way**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-253-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

Final Adoption: November 19, 2019  
Staff Work By: McCartt, Billingsley  
Presentation By: Chris McCartt

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

Management of public rights-of-way for use by the city is important for aesthetic, to protect the public rights-of-way and items located therein from damage, prevent the hindrance of maintenance of the public rights-of-way, and to protect the public safety. The attached ordinance generally prohibits encroachments, and the placement of structures and objects in or on public rights-of-way of the city.

**Attachments:**

- 1. Ordinance

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Oltzman	—	—	—
Phillips	—	—	—
Shull	—	—	—



**AGENDA ACTION FORM**

**Budget Ordinance to Appropriate Funds from the Tennessee Highway Safety Office's (THSO) FY '20 Coordinator Grant**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-243-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

**Final Adoption: November 19, 2019**  
Staff Work By: Capt. Randall Gore  
Presentation By: Chief David Quillin

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

On October 1, 2019 via AF-219-2019, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Coordinator grant. We have been notified that we were approved for \$20,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized to pay for Officer Matt McGuire's travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

**Attachments:**

- 1. Budget Ordinance

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2020; 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 appropriating funds received from the Tennessee Highway Safety Office in the amount of \$20,000 to the THSO Coordinator Grant project (NC2011) to pay for travel/training to various traffic related workshops and conference. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities. No matching funds are required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 111: General Project/Special Rev Fund</u></b>			
<b><u>THSO Coordinator Grant (NC2011)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-337-6010 Safety/Homeland Security	0	20,000	20,000
<b>Totals:</b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-601-1011 Overtime	0	450	450
111-0000-601-1020 Social Security	0	40	40
111-0000-601-1030 Health Insurance	0	50	50
111-0000-601-1041 TCRS Retirement	0	120	120
111-0000-601-1050 Life Insurance	0	31	31
111-0000-601-1052 Long Term Disability	0	20	20
111-0000-601-1060 Workmen's Comp	0	50	50
111-0000-601-1061 Unemployment Ins.	0	40	40
111-0000-601-2040 Travel Expense	0	1,500	1,500
111-0000-601-2041 Registration Fees/Tuition	0	1,500	1,500
111-0000-601-3020 Operating Supplies & Tools	0	16,199	16,199
<b>Totals:</b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

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.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Budget Ordinance to Appropriate Funds from the Tennessee Highway Safety Office's (THSO) FY '20 Coordinator Grant**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-243-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

Final Adoption: November 19, 2019  
Staff Work By: Capt. Randall Gore  
Presentation By: Chief David Quillin

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

On October 1, 2019 via AF-219-2019, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Coordinator grant. We have been notified that we were approved for \$20,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized to pay for Officer Matt McGuire's travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

**Attachments:**

- 1. Budget Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



**AGENDA ACTION FORM**

**Accept a Private Monetary Donation for the Police K-9 Program and Appropriate Funds**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-250-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

**Final Adoption: November 19, 2019**  
Staff Work By: Comm. Bellamy  
Presentation By: Chief Quillin

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

Kingsport citizen, Fredrick S. Baggett, wishes to make a monetary contribution to the police department in the amount of \$2,500.00. The intended purpose of the contribution is "to support the care, maintenance and training of the K-9 animals of the police department." It is with this action that the police department respectfully requests the board to accept the contribution and place the funds into a project line to be utilized for the furtherance of the K-9 program.

**Attachments:**

- 1. Resolution
- 2. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Duncan	—	—	—
Cooper	—	—	—
George	—	—	—
Phillips	—	—	—
Olterman	—	—	—
Shull	—	—	—

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30, 2020; 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 appropriating funds received from Fredrick S. Baggett in the amount of \$2,500 for the K-9 program.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 111: General Project-Special Revenue Fund</u></b>			
<b><u>K-9 Donation (NC1808)</u></b>			
<b><u>Revenues:</u></b>			
111-0000-364-1000 From Individuals	\$ 4,000	\$ 2,500	\$ 6,500
<b>Totals:</b>	<b>4,000</b>	<b>2,500</b>	<b>6,500</b>
<b><u>Expenditures:</u></b>			
111-0000-601-3012 Food	\$ 2,000	\$ 0	\$ 2,000
111-0000-601-3020 Operating Supplies & Tools	2,000	2,500	4,500
<b>Totals:</b>	<b>4,000</b>	<b>2,500</b>	<b>6,500</b>

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.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



AGENDA ACTION FORM

**Accept a Private Monetary Donation for the Police K-9 Program and Appropriate Funds**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-250-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

Final Adoption: November 19, 2019  
Staff Work By: Comm. Bellamy  
Presentation By: Chief Quillin

**Recommendation:**

Approve the Resolution and Ordinance.

**Executive Summary:**

Kingsport citizen, Fredrick S. Baggett, wishes to make a monetary contribution to the police department in the amount of \$2,500.00. The intended purpose of the contribution is "to support the care, maintenance and training of the K-9 animals of the police department." It is with this action that the police department respectfully requests the board to accept the contribution and place the funds into a project line to be utilized for the furtherance of the K-9 program.

**Attachments:**

1. Resolution
2. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Duncan	—	—	—
Cooper	—	—	—
George	—	—	—
Phillips	—	—	—
Otterman	—	—	—
Shull	—	—	—

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

A RESOLUTION ACCEPTING A MONETARY DONATION FOR  
THE KINGSPORT POLICE DEPARTMENT K-9 PROGRAM

WHEREAS, Frederick S. Baggett would like to donate \$2,500.00, to the Kingsport police department; and

WHEREAS, the purpose of the funds are to support the care, maintenance, and training of the K-9 animals of the Kingsport Police Department.

Now therefore,

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

SECTION I. That the donation to the Kingsport police department's K-9 program from Frederick S. Baggett in the amount of \$2,500.00, is accepted.

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

ADOPTED this the 5th day of November, 2019.

\_\_\_\_\_  
PATRICK W SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

Enter into Agreement with TDOT for Resurfacing of Various Roads

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-248-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

Final Adoption: November 19, 2019  
Staff Work By: M. Thompson / T. Elsea  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Budget Ordinance and Resolution.

**Executive Summary:**

As part of our current paving initiatives we have the opportunity to enter into an agreement with TDOT for resurfacing of various roads. This project consists of milling, grading, repairing, ADA improvements, striping, and signage.

The estimated total cost for all phases of this project is \$2,500,000, which will be funded 80% through Metropolitan Transportation Planning Organization (MTPO) Surface Transportation Block Grant (STBG) funding source (Federal funds); and the local government is responsible for the 20% matching share (estimated amount of \$500,000).

Therefore we request to enter into a Local Agency Project Agreement with TDOT for Resurfacing of Various Roads. It is also requested to transfer funds from NC2007 Street Resurfacing to MP020A Street Resurfacing in the amount of \$500,000.

Project Data: TDOT Agreement #: 190342; PIN: 129800.00; Federal Project #: STP-M-9108(51); State Project #: 82LPLM-F3-096.

**Attachments:**

1. Budget Ordinance
2. Resolution
3. Agreement (23 pages)

Funding source appropriate and funds are available: *ja*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MPO PROJECT FUND  
AND THE GENERAL PROJECTS-SPECIAL REVENUE  
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 MPO Fund and the General Project-Special Revenue Fund budgets be amended by transferring \$500,000 from the Street Resurfacing project (NC2007) and by appropriating TDOT grant funds in the amount of \$2,000,000 to the Street Resurfacing project (MPO20A).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 111: General Project-Special Revenue Fund</u></b>			
<b><u>Street Resurfacing (NC2007)</u></b>			
<b><u>Revenues:</u></b>			
111-0000-391-0100 From General Fund	\$ 500,000	\$ (500,000)	\$ 0
<b>Totals:</b>	<b>500,000</b>	<b>(500,000)</b>	<b>0</b>
<b><u>Expenditures:</u></b>			
111-0000-601-2021 Construction Contracts	\$ 500,000	\$ (500,000)	\$ 0
<b>Totals:</b>	<b>500,000</b>	<b>(500,000)</b>	<b>0</b>
<b><u>Fund 110: General Fund</u></b>			
<b><u>Expenditures:</u></b>			
110-4804-481-7035 To Gen Proj-Special Rev	\$ 2,171,200	\$ (500,000)	\$ 1,671,200
110-4804-481-7052 To MPO Fund	67,632	500,000	567,632
<b>Totals:</b>	<b>2,238,832</b>	<b>0</b>	<b>2,238,832</b>
<b><u>Fund 122: MPO Fund</u></b>			
<b><u>Street Resurfacing (MPO20A)</u></b>			
<b><u>Revenues:</u></b>			
122-0000-337-9010 TN Section 5303 80%	\$ 0	\$ 2,000,000	\$ 2,000,000
122-0000-391-0100 From General Fund	0	500,000	500,000
<b>Totals:</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>

<u>Expenditures:</u>	\$	\$	\$
122-0000-609-2023 Arch/Eng/Landscaping	0	247,000	247,000
122-0000-609-9001 Land	0	25,000	25,000
122-0000-609-9003 Improvements	0	2,228,000	2,228,000
<b>Totals:</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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

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

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

A RESOLUTION APPROVING AGREEMENT NUMBER 190342 WITH THE TENNESSEE DEPARTMENT TRANSPORTATION FOR RESURFACING VARIOUS ROADS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into a Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads; and

WHEREAS, the project consists of milling, grading, repairing, ADA improvements, stripping, and signage; for estimated total cost for all phases of this project of \$2,500,000, which will be funded 80% through Metropolitan Transportation Planning Organization (MTPO) Surface Transportation Block Grant (STBG) funding source (Federal funds) ; and

WHEREAS, the local government is responsible for the 20% matching share (estimated amount of \$500,000); and

WHEREAS, the matching funds are available in MPO20A after the second reading of the attached ordinance.

Now therefore,

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

SECTION I. That Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Number: 190342  
Project Identification Number: 129800.00  
Federal Project Number: STP-M-9108(51)  
State Project Number: 82LPLM-F3-096  
State of Tennessee Department of Transportation  
LOCAL AGENCY PROJECT AGREEMENT

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

"Resurfacing of Various Roads in Kingsport"

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

a) The purpose of this Agreement is to provide for the Department's participation in the project as

further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

**A.2 Modifications and Additions**

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project</b>
Environmental Clearance by:	<b>AGENCY</b>	<b>PROJECT</b>
Preliminary Engineering by:	<b>AGENCY</b>	<b>PROJECT</b>
Right-of-Way by:	<b>AGENCY</b>	<b>PROJECT</b>
Utility Coordination by:	<b>AGENCY</b>	<b>PROJECT</b>
Construction by:	<b>AGENCY</b>	<b>PROJECT</b>

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

The Agency agrees to complete the herein assigned phases of the Project on or before **October 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

**B.3 Environmental Regulations:**

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

**B.4 Plans and Specifications**

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization

to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

**B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1 (a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

**B.6 Approval of the Construction Phase**

In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

- a) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- b) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- c) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- d) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

**B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

**B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1 (a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

1. The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

2. The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

#### **B.9 Railroad**

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

#### **C. PAYMENT TERMS AND CONDITIONS**

##### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

##### **C.2 Eligible Costs:**

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

##### **C.3 Limits on Federal and State Participation:**

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

##### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final

resolution of the dispute.

**C.5 The Department's Obligations:**

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

**1) Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**2) Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

**3) Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**4) Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

**5) Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

**D. STANDARD TERMS AND CONDITIONS**

**D.1 Governing Law:**

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

**D.2 General Compliance with Federal, State, and Local Law:**

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all

damages suffered by the State and/or the Department as a result of said breach.

**D.3 State Law:**

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

**D.9 Maintenance:**

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

**D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

**a) DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

**b) DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

**a) Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI - Civil Rights Act of 1964:**

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:

- 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee,

subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub- recipients of federally appropriated funds shall certify and disclose accordingly.

**D.19 Records:**

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133,

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

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

**D.28 State Liability:**

a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to,

acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

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

**D.33 Deposits:**

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	5 Years
>\$200,000 \$500,000	10 Years
>\$500,000 - \$1,000,000	20 Years

b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

a) If the Project is funded with federal funds the following shall apply: The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

Enter into Agreement with TDOT for Resurfacing of Various Roads

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-248-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

Final Adoption: November 19, 2019  
Staff Work By: M. Thompson / T. Elsea  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

As part of our current paving initiatives we have the opportunity to enter into an agreement with TDOT for resurfacing of various roads. This project consists of milling, grading, repairing, ADA improvements, striping, and signage.

The estimated total cost for all phases of this project is \$2,500,000, which will be funded 80% through Metropolitan Transportation Planning Organization (MTPo) Surface Transportation Block Grant (STBG) funding source (Federal funds); and the local government is responsible for the 20% matching share (estimated amount of \$500,000).

Therefore we request to enter into a Local Agency Project Agreement with TDOT for Resurfacing of Various Roads. It is also requested to transfer funds from NC2007 Street Resurfacing to MP020A Street Resurfacing in the amount of \$500,000.

Project Data: TDOT Agreement #: 190342; PIN: 129800.00; Federal Project #: STP-M-9108(51); State Project#: 82LPLM-F3-096.

**Attachments:**

- 1. Budget Ordinance
- 2. Agreement (23 pages)

Funding source appropriate and funds are available: *je*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

**Agreement Number: 190342**

**Project Identification Number: 129800.00**

**Federal Project Number: STP-M-9108(51)**

**State Project Number: 82LPLM-F3-096**

**State of Tennessee Department of Transportation**

## **LOCAL AGENCY PROJECT AGREEMENT**

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

"Resurfacing of Various Roads in Kingsport"

### **A. PURPOSE OF AGREEMENT**

#### **A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

#### **A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>AGENCY</b>	<b>PROJECT</b>
Preliminary Engineering by:	<b>AGENCY</b>	<b>PROJECT</b>
Right-of-Way by:	<b>AGENCY</b>	<b>PROJECT</b>
Utility Coordination by:	<b>AGENCY</b>	<b>PROJECT</b>
Construction by:	<b>AGENCY</b>	<b>PROJECT</b>

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

a) The Agency agrees to complete the herein assigned phases of the Project on or before **October 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

### **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

## **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

### **C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

**D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

#### **D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

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

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

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

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>	<b>=</b>	<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

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

**CITY OF KINGSPORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Patrick W. Shull** **John C. Schroer**  
**Mayor** **Commissioner**

APPROVED AS TO  
FORM AND LEGALITY

APPROVED AS TO  
FORM AND LEGALITY

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**J.M. Billingsley** **John Reinbold**  
**Attorney** **General Counsel**

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**EXHIBIT "A"**


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**AGREEMENT #:** 190342**PROJECT IDENTIFICATION #:** 129800.00**FEDERAL PROJECT #:** STP-M-9108(51)**STATE PROJECT #:** 82LPLM-F3-096

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**PROJECT DESCRIPTION:** Resurfacing of Various Roads in Kingsport. Resurfacing of various functionally classified roadways including milling, grading, repairing, ADA improvements, striping, and signage. Road segments are Moreland Drive, from SR-36 to the Kingsport City limits; Meadowview Parkway, from SR-126 to the Kingsport City Limits; Fall Creek Road, from Bridge over Patrick Henry Lake to the Kingsport City limits; Cooks Valley Road, from Harbor Chapel Road to Old Cooks Valley Road; and Netherland Inn Road, from SR-1 to Big Elm Road.

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**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

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**TYPE OF WORK:** Resurfacing

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PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STBG	80	0	20	\$25,000.00
PE-DESIGN	L-STBG	80	0	20	\$200,000.00
RIGHT-OF-WAY	L-STBG	80	0	20	\$25,000.00
CONSTRUCTION	L-STBG	80	0	20	\$2,008,000.00
CEI	L-STBG	80	0	20	\$220,000.00
TDOT ES	L-STBG	80	0	20	\$22,000.00

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**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



**AGENDA ACTION FORM**

**Sewer Budget Adjustment Ordinance for FY20**

To: Board of Mayor and Aldermen  
 From: Chris McCart, City Manager *CM*

Action Form No.: AF-258-2019  
 Work Session: November 4, 2019  
 First Reading: November 5, 2019

**Final Adoption: November 19, 2019**  
 Staff Work By: N. Ensor, J. Smith  
 Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

This budget adjustment will amend the sewer fund to close out and cleanup projects that have been bid.

A sewer budget clean up ordinance is requested by transferring funds SW1603 and SW1904 to SW1700 WWTP Improvements. Project SW1904 will be closed as a result of these transfers.

**Attachments:**

- Budget Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND THE SEWER PROJECT  
FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF  
THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budget be amended by transferring \$30,000 from the Lift Station Telemetry project (SW1603) and \$30,000 from the Sewer Lift Station Imp project (SW1904) to the WWTP Improvements project (SW1700). Close project SW1904.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 452: Sewer Project Fund</u></b>			
<b><u>Lift Station Telemetry (SW1603)</u></b>			
<b><u>Revenues:</u></b>			
	\$	\$	\$
452-0000-391-0547 Series 2017 B GO Bonds	2,100,000	0	2,100,000
452-0000-391-4200 From Sewer Fund	681,477	(30,000)	651,477
<b>Totals:</b>	<b>2,781,477</b>	<b>(30,000)</b>	<b>2,751,477</b>

<b><u>Expenditures:</u></b>			
	\$	\$	\$
452-0000-606-2022 Construction Contracts	2,329,842	(30,000)	2,299,842
452-0000-606-2023 Arch/Eng/Landscaping	446,828	0	446,828
452-0000-606-9006 Purchases \$5,000 & Over	4,807	0	4,807
<b>Totals:</b>	<b>2,781,477</b>	<b>(30,000)</b>	<b>2,751,477</b>

<b><u>Fund 452: Sewer Project Fund</u></b>			
<b><u>Sewer Lift Station Imp (SW1904)</u></b>			
<b><u>Revenues:</u></b>			
	\$	\$	\$
452-0000-391-4200 From Sewer Fund	300,000	(30,000)	270,000
<b>Totals:</b>	<b>300,000</b>	<b>(30,000)</b>	<b>270,000</b>

<b><u>Expenditures:</u></b>			
	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	40,000	0	40,000
452-0000-606-9003 Improvements	260,000	(30,000)	230,000
<b>Totals:</b>	<b>300,000</b>	<b>(30,000)</b>	<b>270,000</b>

**Fund 452: Sewer Project Fund**  
**WWTP Improvements (SW1700)**

<b>Revenues:</b>		\$	\$	\$
452-0000-391-0531	Series 2017 B GO Bonds	228,768	0	228,768
452-0000-391-4200	From Sewer Fund	156,410	60,000	216,410
<b>Totals:</b>		<b>385,178</b>	<b>60,000</b>	<b>445,178</b>

<b>Expenditures:</b>		\$	\$	\$
452-0000-606-2023	Arch/Eng/Landscaping	177,510	30,000	207,510
452-0000-606-9003	Improvements	207,668	30,000	237,668
<b>Totals:</b>		<b>385,178</b>	<b>60,000</b>	<b>445,178</b>

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

\_\_\_\_\_  
 PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
 SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Sewer Budget Adjustment Ordinance for FY20**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-258-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

Final Adoption: November 19, 2019  
Staff Work By: N. Ensor, J. Smith  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Budget Ordinance.

**Executive Summary:**  
This budget adjustment will amend the sewer fund to close out and cleanup projects that have been bid.

A sewer budget clean up ordinance is requested by transferring funds SW1603 and SW1904 to SW1700 WWTP Improvements. Project SW1904 will be closed as a result of these transfers.

**Attachments:**  
1. Budget Ordinance

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



**AGENDA ACTION FORM**

**Vacate Unimproved Right-of-Way Named Alabama St Located off Hollis St**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-251-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019

**Final Adoption: November 19, 2019**  
Staff Work By: Jessica Harmon  
Presentation By: Jessica Harmon

**Recommendation:**

- Approve ordinance vacating a portion unimproved right-of-way named Alabama St. located off Hollis St.

**Executive Summary:**

This is a request to vacate approximately 208 feet in of unimproved right-of-way named Alabama Street, totaling 0.178 acres. The original right-of-way was platted in 1917. The purpose of this owner-requested vacating is to allow for the owner to combine the right-of-way area with the current lot to allow for the construction of a new single family home. During their October 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on October 22, 2019.

**Attachments:**

1. Ordinance
2. Notice of Public Hearing
3. Legal Description
4. Map
5. Staff Report

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED ALABAMA STREET LOCATED OFF OF HOLLIS STREET SITUATED IN THE CITY, TWELFTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on October 17, 2019, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on October 17, 2019, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 5<sup>th</sup> day of November 2019, and notice thereof published in the Kingsport Times-News on the 22<sup>nd</sup> day of October, 2019.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named Alabama Street located off Hollis Street within the City of Kingsport, 12<sup>th</sup> Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING AT AN 5/8" IRON ROD (NEW) WITH CAP, SAID ROD LOCATED ON THE WESTERLY SIDELINE OF HOLLIS STREET (FORMERLY JUANITA AVENUE), A CORNER TO LOT 1, DIVISION OF LAND OF THE PATION HEIRS (PLAT BOOK 2, PAGE 252B) AND ON THE WESTERLY SIDELINE OF ALABAMA STREET (UNOPENED). THENCE ALONG SAID SIDELINE OF HOLLIS STREET SOUTH 12° 30' 00" WEST, A DISTANCE OF 32.51 FEET TO A 5/8" IRON ROD (NEW) WITH CAP, SAID ROD LOCATED ON THE NORTHERLY SIDELINE OF WEST STONE DRIVE (HIGHWAY 11-W). THENCE ALONG SAID SIDELINE NORTH 89° 44' 44" WEST, A DISTANCE OF 208.00 FEET TO A CONCRETE HIGHWAY MONUMENT AND NORTH 00° 33' 07" EAST, A DISTANCE OF 10.43 FEET TO AN IRON ROD (OLD) WITH ALLEY & ASSOCIATES CAP, SAID ROD A CORNER TO THE DESUBDIVISION OF PART OF LOTS 3, 4, 5, 6 AND 7 MILLER ALLEY AND A 2.067 ACRES PARCEL (PLAT BOOK 50, PAGE 454) AND THE WESTERN TERMINUS OF ALABAMA STREET. THENCE ALONG SAME NORTH 13° 32' 51" EAST, A DISTANCE OF 32.75 FEET TO A 5/8" IRON ROD (NEW) WITH CAP, SAID ROD A CORNER TO LOT 1. THENCE ALONG LOT 1 AND THE NORTHERLY SIDELINE OF ALABAMA STREET SOUTH 86° 50' 17" EAST, A DISTANCE OF 207.58 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.178 ACRES, MORE OR LESS AND IS A UNOPENED PORTION OF ALABAMA STREET (PLAT BOOK 2, PAGE 252B).

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
SID COX  
City Recorder

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

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



**AGENDA ACTION FORM**

**Vacate Unimproved Right-of-Way Named Alabama St Located off Hollis St**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-251-2019  
Work Session: November 4, 2019  
First Reading: November 5, 2019  
Final Adoption: November 19, 2019  
Staff Work By: Jessica Harmon  
Presentation By: Jessica Harmon

**Recommendation:**

- Hold public hearing
- Approve ordinance vacating a portion unimproved right-of-way named Alabama St. located off Hollis St.

**Executive Summary:**

This is a request to vacate approximately 208 feet in of unimproved right-of-way named Alabama Street, totaling 0.178 acres. The original right-of-way was platted in 1917. The purpose of this owner-requested vacating is to allow for the owner to combine the right-of-way area with the current lot to allow for the construction of a new single family home. During their October 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on October 22, 2019.

**Attachments:**

1. Ordinance
2. Notice of Public Hearing
3. Legal Description
4. Map
5. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, November 5, 2019, to consider the vacating of right-of-way located off Hollis Street. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for vacating is generally described as follows:

BEGINNING AT AN 5/8" IRON ROD (NEW) WITH CAP, SAID ROD LOCATED ON THE WESTERLY SIDELINE OF HOLLIS STREET (FORMERLY JUANITA AVENUE), A CORNER TO LOT 1, DIVISION OF LAND OF THE PATTON HEIRS (PLAT BOOK 2, PAGE 252B) AND ON THE WESTERLY SIDELINE OF ALABAMA STREET (UNOPENED). THENCE ALONG SAID SIDELINE OF HOLLIS STREET SOUTH 12° 30' 00" WEST, A DISTANCE OF 32.51 FEET TO A 5/8" IRON ROD (NEW) WITH CAP, SAID ROD LOCATED ON THE NORTHERLY SIDELINE OF WEST STONE DRIVE (HIGHWAY 11-W). THENCE ALONG SAID SIDELINE NORTH 89° 44' 44" WEST, A DISTANCE OF 208.00 FEET TO A CONCRETE HIGHWAY MONUMENT AND NORTH 00° 33' 07" EAST, A DISTANCE OF 10.43 FEET TO AN IRON ROD (OLD) WITH ALLEY & ASSOCIATES CAP, SAID ROD A CORNER TO THE DESUBDIVISION OF PART OF LOTS 3, 4, 5, 6 AND 7 MILLER ALLEY AND A 2.067 ACRES PARCEL (PLAT BOOK 50, PAGE 454) AND THE WESTERN TERMINUS OF ALABAMA STREET. THENCE ALONG SAME NORTH 13° 32' 51" EAST, A DISTANCE OF 32.75 FEET TO A 5/8" IRON ROD (NEW) WITH CAP, SAID ROD A CORNER TO LOT 1. THENCE ALONG LOT 1 AND THE NORTHERLY SIDELINE OF ALABAMA STREET SOUTH 86° 50' 17" EAST, A DISTANCE OF 207.58 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.178 ACRES, MORE OR LESS AND IS A UNOPENED PORTION OF ALABAMA STREET (PLAT BOOK 2, PAGE 252B).

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

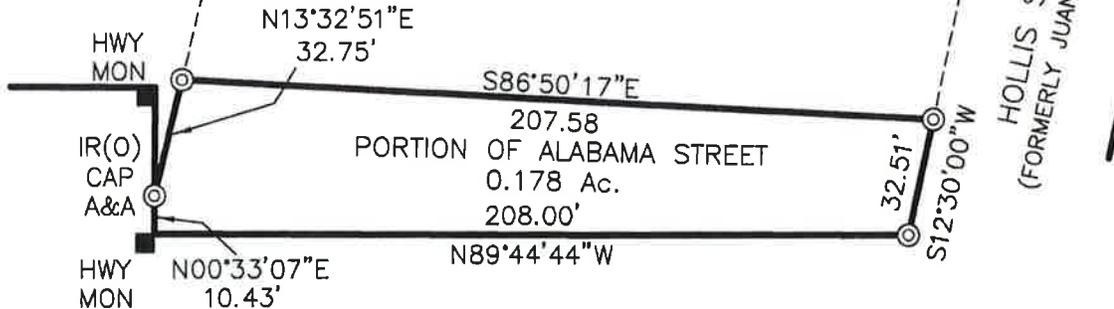
CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
P1T: 10/22/2019

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2019  
 THIS MAP CAN NOT BE USED FOR ANY OTHER  
 PURPOSE THAN IS INTENDED ON THIS DATE



DESUBDIVISION OF  
 PART OF LOTS 3,4,5,6,  
 AND 7 MILLER ALLEY  
 AND A 2.067 ACRES  
 PARCEL  
 P.B. 50, PG. 454

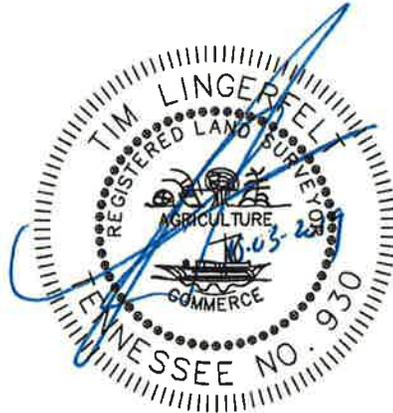
1  
 DIVISION OF LAND OF  
 THE PATTON HEIRS  
 P.B. 2, PG. 252B



**LEGEND**

- IR(C) IRON ROD (CAP)
- MON MONUMENT
- HWY HIGHWAY
- N.T.S. NOT TO SCALE
- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG PAGE
- 123 911 ADDRESS

WEST STONE DRIVE  
 HIGHWAY 11-W  
 (R.O.W. VARIES)



**NOTES:**

- 1) NORTH BASED ON REFERENCED PLAT
- 2) PROPERTY IS ZONED R-1B
- 3) SETBACKS TO CONFORM TO ZONING DESIGNATION
- 4) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 4718SC0040D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 5) JOB NO. 19-11658
- 6) ACAD FILE 19-11658 MEADE.DWG
- 7) FIELD INFORMATION ELECTRONIC DATA COLLECTED
- 8) PLAT REFERENCE: P.B. 2, PG. 252B
- 9) 5/8" IRON RODS SET WITH CAP ON ALL CORNERS UNLESS OTHERWISE NOTED.
- 10) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THIS SURVEY IS BETTER THAN 1:10,000.
- 11) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- 12) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- 13) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.

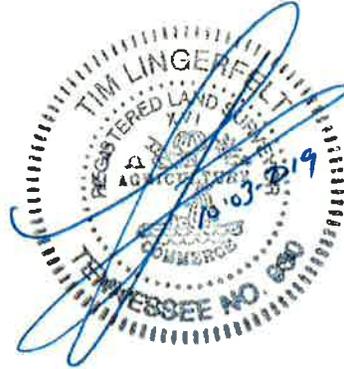
MAP OF: PORTION OF ALABAMA STREET

OWNER: \_\_\_\_\_  
 CIVIL DISTRICT: 12TH COUNTY: SULLIVAN  
 STATE: TENNESSEE TAX MAP 45G, "A" P/PARCEL 35  
 SCALE: 1 INCH = 50' DATE: OCTOBER 3, 2019  
 REFERENCE: PLAT BOOK 2, PAGE 252B  
19-11658 FB/PG: N/A  
 FOR: \_\_\_\_\_

**ALLEY & ASSOCIATES, INC.**  
 243 E Market Street  
 Kingsport, Tennessee 37660  
 E-mail: tlingerfelt@alleyassociates.com

## LEGAL DESCRIPTION

BEGINNING AT AN 5/8" IRON ROD (NEW) WITH CAP, SAID ROD LOCATED ON THE WESTERLY SIDELINE OF HOLLIS STREET (FORMERLY JUANITA AVENUE), A CORNER TO LOT 1, DIVISION OF LAND OF THE PATTON HEIRS (PLAT BOOK 2, PAGE 252B) AND ON THE WESTERLY SIDELINE OF ALABAMA STREET (UNOPENED). THENCE ALONG SAID SIDELINE OF HOLLIS STREET SOUTH 12° 30' 00" WEST, A DISTANCE OF 32.51 FEET TO A 5/8" IRON ROD (NEW) WITH CAP, SAID ROD LOCATED ON THE NORTHERLY SIDELINE OF WEST STONE DRIVE (HIGHWAY 11-W). THENCE ALONG SAID SIDELINE NORTH 89° 44' 44" WEST, A DISTANCE OF 208.00 FEET TO A CONCRETE HIGHWAY MONUMENT AND NORTH 00° 33' 07" EAST, A DISTANCE OF 10.43 FEET TO AN IRON ROD (OLD) WITH ALLEY & ASSOCIATES CAP, SAID ROD A CORNER TO THE DESUBDIVISION OF PART OF LOTS 3, 4, 5, 6 AND 7 MILLER ALLEY AND A 2.067 ACRES PARCEL (PLAT BOOK 50, PAGE 454) AND THE WESTERN TERMINUS OF ALABAMA STREET. THENCE ALONG SAME NORTH 13° 32' 51" EAST, A DISTANCE OF 32.75 FEET TO A 5/8" IRON ROD (NEW) WITH CAP, SAID ROD A CORNER TO LOT 1. THENCE ALONG LOT 1 AND THE NORTHERLY SIDELINE OF ALABAMA STREET SOUTH 86° 50' 17" EAST, A DISTANCE OF 207.58 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.178 ACRES, MORE OR LESS AND IS A UNOPENED PORTION OF ALABAMA STREET (PLAT BOOK 2, PAGE 252B).

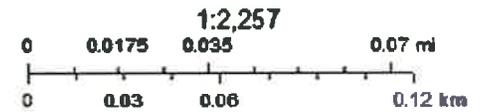


# Aerial w/Utilities



10/4/2019, 2:39:03 PM

- Kpt 911 Address
- Sullivan County Parcels
- Hawkins County Parcels
- Water Lines
- Sewer Mains
- Urban Growth Boundary



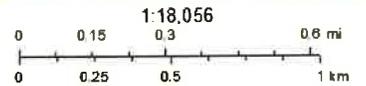
<b>Property Information</b>	Right-of-Way Vacating		
<b>Address</b>	610 Hollis St		
<b>Tax Map, Group, Parcel</b>	R-O-W adjacent to Sullivan County Tax Map 45G Group A Parcel 35		
<b>Civil District</b>	12 <sup>th</sup> Civil District		
<b>Overlay District</b>	N/A		
<b>Land Use Designation</b>	Residential		
<b>Acres</b>	+/- .17acres		
<b>Applicant #1 Information</b>		<b>Surveyor Information</b>	
<b>Name:</b> Guy Meade <b>Address:</b> 610 Hollis St <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> rzvanover@charter.net <b>Phone Number:</b>		<b>Name:</b> Alley & Associates, INC. <b>Address:</b> 243 E Market Street <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> n/a <b>Phone Number:</b> (423) 392-8896	
<b>Planning Department Recommendation</b>			
<p><b>(Approve, Deny, or Defer)</b></p> <p>The Kingsport Planning Division recommends abandonment of a portion of Alabama Street right-of-way adjacent to Tax Map 45G Group A Parcel 35:</p> <ul style="list-style-type: none"> <li>Request reviewed by all city departments &amp; utility providers</li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <p>The applicant for this request are the adjacent property owners to the subject area. The requested vacating area consists of 0.178 acres and is approximately 208' in length. The street was originally platted in the early 1900's and has since transformed into W Stone Drive. A portion of the Alabama Street right-of-way was left between the new W. Stone Drive right-of-way and the adjacent property.</p> <p>All City Departments and Utility providers have reviewed this request. No one sees a need to retain this portion of property as right-of-way for any future use.</p> <p>Staff recommends vacating the 0.178 acres of right-of-way adjacent to Tax Map 45G Group A Parcel 35 based upon staff seeing no future use for the subject property.</p>			
<b>Planner:</b>	Harmon	<b>Date:</b> 10/4/19	
		<b>Meeting Date:</b>	<b>October 17, 2019</b>

Location Map



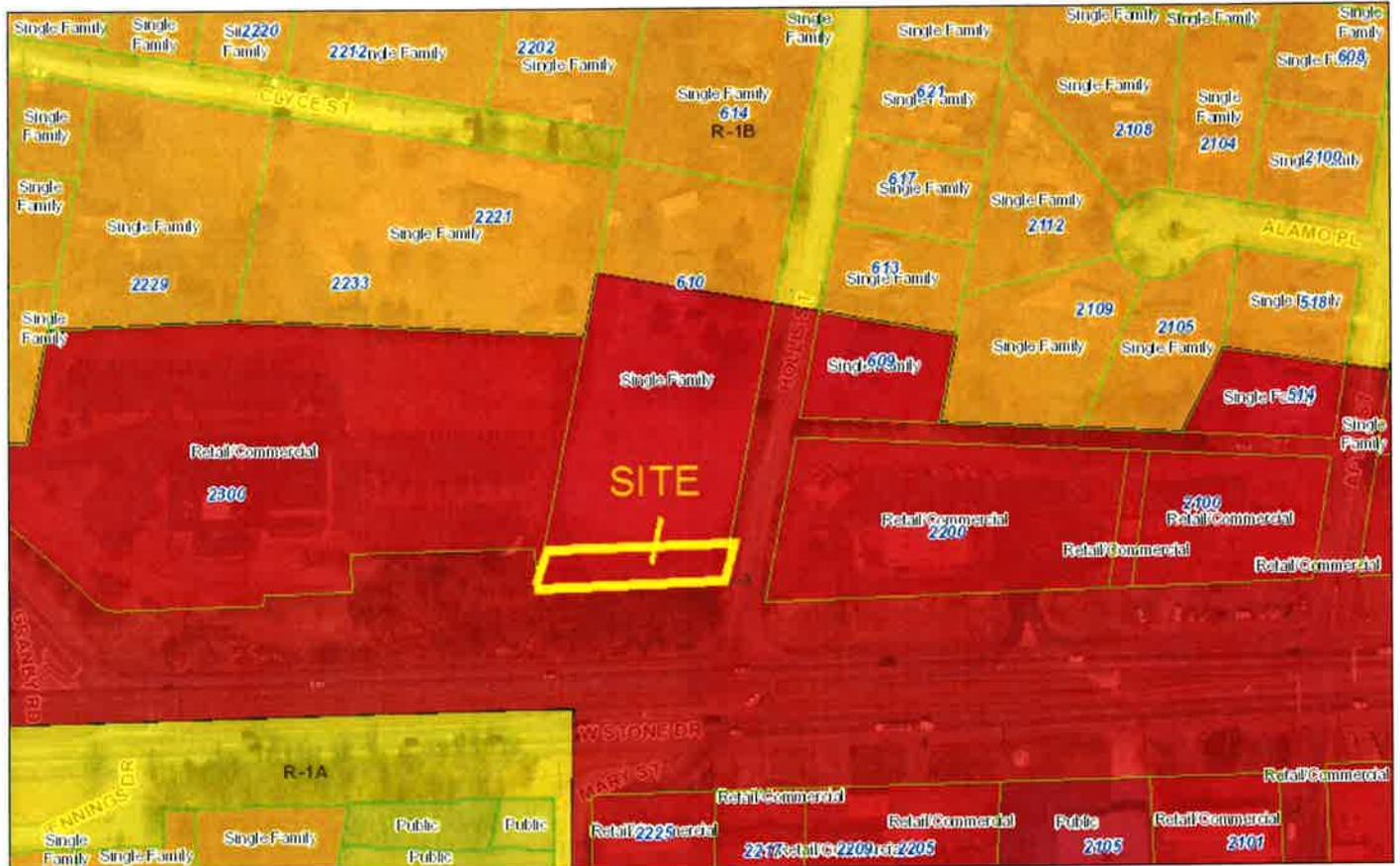
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 Urban Growth Boundary



Web AppBuilder for ArcGIS

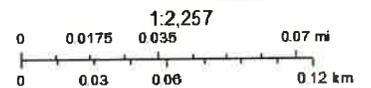
### Zoning



10/4/2019, 2:41:24 PM

Kpt 911 Address

- Sullivan County Parcels
- Hawkins County Parcels



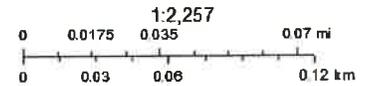
Web App Builder for ArcGIS

Future Land Use



10/4/2019, 2:40:23 PM

- Kpt 911 Address
- Sullivan County Parcels
- Hawkins County Parcels
- Urban Growth Boundary
- Future Land Use
- Agri/Vacant
- Single Family
- Multi-Family
- Industrial
- Retail/Commercial
- Public
- Utilities



Web AppBuilder for ArcGIS

Aerial w/Utilities



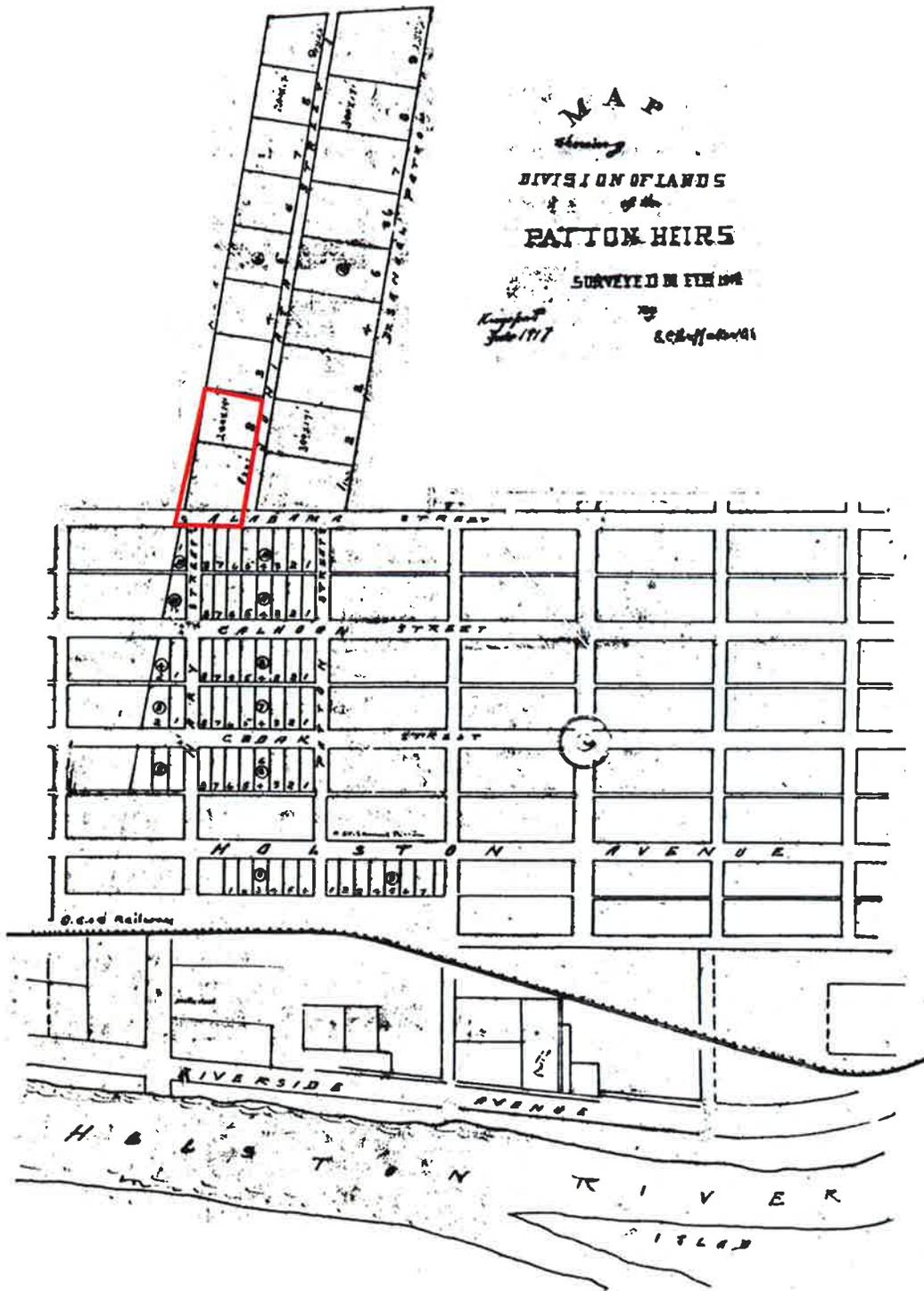
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- Kpt 911 Address
- Water Lines
- Sullivan County Parcels
- Sewer Mains
- Hawkins County Parcels
- Urban Growth Boundary



Web AppBuilder for ArcGIS

**ORIGINAL PLAT**



2-252B

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2019  
THIS MAP CAN NOT BE USED FOR ANY OTHER  
PURPOSE THAN IS INTENDED ON THIS DATE.



DESUBDIVISION OF  
PART OF LOTS 3,4,5,6,  
AND 7 MILLER ALLEY  
AND A 2.067 ACRES  
PARCEL  
P.B. 50, PG. 454

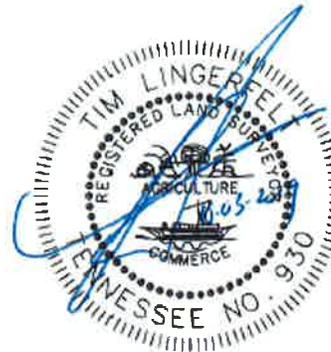
1  
DIVISION OF LAND OF  
THE PATTON HEIRS  
P.B. 2, PG. 252B



**LEGEND**

- IR(C) IRON ROD (CAP)
- MON MONUMENT
- HWY HIGHWAY
- N.T.S. NOT TO SCALE
- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG PAGE
- 123 911 ADDRESS

WEST STONE DRIVE  
HIGHWAY 11-W  
(R.O.W. VARIES)



**NOTES:**

- 1) NORTH BASED ON REFERENCED PLAT
- 2) PROPERTY IS ZONED R-1B SETBACKS TO CONFORM TO ZONING DESIGNATION
- 3) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0040D EFFECTIVE DATE SEPTEMBER 29, 2008 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 4) JOB NO. 19-11668
- 5) ACAD FILE 19-11668 MEADE.DWG
- 6) FIELD INFORMATION ELECTRONIC DATA COLLECTED
- 7) PLAT REFERENCE P.B. 2, PG. 252B
- 8) 5/8" IRON RODS SET WITH CAP ON ALL CORNERS UNLESS OTHERWISE NOTED.
- 9) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THIS SURVEY IS BETTER THAN 1:10,000. THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- 10) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- 12) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.

**MAP OF: PORTION OF ALABAMA STREET**

OWNER: \_\_\_\_\_

CIVIL DISTRICT: 12TH COUNTY: SULLIVAN

STATE: TENNESSEE TAX MAP 45G, "A" P/PARCEL 35

SCALE: 1 INCH = 50' DATE: OCTOBER 3, 2019

REFERENCE: PLAT BOOK 2, PAGE 252B

19-11668 FB/PG: N/A

FOR: \_\_\_\_\_

**ALLEY & ASSOCIATES, INC.**

243 E Market Street  
Kingsport, Tennessee 37660  
E-mail: [tlingerfelt@alleyassociates.com](mailto:tlingerfelt@alleyassociates.com)

View from Hollis Street



**RECOMMENDATION:**

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of 0.178 acres of Alabama St. right-of-way adjacent to Tax Map 45G Group A Parcel 35 based upon staff review and seeing no future use of the property.



## AGENDA ACTION FORM

### Award Contract to J. Cumby and Budget Ordinance to Transfer Funds for the West Kingsport Sewer Lift Station and Force Main Project

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-257-2019  
 Work Session: November 4, 2019  
 First Reading: November 5, 2019

Final Adoption: **November 19, 2019**  
 Staff Work By: Clabaugh/Ensor  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Ordinance and Resolution.

#### **Executive Summary:**

Bids were received and opened on October 8, 2019 for the West Kingsport Pump Station & Force Main. This project consists of the rehabilitation of the existing West Kingsport sewer lift station and installation of 4,900 linear feet of 16" diameter sewer forcemain.

Hazen Sawyer and city staff reviewed the bids and recommends awarding the contract to the apparent low bidder, J. Cumby as follows:

Base Bid	\$5,841,500
Add Alternate – Grinders	\$ 166,500
Deduct Alt – Fencing	\$ (45,000)
<b>Total Bid</b>	<b>\$5,963,000</b>

This project is necessary to ensure compliance with federal and state regulations. The project was approved and funded in the capital improvements plan. However, a budget ordinance is needed to reallocate funds to the appropriate project account. A budget ordinance is requested to transfer \$2,630,000 from SW1800, SW1805 and SW1904 to SW1708 West Kingsport SLS Replacement. Project SW1904 will be closed as a result of these transfers.

#### **Attachments:**

1. Budget Ordinance
2. Resolution
3. Project Map
4. Bid Tabulation
5. Recommendation Letter

Funding source appropriate and funds are available: *jc*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND THE SEWER PROJECT  
FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF  
THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budget be amended by transferring \$2,060,000 from the WWTP MMC Replacements project (SW1800), \$300,000 from the Sewer Lift Station Improvements project (SW1805), and \$270,000 from the Sewer Lift Station Improvements project (SW1904) to the West KPT SLS Replacement project (SW1708). Close project SW1805.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 452: Sewer Project Fund</u></b>			
<b><u>WWTP MMC Replacements (SW1800)</u></b>			
<b><u>Revenues:</u></b>			
452-0000-391-0547 Series 2017 B GO Bonds	\$ 4,400,000	\$ (2,060,000)	\$ 2,340,000
<b>Totals:</b>	<b>4,400,000</b>	<b>(2,060,000)</b>	<b>2,340,000</b>
<b><u>Expenditures:</u></b>			
452-0000-606-2023 Arch/Eng/Landscaping	\$ 328,136	\$ 0	\$ 328,136
452-0000-606-9003 Improvements	4,071,864	(2,060,000)	2,011,864
<b>Totals:</b>	<b>4,400,000</b>	<b>(2,060,000)</b>	<b>2,340,000</b>
<b><u>Fund 452: Sewer Project Fund</u></b>			
<b><u>Sewer Lift Station Improvements (SW1805)</u></b>			
<b><u>Revenues:</u></b>			
452-0000-391-4200 From Sewer Fund	\$ 300,000	\$ (300,000)	\$ 0
<b>Totals:</b>	<b>300,000</b>	<b>(300,000)</b>	<b>0</b>
<b><u>Expenditures:</u></b>			
452-0000-606-2023 Arch/Eng/Landscaping	\$ 40,000	\$ (40,000)	\$ 0
452-0000-606-9003 Improvements	260,000	(260,000)	0
<b>Totals:</b>	<b>300,000</b>	<b>(300,000)</b>	<b>0</b>
<b><u>Fund 452: Sewer Project Fund</u></b>			
<b><u>Sewer Lift Station Improvements (SW1904)</u></b>			
<b><u>Revenues:</u></b>			
452-0000-391-4200 From Sewer Fund	\$ 300,000	\$ (270,000)	\$ 30,000
<b>Totals:</b>	<b>300,000</b>	<b>(270,000)</b>	<b>30,000</b>

<b><u>Expenditures:</u></b>		\$	\$	\$
452-0000-606-2023	Arch/Eng/Landscaping	40,000	(10,000)	30,000
452-0000-606-9003	Improvements	260,000	(260,000)	0
<b>Totals:</b>		<b>300,000</b>	<b>(270,000)</b>	<b>30,000</b>

**Fund 452: Sewer Project Fund**  
**West KPT SLS Replacements (SW1708)**

<b><u>Revenues:</u></b>		\$	\$	\$
452-0000-391-0545	Series 2016 GO (Nov 4)	4,140,000	0	4,140,000
452-0000-391-0547	Series 2017 B GO Bonds	0	2,060,000	2,060,000
452-0000-391-4200	From Sewer Fund	0	570,000	570,000
<b>Totals:</b>		<b>4,140,000</b>	<b>2,630,000</b>	<b>6,770,000</b>

<b><u>Expenditures:</u></b>		\$	\$	\$
452-0000-606-2023	Arch/Eng/Landscaping	340,000	50,000	390,000
452-0000-606-9001	Land	35,000	0	35,000
452-0000-606-9003	Improvements	3,765,000	2,580,000	6,345,000
<b>Totals:</b>		<b>4,140,000</b>	<b>2,630,000</b>	<b>6,770,000</b>

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

\_\_\_\_\_  
 PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
 SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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

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

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

A RESOLUTION AWARDING THE BID FOR THE WEST KINGSFORT PUMP LIFT STATION AND FORCE MAIN PROJECT TO J. CUMBY 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

WHEREAS, bids were opened October 8, 2019, for the West Kingsport Pump Station and Force Main construction project; and

WHEREAS, upon review of the bids, the board finds J. Crumbly Construction, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the rehabilitation of the existing West Kingsport sewer lift station and installation of 4,900 linear feet of 16 inch diameter sewer forcemain from J. Crumbly Construction, Inc., at an estimated construction cost of \$5,963,000.00; and

WHEREAS, funding is identified in project numbers SW1708.  
Now therefore,

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

SECTION I. That the bid for the West Kingsport Pump Station and Force Main construction project, consisting of rehabilitation of the existing West Kingsport sewer lift station and installation of 4,900 linear feet of 16 inch diameter sewer forcemain at an estimated cost of \$5,963,000.00 is awarded to J. Crumbly Construction, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Award Contract to J. Cumby and Budget Ordinance to Transfer Funds for the West Kingsport Sewer Lift Station and Force Main Project**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-257-2019  
 Work Session: November 4, 2019  
 First Reading: November 5, 2019  
 Final Adoption: November 19, 2019  
 Staff Work By: Clabaugh/Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Ordinance.

**Executive Summary:**  
 Bids were received and opened on October 8, 2019 for the West Kingsport Pump Station & Force Main. This project consists of the rehabilitation of the existing West Kingsport sewer lift station and installation of 4,900 linear feet of 16" diameter sewer forcemain.

Hazen Sawyer and city staff reviewed the bids and recommends awarding the contract to the apparent low bidder, J. Cumby as follows:

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Add Alternate – Grinders	\$ 166,500
Deduct Alt – Fencing	\$ (45,000)
<b>Total Bid</b>	<b>\$5,963,000</b>

This project is necessary to ensure compliance with federal and state regulations. The project was approved and funded in the capital improvements plan. However, a budget ordinance is needed to reallocate funds to the appropriate project account. A budget ordinance is requested to transfer \$2,630,000 from SW1800, SW1805 and SW1904 to SW1708 West Kingsport SLS Replacement. Project SW1904 will be closed as a result of these transfers.

- Attachments:**
1. Budget Ordinance
  2. Project Map
  3. Bid Tabulation
  4. Recommendation Letter

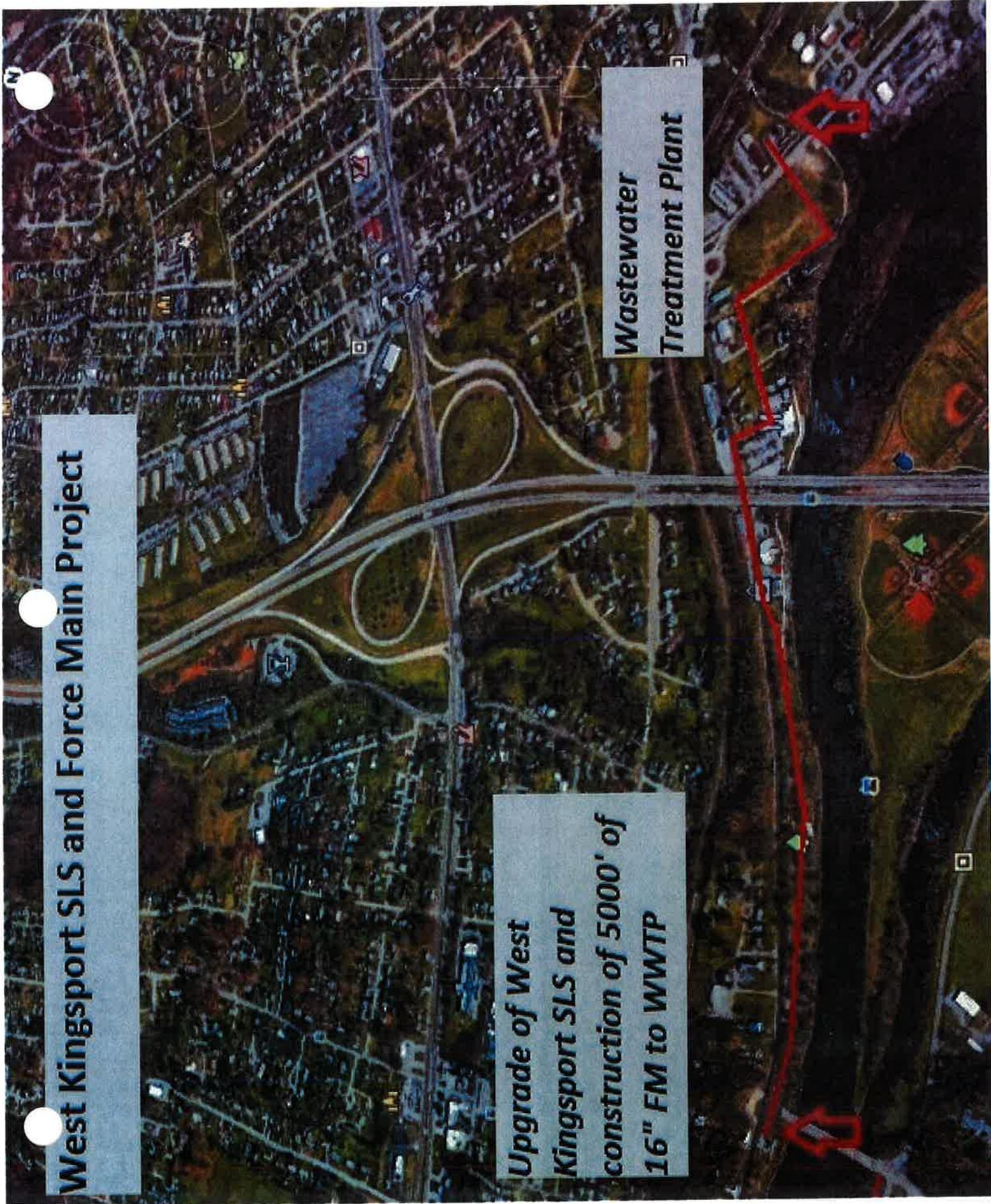
Funding source appropriate and funds are available: *JC*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Oltzman	—	—	—
Phillips	—	—	—
Shull	—	—	—

# West Kingsport SLS and Force Main Project

Upgrade of West Kingsport SLS and construction of 5000' of 16" FM to WWTP

Wastewater Treatment Plant



**BID TABULATION - West Kingsport PS & Forcemain**

Owner: City of Kingsport  
 Engineer: Hazen and Sawyer  
 Bid Date: Tuesday October 8, 2019 at 4:00pm EST

Item	Description	Qty	UNIT	Engineers GPC Hazen and Sawyer		Garney Companies, Inc. 200 Clutchfield Av Nashville, TN 37210		Hazen Construction Co., Inc. 1715 Hwy 41N Elizabethton, TN 37631		J. Combs Construction, Inc. 106 West Broad St. Cookeville, TN 38501		Morgan Contracting Inc. 6000 Dutch Valley Dr Knoxville, TN 37919	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and General Conditions	1	LE	\$ 489,600.00	\$ 489,600.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
2	Existing Conditions Documentation	1	LB	\$ 24,100.00	\$ 24,100.00	\$ 40,000.00	\$ 40,000.00	\$ 18,500.00	\$ 18,500.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00
3	Sewer Flow Control and Bypass Pumping for the Project (Direct Reimbursement for bypass pumping equipment rental, delivery, setup, and pickup) Amount paid will be directly taken from bypass system supplier's monthly invoices. All General Contractor burden shall be incorporated into Line Item 4	1	A	\$ 183,200.00	\$ 183,200.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
3.1	Allowance for Fuel used based on Engine Hours, Average RPM, and Average \$/gallon price (with appropriate supporting calculations and fuel delivery invoices with site address listed)	1	A	\$ 232,600.00	\$ 232,600.00	\$ 250,000.00	\$ 250,000.00	\$ 260,000.00	\$ 260,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
4	West Kingsport PS Upgrade and PS Site Improvements. All inclusive with the exception of specific line items listed below. 5-10. (Ends at force main transition from ductile to PVC)	1	LS	\$ 1,027,800.00	\$ 1,927,800.00	\$ 2,950,000.00	\$ 2,950,000.00	\$ 3,036,400.00	\$ 3,036,400.00	\$ 2,600,000.00	\$ 2,600,000.00	\$ 2,640,000.00	\$ 2,640,000.00
5	West Kingsport PS Cleaning, Surface Preparation and Concrete MIC Coating (for the entire interior of the pump station including walls, underside of the slabs, beams and concrete elements, as shown on the Drawings)	8,500	SF	\$ 27.00	\$ 229,500.00	\$ 23.00	\$ 195,500.00	\$ 18.50	\$ 140,250.00	\$ 25.00	\$ 212,500.00	\$ 41.00	\$ 348,500.00
6	West Kingsport PS Thin Concrete Repair 0.5" to 1.5" Thick	500	SF	\$ 75.00	\$ 37,500.00	\$ 74.00	\$ 37,000.00	\$ 78.00	\$ 39,000.00	\$ 90.00	\$ 45,000.00	\$ 17.00	\$ 8,500.00
7	West Kingsport PS Moderate Concrete Repair 1.5" to 3" Thick	250	SF	\$ 163.00	\$ 40,750.00	\$ 160.00	\$ 40,000.00	\$ 170.00	\$ 42,500.00	\$ 186.00	\$ 46,500.00	\$ 22.00	\$ 5,500.00
8	West Kingsport PS Leaking Crack Waterproof Injection Grout	100	LF	\$ 99.00	\$ 9,900.00	\$ 105.00	\$ 10,500.00	\$ 115.00	\$ 11,500.00	\$ 154.00	\$ 15,400.00	\$ 51.00	\$ 5,100.00
9	Ornamental Fence including 20' Side Gate (manual) and 3' Man Gate	255	LF	\$ 181.00	\$ 46,705.00	\$ 240.00	\$ 61,200.00	\$ 150.00	\$ 38,250.00	\$ 308.00	\$ 78,930.00	\$ 272.00	\$ 69,360.00
10	Cementitious Coating applied to Exterior walls of West Kingsport Pump Station as specified in 09B00 and as shown on drawings, A201, Note 1	3800	SF	\$ 7.00	\$ 26,600.00	\$ 3.00	\$ 11,400.00	\$ 0.00	\$ 22,800.00	\$ 14.00	\$ 53,200.00	\$ 15.00	\$ 57,000.00
11	16" C905 PVC Sanitary Sewer Force Main	4,400	LF	\$ 248.00	\$ 1,091,200.00	\$ 180.00	\$ 792,000.00	\$ 254.00	\$ 1,117,600.00	\$ 230.00	\$ 1,012,000.00	\$ 258.00	\$ 1,135,200.00
12	Redifelets Rd Crossing Jack and Bore Installation, includes all 16" C905 PVC Force Main, provide, install, and test all materials needed for a complete and functional installation	1	LS	\$ 338,500.00	\$ 338,500.00	\$ 350,000.00	\$ 350,000.00	\$ 300,000.00	\$ 300,000.00	\$ 265,000.00	\$ 265,000.00	\$ 295,000.00	\$ 295,000.00
13	Sta. 28+10 to 28+50, Insert 16" C905 PVC into existing 24" steel casing using spacers and install end seals.	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 4,800.00	\$ 4,800.00	\$ 11,228.00	\$ 11,228.00
14	Industry Drive (Hwy 355) Crossing, 24" Steel Casing-Bore & Jack Installation, includes all 16" C905 PVC Force main, provide, install and test all materials needed for a complete and functional installation	1	LS	\$ 74,800.00	\$ 74,800.00	\$ 150,000.00	\$ 150,000.00	\$ 137,500.00	\$ 137,500.00	\$ 228,000.00	\$ 228,000.00	\$ 140,000.00	\$ 140,000.00
15	Check Dams every 400' along 16" force main	12	EA	\$ 592.00	\$ 7,104.00	\$ 800.00	\$ 9,600.00	\$ 1,100.00	\$ 13,200.00	\$ 900.00	\$ 10,800.00	\$ 1,123.00	\$ 13,476.00
16	Connection to Existing Overflow Structure at Headworks (includes structure modifications and interior pipe)	1	EA	\$ 12,400.00	\$ 12,400.00	\$ 36,000.00	\$ 36,000.00	\$ 82,500.00	\$ 82,500.00	\$ 9,000.00	\$ 9,000.00	\$ 80,000.00	\$ 80,000.00
17	Asphalt Surface 2" Min. TDOT 411-01-11, Grading 75", PG64-22	210	TN	\$ 116.00	\$ 24,360.00	\$ 200.00	\$ 42,000.00	\$ 180.00	\$ 37,800.00	\$ 212.00	\$ 44,520.00	\$ 185.00	\$ 38,850.00
18	Asphalt Border, 2" Min. TDOT 307-01-07, Grading "BM", PG64-22	225	TN	\$ 230.00	\$ 51,750.00	\$ 180.00	\$ 40,500.00	\$ 170.00	\$ 38,250.00	\$ 206.00	\$ 46,350.00	\$ 174.00	\$ 36,150.00
19	Mill Existing Asphalt 1.5" Min., Keller St	1,200	SY	\$ 13.00	\$ 15,600.00	\$ 22.00	\$ 26,400.00	\$ 13.00	\$ 15,600.00	\$ 16.00	\$ 19,200.00	\$ 13.00	\$ 15,600.00
20	Aggregate Base, TDOT 303-01-01	900	TN	\$ 52.00	\$ 46,800.00	\$ 60.00	\$ 54,000.00	\$ 30.00	\$ 27,000.00	\$ 38.00	\$ 34,200.00	\$ 31.00	\$ 27,900.00
21	Misc. Concrete for Pipe encasement, cap, and thrust restraint	350	CY	\$ 64.00	\$ 22,400.00	\$ 140.00	\$ 49,000.00	\$ 140.00	\$ 49,000.00	\$ 192.00	\$ 67,200.00	\$ 140.00	\$ 49,000.00
22	Air Release Valves and Vaults	4	EA	\$ 15,900.00	\$ 63,600.00	\$ 30,000.00	\$ 120,000.00	\$ 16,500.00	\$ 66,000.00	\$ 14,000.00	\$ 56,000.00	\$ 16,841.00	\$ 67,364.00
23	Temporary Greenway Access (Compacted Crushed Stone Base over Geotextile Fabric)	1	LS	\$ 12,800.00	\$ 12,800.00	\$ 15,000.00	\$ 15,000.00	\$ 16,500.00	\$ 16,500.00	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00
24	Greenway Trail Signage, Painted Pavement Markings, Etc. - returns to their existing location and/or repainted/replaced in kind	1	LS	\$ 13,800.00	\$ 13,800.00	\$ 15,000.00	\$ 15,000.00	\$ 18,700.00	\$ 18,700.00	\$ 10,000.00	\$ 10,000.00	\$ 27,000.00	\$ 27,000.00
25	Traffic Control Plan and Implementation	1	LS	\$ 134,600.00	\$ 134,600.00	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00	\$ 31,000.00	\$ 31,000.00	\$ 11,228.00	\$ 11,228.00
26	Layout, As-Built Survey and Final Record Drawings	1	LB	\$ 33,800.00	\$ 33,800.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 19,000.00	\$ 19,000.00	\$ 27,508.00	\$ 27,508.00
27	NPDES Compliance Erosion Prevention and Sediment Control, including but not limited to Silt Fence, Construction Entrances, Erosion EELs, Rock Check Dams and Stream Sweeping per the Project SWPPP	1	LS	\$ 44,100.00	\$ 44,100.00	\$ 80,000.00	\$ 80,000.00	\$ 110,000.00	\$ 110,000.00	\$ 58,000.00	\$ 58,000.00	\$ 110,000.00	\$ 110,000.00
28	Temporary Seeding and Fertilizer with Straw Mulch	12,000	SY	\$ 3.50	\$ 42,000.00	\$ 0.50	\$ 6,000.00	\$ 1.40	\$ 16,800.00	\$ 1.25	\$ 15,000.00	\$ 1.50	\$ 18,000.00
29	Permanent Seeding and Fertilizer with Straw Mulch	12,000	SY	\$ 3.00	\$ 36,000.00	\$ 0.50	\$ 6,000.00	\$ 1.40	\$ 16,800.00	\$ 1.25	\$ 15,000.00	\$ 1.50	\$ 18,000.00
30	Final Site Cleanup and Closeout Documents	1	LS	\$ 42,500.00	\$ 42,500.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00	\$ 19,000.00	\$ 19,000.00	\$ 58,000.00	\$ 58,000.00
31	Asbestos and Lead Paint Abatement for the work required in the West Kingsport PS	1	LS	\$ 12,400.00	\$ 12,400.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,470.00	\$ 2,470.00
32	Project Contingency Allowance, if directed by Owner/Engineer	1	A	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
33	Field Quality Control Testing Allowance	1	A	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
34	Catch Basins (2) and 6" Thick Concrete Apron, Sta 32+50	1	LS	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	\$ 44,000.00	\$ 44,000.00	\$ 12,000.00	\$ 12,000.00	\$ 44,911.00	\$ 44,911.00
<b>Base Bid Total</b>				<b>\$ 6,668,888.00</b>	<b>\$ 6,668,888.00</b>	<b>\$ 6,084,300.00</b>	<b>\$ 6,084,300.00</b>	<b>\$ 6,388,000.00</b>	<b>\$ 6,388,000.00</b>	<b>\$ 6,841,600.00</b>	<b>\$ 6,841,600.00</b>	<b>\$ 6,468,048.00</b>	<b>\$ 6,468,048.00</b>

Alt 1	OPEN CHANNEL SEWAGE GRINDERS	LS	1	\$ 333,900.00	\$ 333,900.00	\$ 178,500.00	\$ 178,500.00	\$ 180,000.00	\$ 180,000.00	\$ 166,500.00	\$ 166,500.00	\$ 200,000.00	\$ 200,000.00
Alt 2	DEDUCT: BLACK POLYETHYLENE COATED CHAIN LINK FENCE IN LIEU OF ORNAMENTAL PICKET FENCE	LS	1	\$ (25,000.00)	\$ (25,000.00)	\$ (44,000.00)	\$ (44,000.00)	\$ (30,000.00)	\$ (30,000.00)	\$ (45,000.00)	\$ (45,000.00)	\$ (17,000.00)	\$ (17,000.00)
<b>Alt 1 &amp; 2 Total</b>				<b>\$ 333,900.00</b>	<b>\$ 333,900.00</b>	<b>\$ 134,500.00</b>	<b>\$ 134,500.00</b>	<b>\$ 150,000.00</b>	<b>\$ 150,000.00</b>	<b>\$ 121,500.00</b>	<b>\$ 121,500.00</b>	<b>\$ 183,000.00</b>	<b>\$ 183,000.00</b>
<b>Grand Total</b>				<b>\$ 6,838,888.00</b>	<b>\$ 6,838,888.00</b>	<b>\$ 6,218,800.00</b>	<b>\$ 6,218,800.00</b>	<b>\$ 6,538,000.00</b>	<b>\$ 6,538,000.00</b>	<b>\$ 6,963,100.00</b>	<b>\$ 6,963,100.00</b>	<b>\$ 6,651,048.00</b>	<b>\$ 6,651,048.00</b>

Michael L. Orr P.E.  
 #107627



I hereby certify that the above Bid Tabulation is true and correct for the bids received by City of Kingsport on Tuesday October 8, 2019 at 4:00pm and represents the bids for the West Kingsport PS & Forcemain, SW1706

Low Bidder



Hazen and Sawyer  
 545 Mainstream Dr. Suite 320  
 Nashville, TN 37228 – 615 783-1515

October 8, 2019

Niki Ensor, P.E.  
 W/WW Facilities Manager  
 620 W. Industry Dr.  
 Kingsport, TN 37660

**Re: SW1708 - West Kingsport Pump Station and Force Main**

Dear Ms. Ensor,

The project entitled “West Kingsport Pump Station and Force Main” was advertised on September 8, 2019 and a non-mandatory pre-bid meeting was held on September 17, 2019. Four (4) proposals were received and read aloud by the Purchasing Dept. on October 8, 2019 and are tabulated below. A detailed summary of the proposals are included in the attached Bid Tabulation Summary.

	<b>Base Bid Price</b>	<b>Alt. 1</b>	<b>Alt. 2</b>	<b>Total</b>
<b>Contractor</b>	West Kingsport PS&FM	Open Channel Sewage Grinder	Deduct: Chain Link Fence in lieu of Ornamental	
Garney Companies, Inc.	\$6,084,300.00	\$178,500.00	\$ (44,000.00)	\$6,218,800.00
Haren Construction Company, Inc.	\$6,389,000.00	\$180,000.00	\$ (30,000.00)	\$6,539,000.00
<b>J. Cumby Construction, Inc.</b>	<b>\$5,841,500.00</b>	\$165,500.00	\$ (45,000.00)	\$5,963,000.00
Morgan Contracting Inc.	\$6,488,045.00	\$200,00.00	\$ (17,000.00)	\$6,671,045.00

Information included in the proposals were reviewed for completeness. Based on our review of the information provided we *recommend accepting the low bid submitted by J. Cumby Construction* for the Base Bid Total of **\$5,841,500.00**. We do not recommend moving forward with either Alternate submitted with their bid.

We appreciate the opportunity provided us in assisting the City of Kingsport with this project. Please contact us if you have any questions.

Sincerely,

Michael L. Orr, PE  
 Project Manager

Enclosure

c: File: 50054-001



**AGENDA ACTION FORM**

**Authorizing FY20 Community Development Partner Agreement with UWGK**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-262-2019  
Work Session: November 18, 2019  
First Reading: N/A  
Final Adoption: November 19, 2019  
Staff Work By: Haga  
Presentation By: Ken Weems, AICP

**Recommendation:**

Approve 2020 CDBG UWGK Partner Agreement Resolution.

**Executive Summary:**

Over the course of the last couple months, the Community Development office of the City and staff from the United Way of Greater Kingsport (UWGK), at the direction of the City Manager's office, have been researching and working on a proposal to create the position of "Homeless Services Manager" to explore and effect a more efficient method of addressing the city's various homelessness issues. Under the attached agreement, UWGK will hire for this position, which will function within UWGK's operation, with the City providing \$25,000 matching funds from CDBG Public Services funds remaining at the close of the FY 2019 fiscal year.

Attached is a resolution authorizing the Mayor to execute the agreement with United Way of Greater Kingsport. Also attached is the agreement providing CDBG funding.

**Attachments:**

- 1. CDBG Partner Authorizing Resolution
- 2. Partner Agreement

Funding source appropriate and funds are available: *js*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH UNITED WAY OF GREATER KINGSPORT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN FISCAL YEAR 2019-2020

WHEREAS, the City of Kingsport desires to enter into an agreement for services in fiscal year 2019-2020 benefiting the general welfare of city residents with United Way of Greater Kingsport.

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, an agreement for services in fiscal year 2019-2020 benefiting the general welfare of City of Kingsport residents with United Way of Greater Kingsport.

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

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

ADOPTED this the 19th day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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

**GRANT CONTRACT  
BETWEEN THE CITY OF KINGSPORT, TENNESSEE  
AND  
UNITED WAY OF GREATER KINGSPORT**

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and United Way of Greater Kingsport, hereinafter referred to as the "Operating Agency", is for the provision of services to the homeless and those at risk for homelessness under the Community Development Block Grant Program ("CDBG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES").

**Operating Agency's address 301 Louis Street, Suite 201, Kingsport, TN**  
**Operating Agency's Edison Vendor ID # 62-0481461**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Operating Agency shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.
- A.2. To provide and operate public service activities to low and moderate income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency's duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:
- a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et.seq.), as amended (the "Federal CDBG Regulations").
  - b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.
- A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.
- A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a three (3) year period in accordance with the requirements of 24 CFR Part 570.
- A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

**B. TERM OF GRANT CONTRACT:**

- B.1. Grant Term. This Grant Contract shall be effective on July 1, 2019 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to June 30, 2020 ("Term"). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed Twenty-five Thousand DOLLARS (\$25,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Operating Agency.

- C.2. Compensation Firm. The Maximum Liability of the City is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Operating Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Operating Agency shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.

- C.4. Travel Compensation. Reimbursement to the Operating Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "City Comprehensive Travel Regulations", as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport  
Office of Housing and Community Development  
201 W. Market Street, Kingsport, Tennessee 37660  
Attention: Mark Haga

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.

- a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.

- b. The City shall not be responsible for the payment of any invoice submitted to the City after the grant disbursement reconciliation report. The City will not deem any Operating Agency costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the City, and such invoices will NOT be paid.
  - c. The Operating Agency's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Operating Agency being deemed ineligible for reimbursement under this Grant Contract, and the Operating Agency shall be required to refund any and all payments by the city pursuant to this Grant Contract.
  - d. The Operating Agency must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Operating Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Operating Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.
- D.3. Termination for Convenience. The City may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the City. The City shall give the Operating Agency at least thirty (30) days written notice before the effective termination date. The Operating Agency shall be entitled to compensation for authorized expenditures and satisfactory services, in compliance with Federal CDBG Regulations, completed as of the termination date, but in no event shall the City be liable to the Operating Agency for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Operating Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.
- D.5. Subcontracting. The Operating Agency shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Operating Agency shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Operating Agency warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the City of Kingsport as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Operating Agency in connection with any work contemplated or performed relative to this Grant Contract.

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

- D.7. Lobbying. The Operating Agency certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Operating Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The City:

Mark A. Haga  
City of Kingsport Office of Housing and Community Development  
201 W. Market Street, Kingsport, Tennessee 37660  
Telephone 423-229-9486  
Email markhaga@kingsporttn.gov  
Email pagejeffers@kingsporttn.gov

The Operating Agency:

**United Way of Greater Kingsport**  
301 Louis Street, Suite 201  
Kingsport, TN 37660  
Telephone 423-378-3409  
Email \_\_\_\_\_

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Grant Contract upon written notice to the Operating Agency. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Operating Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Operating Agency agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Operating Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Operating Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The City and the Operating Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.
- a. The Operating Agency warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
  - b. The Operating Agency warrants that it will cooperate with the City, including cooperation and coordination with City privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The City and the Operating Agency will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the City and the Operating Agency in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the City because of the violation.
- D.12. Public Accountability. If the Operating Agency is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Operating Agency in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.
- D.14. Licensure. The Operating Agency and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Operating Agency shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Operating Agency shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

- D.16. Monitoring. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.
- D.17. Progress Reports. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.
- D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit, within one (1) month of the conclusion of the Term, a CDBG annual report to the City.
- D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Operating Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Operating Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties

acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a) cease payment of the fees until Operating Agency resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Operating Agency will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Operating Agency shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. City Interest in Equipment or Motor Vehicles. The Operating Agency shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or

exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency agrees that the City may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Operating Agency agrees to execute and deliver to the City, upon the City's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Operating Agency shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the City may reasonably require. Without the prior written consent of the City, the Operating Agency shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Operating Agency's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract. The City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City's option, may also invoke the remedies herein provided.

The Operating Agency agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Operating Agency shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;

- g. Location within the Operating Agency's operations where the equipment or motor vehicles is used;
  - h. Condition of the property or disposition date if Operating Agency no longer has possession;
  - i. Depreciation method, if applicable; and
  - j. Monthly depreciation amount, if applicable.
  - k. The Operating Agency shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.
  - l. The Operating Agency shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Operating Agency shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.
  - m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Operating Agency shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
- D.28. City, State and Federal Compliance. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall control.
- E.2. Debarment and Suspension. The Operating Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. Have not within a three (3) year period preceding this the date of this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. Have not within a three (3) year period preceding the date of this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Operating Agency shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Work Papers Subject to Review. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Operating Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Operating Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all

hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

- E.5. Hold Harmless. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operating Agency, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Operating Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

- E.6. Federal Funding Accountability and Transparency Act ("FFATA"). This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

- (1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:
  - i. 80 percent or more of the Operating Agency's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315. "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings or deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.
- b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.
- c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

- E.7. Training. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.
- E.8. CDBG Program Requirements. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD

requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

- a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.
- b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:
  1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
  2. 24 CFR 570 Subpart A, General Provisions;
  3. 24 CFR 570 Subpart C, Eligible Activities;
  4. 24 CFR 570 Subpart J, Grant Administration;
  5. 24 CFR 570 Subpart K, Other Program Requirements;
  6. 24 CFR 570 Subpart O, Performance Reviews;
  7. Title VI and Executive Order 13166 Affirmative Outreach
- c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.
- d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
- e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
- f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.
- g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.
- h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.
- i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.

E.9. Drug Free Workplace. The Operating Agency will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the action that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Operating Agency's policy of maintaining a drug-free workplace;
  - 3. Any drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);
- d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).

E.10. Corrective Action. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the

Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set out their signatures.

**CITY OF KINGSPORT**

\_\_\_\_\_  
Patrick W. Shull, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Sidney H. Cox, City Recorder

\_\_\_\_\_  
Date

**UNITED WAY OF GREATER KINGSPORT**

\_\_\_\_\_  
Danelle Glasscock, Executive Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Billingsley, City Attorney

\_\_\_\_\_  
Date

## ATTACHMENT A

### 2019 CDBG PROGRAM DESCRIPTION OF OPERATING AGENCY ACTIVITIES

OPERATING AGENCY: United Way of Greater Kingsport

I. The activities for the 2019 CDBG Project shall consist of the following:

**A. Purpose of Project.**

UWGK will provide homeless services coordination services for low and moderate income individuals and families within the City Limits of the City of Kingsport. The goal of the project is to provide increased coordination of services among the various agencies providing outreach, shelter, housing, food and case management services to homeless persons.

**B. Method of Operation.**

The program will be available to individuals and families, consisting primarily of low and very low-income persons who are either experiencing homelessness or are under threat of becoming homeless. The program will be administered by UWGK and will provide funding to coordinate services addressing homelessness in Kingsport.

**ATTACHMENT B**

**2019 CDBG Program  
IMPLEMENTATION PLAN FOR CDBG PROJECTS**

**OPERATING AGENCY: United Way of Greater Kingsport**

**I. The time table for completing the activities for the project shall be:**

- |    |  |               |
|----|--|---------------|
| 1. | Determination of status for Environmental Review | July 1, 2019  |
| 2. | Release of Funds                                 | July 1, 2019  |
| 3. | Begin providing services to homeless             | July 1, 2019  |
| 4. | Contract complete                                | June 30, 2020 |

**ATTACHMENT C**

**2019 CDBG PROGRAM**

**PROJECT BUDGET**

**OPERATING AGENCY: United Way of Greater Kingsport**

**CDBG funds will be used as follows:**

<b>Personnel</b>	<b>\$25,000</b>
<b>TOTAL FOR GRANT</b>	<b>\$25,000</b>

## ATTACHMENT D

### Federal Award Identification Worksheet

Operating Agency's name (must match registered name in DUNS)	<b>United Way of Greater Kingsport</b>
Operating Agency's DUNS number	556260263
Federal Award Identification Number (FAIN)	B-19-MC-47-0004
Federal award date	July 1, 2019
CFDA number and name	14.218 Community Development Grant Program
Grant contract's begin date	July 1, 2019
Grant contract's end ate	June 30, 2020
Amount of federal funds obligated by this grant contract	\$25,000
Total amount of federal funds obligated to the Operating Agency	\$25,000
Total amount of the federal award to the City of Kingsport	\$391,364
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson, Director Community Planning and Development U.S. Department of Housing and Urban Development Knoxville Field Office 710 Locust Street, Third Floor Knoxville, TN 37902-2526
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Operating Agency's cognizant agency

## ATTACHMENT E

### Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Operating Agency should submit only one, completed "Notice of Audit Report" document to the City during the Operating Agency's fiscal year.**

- \_\_\_\_\_ is subject to an audit for fiscal year 2019.
- United Way of Greater Kingsport is not subject to an audit for fiscal year 2019.

Any Operating Agency that is subject to an audit must complete the information below.

Operating Agency's Edison Vendor ID Number: \_\_\_\_\_

Type of funds expended	Estimated amount of funds expended by end of Operating Agency's fiscal year
Federal pass-through funds	
a. Funds passed through the City of Kingsport	a. \$25,000
b. Funds passed through any other entity	b. \$0
Funds received directly from the federal government	\$
Non-federal funds received directly from the City of Kingsport	\$

Auditor's Name: \_\_\_\_\_

Auditor's address: \_\_\_\_\_

Auditor's phone number: \_\_\_\_\_

Auditor's email: \_\_\_\_\_

**ATTACHMENT F**

**Parent Child Information**

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Operating Agency should submit only one, completed "Parent Child Information" document to the City during the Operating Agency's fiscal year if the Operating Agency indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Operating Agency's Edison Vendor ID number: \_\_\_\_\_

Is \_\_\_\_\_ a parent?      Yes       No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is \_\_\_\_\_ a child?      Yes       No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Three (3) Diesel Single Axle Dump Trucks**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-263-2019  
 Work Session: November 18, 2019  
 First Reading: N/A  
 Final Adoption: November 19, 2019  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**

Bids were opened on October 30, 2019 for the purchase of Three (3) Diesel Single Axle Dump Trucks for use by the Public Works Streets & Water Maintenance Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 16, 2019 and placed on our website for 14 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Triad Freightliner of TN for Three (3) 2021 Freightliner M2106 W/ Reynold's Body as follows:

	\$93,209.00	Unit Cost
	\$8,346.00	Option A
Less	\$3,750.00	Trade in Allowance Equipment # 1606
Less	\$25,000.00	Trade in Allowance Equipment # 2003
Less	<u>\$25,000.00</u>	Trade in Allowance Equipment # 2004
	\$250,915.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *JR*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Oltzman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF THREE DIESEL SINGLE AXLE DUMP TRUCKS TO TRIAD FREIGHTLINER OF TENNESSEE, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened October 30, 2019, for the purchase of three (3) diesel single axle dump trucks for the use at the public works department for streets and water maintenance; and

WHEREAS, the city will receive \$3,750.00 for a trade-in allowance for equipment #1606, \$25,000.00 for a trade-in allowance equipment #2003, and a trade-in allowance of \$25,000.00 for equipment #2004; and

WHEREAS, upon review of the bids, the board finds Triad Freightliner of Tennessee, LLC. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase three (3) 2021 Freightliner M2106 with Reynolds body and option A diesel single axle dump trucks from Triad Freightliner of Tennessee, LLC at a total purchase cost of \$250,915.00 which includes the deduction of the \$53,750.00 trade-in allowances; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of three (3) 2021 Freightliner M2106 with Reynolds body and option A diesel single axle dump trucks at a total purchase cost of \$250,915.00, which includes the deduction of the \$53,750.00 trade-in allowances, is awarded to Triad Freightliner of Tennessee, LLC and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 October 30, 2019  
 4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

DIESEL SINGLE AXLE DUMP TRUCK						
Vendor:	Qty.:	Unit Cost:	Option A:	Trade-Ins:	Delivery Time:	Make/Model:
Goodpasture Motor Co.	3	\$ 94,400.00	\$8,346.00	#1606 - \$ 3,500.00 #2003 - \$23,000.00 #2004 - \$23,000.00	100-140 Days	2021 International HV W/Reynolds Body; Add \$4,250 for Rogers Body
Ted Russell Ford	3	\$ 98,210.00	\$9,000.00	#1606 - \$ 6,000.00 #2003 - \$18,000.00 #2004 - \$18,000.00	150 Days	Ford Regular Cab 4X2 F750
Triad Freightliner of TN	3	\$ 93,209.00	\$8,346.00	#1606 - \$ 3,750.00 #2003 - \$25,000.00 #2004 - \$25,000.00	120-160 Days	2021 Freightliner M2106 W/Reynolds Body; Add \$3,710 for Rogers Body
*Worldwide Equipment	3	\$100,990.00	\$8,346.00	#1606 - \$ 7,000.00 #2003 - \$22,000.00 #2004 - \$22,000.00	144-155 Days	2021 Kenworth T370 W/Reynolds Body
Bruckner Truck Sales	3	\$116,808.00	Blank	No Bid	180 Days	Mack GR42 BR MHD

\*White Out Used on Bid Documents

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

# Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner



# FLEET MAINTENANCE DEPARTMENT

## City of Kingsport, Tennessee

**To:** Nikisha Eichmann, Assistant Procurement Manager

**From:** Greg Willis, Streets Supervisor  
 Adam Williams, Street Maintenance Foreman  
 Jason Starnes, Water Construction Foreman  
 Steve Hightower, Fleet Manager

**Date:** November 27, 2018

**Re:** Dump Truck – Single Axle - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Works Streets and Water Maintenance Departments. We are further recommending that the Trade In offerings for units #1606, #2003, and #2004 be accepted. We are additionally requesting that “Option A – Snow Plow” for the Meyers RP-10-32 Snow Plow, at \$8,346 each, be added to all three units.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	3	2021 Freightliner M2106	Triad Freightliner	6 City/ 7 Hwy

### **Low Compliant Bidder**

The bidder was the low compliant bidder in all major aspects of the minimum specification requirements for the Single Axle Dump Truck specified, which includes a Reynolds dump body and Myers snow plow option.

### **These units will be Fleet Replacements.**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 120 - 160 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed by Street Maintenance Supervisor - Greg Willis, Street Maintenance Foreman - Adam Williams, Fleet Manger - Steve Hightower, Water Construction Foreman – Jason Starnes and Assistant Procurement - Manager Nikisha Eichmann, who are agreement with this recommendation. Confirming emails of agreement are attached.

### **Fuel Economy Improvement**

00%

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

## **Trade In(s)**

1. Trade in(s):
  - a. 1606 - 2003 GMC SINGLE AXLE DUMP TRK W/SNOWPLOW
  - b. Age: 17 Years – 117,481 Mileage – 7.46 MPG
  - c. Trade Offering: \$3,750
2. Trade in(s):
  - a. 2003 - 2012 FREIGHTLINER M2106 SINGLE AXLE DUMP TRUCK
  - b. Age: 7 Years – 69,512 Mileage – 6.26 MPG
  - c. Trade Offering: \$25,000
3. Trade in(s):
  - a. 2004 - 2012 FREIGHTLINER M2106 SINGLE AXLE DUMP TRUCK
  - b. Age: 7 Years – Mileage 73,890 – 5.53 MPG
  - c. Trade Offering: \$25,000

## **Origin/ Dealer Information**

1. New Unit(s) Chassis Origin of Manufacture:
  - a. Chassis – Mount Holly, North Carolina
    - i. 50 % Domestic/ 50 % Foreign Materials
2. Dump Body Manufacturer:
  - a. Body – Reynolds – Allen, KY
    - i. 90 % Domestic/ 10 % Foreign Materials
3. Unit(s) Chassis Dealer:
  - a. Chassis – Triad Freightliner – Kingsport, TN.
4. Unit(s) Body Dealer:
  - a. Body – Reynolds - Allen, KY
5. Snowplow Dealer:
  - a. B&H Sales – Kingsport, TN

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

Thank you.



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

**From:** Willis, Greg  
**Sent:** Friday, November 08, 2019 8:35 AM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>; Willis, Greg <GregWillis@KingsportTN.gov>  
**Subject:** Single axle

Steve it is my recommendation that we proceed with Triad as the awarded vendor for the dump trucks per our meeting.

Sent from my Verizon, Samsung Galaxy smartphone

**From:** Starnes, Jason  
**Sent:** Thursday, November 07, 2019 12:13 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** Dump Truck Bid Acceptance

Good afternoon Steve,

After meeting and reviewing the bid documentation, this Department is in agreement with the bid being awarded to Triad Freightliner for the purchase of single and tandem axle dump trucks. Thank you for your time and assistance,

Jason R. Starnes  
Water Construction Foreman  
City of Kingsport, TN  
O: (423) 229-9322  
C: (423) 534-9081  
[jasonstarnes@KingsportTN.gov](mailto:jasonstarnes@KingsportTN.gov)



225 W. Center Street



AGENDA ACTION FORM

**Awarding the Bid for the Purchase of Two (2) Diesel Tandem Axle Dump Trucks**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-264-2019  
Work Session: November 18, 2019  
First Reading: N/A  
Final Adoption: November 19, 2019  
Staff Work By: Committee  
Presentation By: R. McReynolds, S. Hightower

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
Bids were opened on October 30, 2019 for the purchase of Two (2) Diesel Tandem Axle Dump Trucks for use by the Public Works Streets & Waste Water Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 16, 2019 and placed on our website for 14 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Triad Freightliner of TN for Two (2) 2021 Freightliner M2106 W/ Reynold's Body as follows:

\$107,188.00	Unit Cost
<u>\$8,346.00</u>	Option A
\$231,068.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # GP2015 31100006019006 & SW2003 45200006069006.

- Attachments:**
1. Resolution
  2. Bid Opening Minutes
  3. Vendor List
  4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *JP*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO DIESEL TANDEM AXLE DUMP TRUCKS TO TRIAD FREIGHTLINER OF TENNESSEE, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened October 30, 2019, for the purchase of two (2) diesel tandem axle dump trucks for the use at the public works department for streets and water maintenance; and

WHEREAS, upon review of the bids, the board finds Triad Freightliner of Tennessee, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2021 Freightliner M2106 with Reynolds body and option A diesel tandem axle dump trucks from Triad Freightliner of Tennessee, LLC at a total purchase cost of \$231,068.00; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2021 Freightliner M2106 with Reynolds body and option A diesel tandem axle dump trucks at a total purchase cost of \$231,068.00, is awarded to Triad Freightliner of Tennessee, LLC and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
October 30, 2019  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

DIESEL TANDEM AXLE DUMP TRUCK					
Vendor:	Qty.:	Unit Cost:	Option A:	Delivery Time:	Make/Model
Worldwide Equipment	2	\$115,730.00	\$8,346.00	145-155 Days	2021 Kenworth T370 W/Reynolds Body
Goodpasture Motor Co.	2	\$107,500.00	\$8,346.00	100-140 Days	2021 International HV6X4 W/Reynolds Body; Add \$6,000 for Rogers Body
Triad Freightliner of TN	2	\$107,188.00	\$8,346.00	120-160 Days	2021 Freightliner M2106 W/Reynolds Body; Add \$5,450 for Rogers Body
Bruckner Truck Sales	2	\$129,186.00	N/A	180 Days	Mack GR64 BR MHD

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

# Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piiper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinern.com	Triad Freightliner



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

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Greg Willis, Streets Supervisor  
 Adam Williams, Street Maintenance Foreman  
 Jason Starnes, Water Construction Foreman  
 Steve Hightower, Fleet Manager  
**Date:** November 8, 2019  
**Re:** Dump Truck - Tandem Axle - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Work Streets Maintenance and Waste Water groups. We are further recommending that Option A: Snowplow be accepted.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2021 Freightliner M2106	Triad Freightliner	6 City/ 7 Hwy

**Low Compliant Bidder**

The bidder was the low compliant bidder in all major aspects of the minimum specification requirements for the Tandem Axle Dump Truck specified, which includes a Reynolds dump body and Myers snow plow option.

**These units will be Fleet Additions**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of this unit is 120-160 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed by Street Maintenance Supervisor - Greg Willis, Street Maintenance Foreman - Adam Williams, Fleet Manger - Steve Hightower, Water Construction Foreman – Jason Starnes and Assistant Procurement - Manager Nikisha Eichmann, who are agreement with this recommendation. Confirming emails of agreement are attached.

**Fuel Economy Improvement**

00%

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

**Trade In(s)**

1. Trade in(s):
  - a. N/A

**Origin/ Dealer Information**

1. New Unit(s) Chassis Origin of Manufacture:
  - a. Chassis – Mount Holly, North Carolina
    - i. 50 % Domestic/ 50 % Foreign Materials
2. Dump Body Manufacturer:
  - a. Body – Reynolds – Allen, KY
    - i. 90 % Domestic/ 10 % Foreign Materials
3. Unit(s) Chassis Dealer:
  - a. Chassis –Triad Freightliner – Kingsport, TN.
4. Unit(s) Body Dealer:
  - a. Body – Reynolds - Allen, KY
5. Snowplow Dealer:
  - a. B&H Sales – Kingsport, TN

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

Thank you.



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

**From:** Starnes, Jason  
**Sent:** Thursday, November 07, 2019 12:13 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** Dump Truck Bid Acceptance

Good afternoon Steve,

After meeting and reviewing the bid documentation, this Department is in agreement with the bid being awarded to Triad Freightliner for the purchase of single and tandem axle dump trucks. Thank you for your time and assistance,

Jason R. Starnes  
Water Construction Foreman  
City of Kingsport, TN  
O: (423) 229-9322  
C: (423) 534-9081  
[jasonstarnes@KingsportTN.gov](mailto:jasonstarnes@KingsportTN.gov)



225 W. Center Street  
Kingsport, TN 37660  
[www.kingsporttn.gov](http://www.kingsporttn.gov)

**From:** Willis, Greg  
**Sent:** Friday, November 08, 2019 8:35 AM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>; Willis, Greg <GregWillis@KingsportTN.gov>  
**Subject:** Single axle

Steve it is my recommendation that we proceed with Triad as the awarded vendor for the dump trucks per our meeting.

Sent from my Verizon, Samsung Galaxy smartphone



AGENDA ACTION FORM

**Resolution Awarding the Bid for the Purchase of Two (2) 4x4 Backhoe**

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-265-2019  
Work Session: November 18, 2019  
First Reading: N/A  
Final Adoption: November 19, 2019  
Staff Work By: Committee  
Presentation By: R. McReynolds, S. Hightower

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**

Bids were opened on October 31, 2019 for the purchase of Two (2) 4x4 Backhoe for use by the Water & Waste Water Maintenance Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 16, 2019 and placed on our website for 15 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Stowers Machinery for Two (2) 420F2 Cat Backhoe as follows:

	\$83,200.00	Unit Cost
	\$915.00	Option 1
	\$1,050.00	Option 2
	\$1,135.00	Option 3
Less	<u>\$7,500.00</u>	Trade in Allowance Equipment # 1832
	\$162,000.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010 & SW2003 45200006069006.

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available. *[Signature]*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF  
TWO 4X4 BACKHOE TO STOWERS MACHINERY  
CORPORATION AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened October 31, 2019, for the purchase of two (2) 4x4 backhoe for the use at the in the public works department for water & wastewater maintenance; and

WHEREAS, the city will receive \$7,500.00 for a trade-in allowance for vehicle #1832; and

WHEREAS, upon review of the bids, the board finds Stowers Machinery Corporation is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 420F2 Cat Backhoe with options 1, 2 and 3, from Stowers Machinery Corporation at a total purchase cost of \$162,000.00, which includes the deduction of the \$7,500.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 420F2 Cat Backhoe with options 1, 2 and 3, at a total purchase cost of \$162,000.00, which includes the deduction of the \$7,500.00 trade-in allowance, is awarded to Stowers Machinery Corporation, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 October 31, 2019  
 4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

4X4 BACKHOE						
Vendor:	Qty.:	Unit Cost:	Trade-In #1832:	Options:	Delivery Time:	Make/Model:
Contractors Machinery Tri-Cities	2	\$88,498.00	\$11,000.00	#1 - \$ 900.00 #2 - \$ 995.00 #3 - \$1,070.00	120 Days	Case 580 Super N
Stowers Machinery	2	\$83,200.00	\$ 7,500.00	#1 - \$ 915.00 #2 - \$1,050.00 #3 - \$1,135.00	160 Days	420 F2 CAT Backhoe
Kubota of Kingsport	2	No Bid	N/A	N/A	N/A	N/A

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

# Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner



# FLEET MAINTENANCE DEPARTMENT

## City of Kingsport, Tennessee

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
 Jason Starnes, Water Construction Foreman  
**Date:** November 8, 2019  
**Re:** 4x4 Backhoe Loader Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor. It is further recommended to accept the Trade-In offering for unit #1832. We are further requesting to purchase one of each Option 1: 18" Bucket, Option 2: 24" Bucket, and Option 3: 30" Bucket.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2019 Cat 420 F2	Stowers Machinery	1.6 GPH

### Low Compliant Bidder

The bidder's compliance was acceptable in all major aspects of the minimum specification requirements for the 4x4 Backhoe Loader needed for the Water and Waste Water Departments use application. It should be noted that the Stowers offering optioned their pricing on the auxiliary hydraulic circuit required for the rear boom in their bid documents. This increased Stowers initial \$83,200 bid price by \$3,200 to total \$86,400 per unit but still makes Stowers the lower compliant bidder. This rear hydraulic circuit was specified and is required to allow the Department to operate their auxiliary tooling such as hammers and breakers.

### One unit will be a Fleet Replacement.

### The second unit will be an addition to the Fleet for Waste Water Maintenance.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 160 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with Water Construction Foreman, Jason Starnes, who is in agreement with this recommendation. A confirming email of agreement is below.

### Fuel Economy Improvement and Trade In Information

118%

The units being recommended for purchase will have a 118% increase in fuel economy improvement over the unit currently in the fleet.

#### **One (1) Fleet Replacement:**

Fleet Unit: 1832 - 2008 NEW HOLLAND BACKHOE – Age: 11 Years 0.49 GPH  
 Trade Offering: \$7,500

## Origin Information

1. New Unit Origin of Manufacture:
  - a. Backhoe Loader Mfg.– Leicester, England
    - i. 10% Domestic/ 90% Foreign Materials
2. New Unit Purchase Dealer:
  - a. Backhoe Loader – Stowers Machinery – Kingsport, TN

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

Thank you



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

**From:** Starnes, Jason  
**Sent:** Thursday, November 07, 2019 12:14 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** Backhoe Bid Acceptance

Good afternoon,

After reviewing the bid documentation, this Department is in agreement with the bid being awarded to Stowers Machinery for the purchase of two backhoes. Thank you for your time and assistance,

**Jason R. Starnes**  
Water Construction Foreman  
City of Kingsport, TN  
O: (423) 229-9322  
C: (423) 534-9081  
[jasonstarnes@KingsportTN.gov](mailto:jasonstarnes@KingsportTN.gov)



225 W. Center Street  
Kingsport, TN 37660



**AGENDA ACTION FORM**

**Approving Renewal of Property Insurance for City Owned Buildings**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-260-2019  
 Work Session: November 18, 2019  
 First Reading: N/A

Final Adoption: November 19, 2019  
 Staff Work By: Terri Evans  
 Presentation By: Terri Evans

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The city's property insurance coverage is provided through Travelers and covers all buildings owned by the City of Kingsport and Kingsport City Schools. Travelers has agreed to renew the insurance at \$.0373 per \$100.00 of covered value, up from \$.0331 last year. This is an increase of \$.0042 per \$100. The increase is due to the extreme losses throughout the property insurance industry resulting from hurricanes, tornadoes, wildfires and other natural disasters over the last three years. The value of our properties is also increased due to continued increased building costs for our replacement coverage and additional/renovated properties.

Our local insurance company, McGriff Insurance Services received quotes from several other carriers and none were lower than the rate by Travelers for equal coverage. The 2020 premium will be \$223,834.00

**Attachments:**

- 1. Resolution

Funding source appropriate and funds are available: *[Signature]*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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 would like to renew the agreement with Travelers Insurance to provide specific insurance coverage for the city's property effective January 1, 2020, through December 31, 2020; and

WHEREAS, there is a small increase of \$.0042 in the rate for the premium from last year, which is now \$.0373 per \$100.00 of covered value; and

WHEREAS, funding is available in the Risk Administration Operating Fund.

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, effective January 1, 2020, through December 31, 2020, at the rate of \$.0373 per \$100.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Travelers Insurance to provide property insurance coverage for the city's property effective January 1, 2020, through December 31, 2020, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or 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 19th day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Award Bid to Baker's Construction Services, Inc. for the Sanitary Sewer Facilities Extension Border Regions – Area 2 and Mitchell Road Project**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-261-2019  
 Work Session: November 18, 2019  
 First Reading: N/A  
 Final Adoption: November 19, 2019  
 Staff Work By: C. Austin/H. Clabaugh  
 Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Bids were opened on November 7, 2019 for the Sanitary Sewer Facilities Extension: Border Regions – Area 2 and Mitchell Road Project. This project consists of construction of approximately 7,500 LF of gravity sanitary sewer line and appurtenances, including manholes, and laterals. The project location is for the areas of Border Regions Area 2 and Mitchell Road. The project shall be completed by April 11, 2020.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Baker's Construction Services, Inc. in the amount of \$1,157,898.78.

Base Bid	\$1,157,898.78
Contingency 6%	69,473.93
Engineering Inspection & Admin 14%	<u>171,832.18</u>
Total Project Cost	\$1,399,204.89

Funding is available and identified in SW1801.

**Attachments:**

- Resolution
- Bid Minutes
- Location Map

Funding source appropriate and funds are available: *J*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE SANITARY SEWER FACILITIES EXTENSION BORDER REGIONS-AREA 2 AND MITCHELL ROAD PROJECT TO BAKER'S CONSTRUCTION SERVICES, 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

WHEREAS, bids were opened November 7, 2019, for the Sanitary Sewer Facilities Extension: Border Regions – Area 2 and Mitchell Road Project; and

WHEREAS, upon review of the bids, the board finds Baker's Construction Services, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of approximately 7,500 linear feet of gravity sanitary sewer line and appurtenances, including manholes, and laterals from Baker's Construction Services, Inc. at an estimated construction cost of \$1,157,898.78; and

WHEREAS, funding is identified in project numbers SW1801;

Now therefore,

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

SECTION I. That the bid for the Sanitary Sewer Facilities Extension: Border Regions – Area 2 and Mitchell Road Project, consisting of construction of approximately 7,500 linear feet of gravity sanitary sewer line and appurtenances, including manholes, and laterals at an estimated cost of \$1,157,898.78 is awarded to Baker's Construction Services, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day of November, 2019.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
November 7 2019  
4:00 P.M.

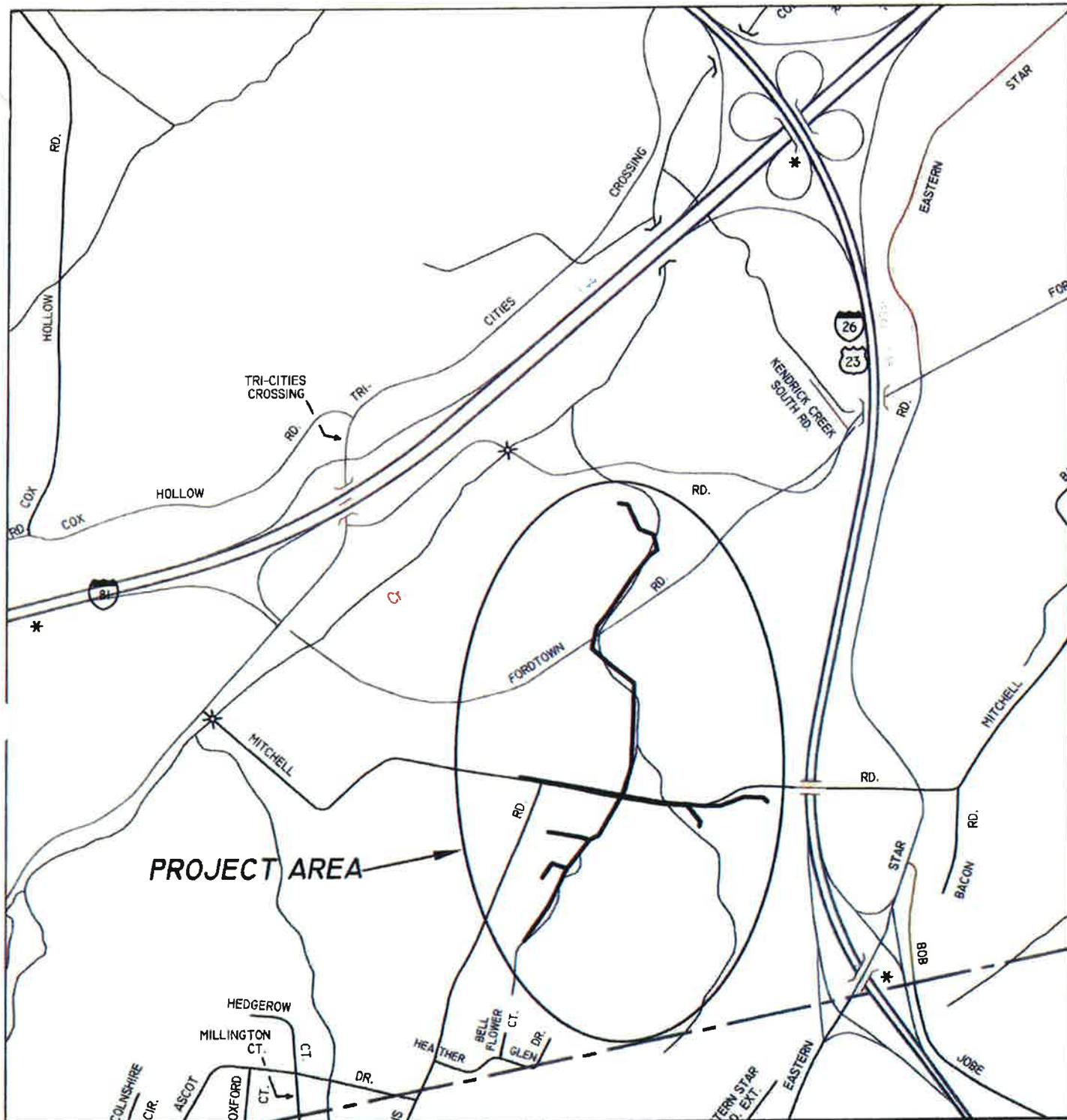
Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; and Mike Hickman, Engineering

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

The Procurement Manager opened with the following bids:

<b>BORDER REGIONS AREA 2 &amp; MITCHELL RD.: SANITARY SEWER FACILITIES EXTENSION</b>		
<b>Vendor:</b>	<b>Total Cost:</b>	<b>Comments:</b>
East TN Turf & Landscape	\$1,279,925.00	N/A
McFall Excavating, Inc.	\$1,433,785.00	N/A
Baker's Construction Services, Inc.	\$1,157,898.78	NA
Thomas Construction Co., Inc.	\$2,332,460.00	N/A
American Environmental, LLC	\$1,404,525.00	N/A
Baker's Construction & Excavation Co.	\$1,526,385.07	White out used
Merkel Bros. Construction, Inc.	\$1,823,255.00	N/A

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



**EXTENSION OF GRAVITY SANITARY SEWERS TO  
BORDER REGIONS AREA 2 & MITCHELL ROAD**

**2018-C21**




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 Finance Department
 

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**MEMORANDUM**

TO: Chris McCartt, City Manager  
Honorable Mayor, Vice Mayor and Board of Mayor and Aldermen

FROM: Sidney H. Cox, City Recorder/CFO

DATE: November 15, 2019

SUBJECT: State of Tennessee the Report on Debt Obligations (State Form CT-0253)  
\$18,615,000 General Obligation Improvement Bonds – Series 2019

At the September 17, 2019 regular business meeting, by resolution, the BMA authorized the issuance of up to \$20,250,000 in 20 year, tax-exempt bonds in order to finance a variety of capital projects, as part of the City's annual Capital Improvement Program (CIP). The Finance Department proceeded with preparing the necessary information to conduct the sale of the bonds, including credit rating reviews with both Moody's Investors Service and S&P Global. I am pleased to confirm that, both Moody's and S&P reaffirmed the City's credit ratings at, Aa2 and AA, respectively.

The City conducted a competitive sale for this issuance on November 4, 2019 and completed the closing on the bonds, November 15, 2019. The City received electronic bids from 12 national firms, with the winning public bid for the fixed rate bonds submitted by Piper Jaffray & Company. Their bid resulted in a true interest cost (TIC) of 2.459786% and a net premium payment by the underwriter of, \$1,673,194.65.

As a follow-up to the bond closing, the City is required, to complete and communicate to the BMA, the attached "Report on Debt Obligations" (State Form No. CT-0253). After being communicated to the BMA, the City is then required to file Form CT-0253 with the State of Tennessee's Comptroller's Office.

A Final Financing Report for the transaction was prepared by the City's Financial Advisor – Raymond James & Associates and includes detailed information about this bond issue. Excerpts from this report are included with the State Reporting Form for your information. The complete report is available for your review in the City Recorder's office, at your convenience.

If additional information is needed, please advise.

Attachments:  
State Form CT-0253 – Report on Debt Obligations  
Excerpts from Final Financing Report

## REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

<b>1. Public Entity:</b>	
Name:	<u>City of Kingsport, Tennessee</u>
Address:	<u>225 West Center Street</u>
	<u>Kingsport, Tennessee 37660</u>
Debt Issue Name:	<u>General Obligation Improvement Bonds, Series 2019</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

<b>2. Face Amount:</b>	\$ <u>18,615,000.00</u>
Premium/Discount:	\$ <u>1,673,194.65</u>

<b>3. Interest Cost:</b>	<u>2.4509</u> %	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable
<input checked="" type="checkbox"/> TIC	<input type="checkbox"/> NIC		
<input type="checkbox"/> Variable:	Index _____ plus _____ basis points; or		
<input type="checkbox"/> Variable:	Remarketing Agent _____		
<input type="checkbox"/> Other:	_____		

<b>4. Debt Obligation:</b>			
<input type="checkbox"/> TRAN	<input type="checkbox"/> RAN	<input type="checkbox"/> CON	
<input type="checkbox"/> BAN	<input type="checkbox"/> CRAN	<input type="checkbox"/> GAN	
<input checked="" type="checkbox"/> Bond	<input type="checkbox"/> Loan Agreement	<input type="checkbox"/> Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").			

<b>5. Ratings:</b>		
<input type="checkbox"/> Unrated		
Moody's <u>Aa2</u>	Standard & Poor's <u>AA</u>	Fitch _____

<b>6. Purpose:</b>		<b>BRIEF DESCRIPTION</b>
<input checked="" type="checkbox"/> General Government	<u>45.91</u> %	<u>various general, recreational and public works projects</u>
<input checked="" type="checkbox"/> Education	<u>4.93</u> %	<u>school facilities improvements</u>
<input checked="" type="checkbox"/> Utilities	<u>49.16</u> %	<u>water and sewer systems</u>
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

<b>7. Security:</b>	
<input checked="" type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input type="checkbox"/> Other (Describe): _____

<b>8. Type of Sale:</b>	
<input checked="" type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan _____
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program _____
<input type="checkbox"/> Informal Bid	

<b>9. Date:</b>	
Dated Date: <u>11/15/2019</u>	Issue/Closing Date: <u>11/15/2019</u>

**REPORT ON DEBT OBLIGATION**

(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$ 390,000.00	5.0000 %	2032	\$ 855,000.00	3.0000 %
2022	\$ 800,000.00	5.0000 %	2033	\$ 880,000.00	3.0000 %
2023	\$ 840,000.00	5.0000 %	2034	\$ 905,000.00	2.5000 %
2024	\$ 880,000.00	5.0000 %	2035	\$ 930,000.00	3.0000 %
2025	\$ 925,000.00	5.0000 %	2036	\$ 955,000.00	3.0000 %
2026	\$ 970,000.00	5.0000 %	2037	\$ 985,000.00	3.0000 %
2027	\$ 1,020,000.00	5.0000 %	2038	\$ 1,010,000.00	3.0000 %
2028	\$ 1,070,000.00	5.0000 %	2039	\$ 1,040,000.00	3.0000 %
2029	\$ 1,115,000.00	3.0000 %	2040	\$ 1,065,000.00	3.0000 %
2030	\$ 1,150,000.00	3.0000 %		\$	%
2031	\$ 830,000.00	3.0000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 49,750	Raymond James & Associates, Inc.
Legal Fees	\$	
Bond Counsel	\$ 37,500	Adams and Reese LLP
Issuer's Counsel	\$	
Trustee's Counsel	\$	
Bank Counsel	\$	
Disclosure Counsel	\$	
Paying Agent Fees	\$ 400	U.S. Bank National Association
Registrar Fees	\$	
Trustee Fees	\$	
Remarketing Agent Fees	\$	
Liquidity Fees	\$	
Rating Agency Fees	\$ 37,350	Moody's and Standard & Poors
Credit Enhancement Fees	\$	
Bank Closing Costs	\$	
Underwriter's Discount <u>0.46</u> %		
Take Down	\$ 85,891	Piper Jaffray & Co.
Management Fee	\$	
Risk Premium	\$	
Underwriter's Counsel	\$	
Other expenses	\$	
Printing and Advertising Fees	\$ 1,500	I-Deal Prospectus
Issuer/Administrator Program Fees	\$	
Real Estate Fees	\$	
Sponsorship/Referral Fee	\$	
Other Costs	\$ 673	Cusip
<b>TOTAL COSTS</b>	<b>\$ 213,064</b>	

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar	\$400	U.S. Bank National Association
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other _____		

**13. Disclosure Document / Official Statement:**

None Prepared

EMMA link https://emma.msrb.org/ES1324140-ES1033432-ES1435925.pdf or

Copy attached

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due June 30

Name and title of person responsible for compliance Sidney H. Cox, City Recorder/CFO

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 11/15/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 11/15/2019 and presented at public meeting held on 11/19/2019

Copy to Director to OSLF: on 11/20/2019 either by:

Mail to: 505 Deaderick Street, Suite 1600  
James K. Polk State Office Building  
Nashville, TN 37243-1402

OR

Email to: [StateAndLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateAndLocalFinance.PublicDebtForm@cot.tn.gov)

**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Patrick W. Shull</u>	<u>Cynthia M. Barnett, Esq.</u>
Title	<u>Mayor</u>	<u>Bond Counsel</u>
Firm	<u>City of Kingsport, Tennessee</u>	<u>Adams and Reese LLP</u>
Email	<u>PatrickShull@kingsporttn.gov</u>	<u>cindy.barnett@arlaw.com</u>
Date	<u>11/15/2019</u>	<u>11/15/2019</u>

## EXECUTIVE SUMMARY

*Background:* The City of Kingsport, Tennessee (the “City”) issued its \$18,615,000 General Obligation Improvement Bonds, Series 2019 (the “Bonds”) on November 15, 2019. The objective of the transaction was to take advantage of low interest rates and finance the City’s adopted FY 2019 – 2020 Capital Improvement Program as quickly as possible.

For this transaction, Raymond James & Associates, Inc., Nashville, Tennessee (“Raymond James”), Adams and Reese LLP, Nashville, Tennessee (“Adams and Reese”) and U.S. Bank National Association served the City as its municipal advisor, bond counsel and registration and paying agent, respectively.

*Transaction Preparation:* As required, the City and Raymond James entered into a Municipal Advisor Agreement (the “Agreement”) relating to the sale and issuance of the Bonds. With the assistance of Raymond James, Adams and Reese developed the Initial and Detailed Resolutions relating to the Bonds which were considered favorably by the Board of Mayor and Aldermen of the City on September 17, 2019. As mandated by Tennessee law, the City published the Initial Resolution on September 18, 2019 to start the 20 day legal protest period.

In order to assure the best execution and the lowest rates possible, the Initial and Detailed Resolutions were structured so that the Bonds were secured by the City’s general obligation pledge even though a portion of the Bonds (\$9,190,000) are fully payable from the net revenue streams of the water and sewer systems and the portion of the Bonds (\$550,000) was payable from revenues to be derived from the one-quarter percent (0.25%) local option sales tax levied by the Municipality within the corporate limits of the Municipality within Sullivan County, Tennessee, and revenues to be derived from the operation of the Municipality’s convention center and golf course.

Pursuant to the Agreement, Raymond James facilitated the development of the “Official Notice of Sale” and the “Preliminary Official Statement” (collectively, the “Offering Documents”) based on input from the City and Adams and Reese. Following revisions and comments, the City authorized Raymond James to use those documents to initiate the marketing process for the Bonds on October 25, 2019. In accordance with new regulations requiring Municipal Advisors to apply for the assignment of CUSIP numbers for each series of Bonds within one day of the release Offering Documents, a subscription was made for the Bonds within the mandated timeframe.

Concurrent with the development of various marketing materials, numerous documents, including, but not limited to, a draft version of the “Preliminary Official Statement”, the Resolution and other data were provided to Moody's Investors Service, Inc. (“Moody's”) and S&P Global Ratings Group (“S&P”) seeking credit ratings for the Bonds. As is usual and customary, “due diligence” questionnaires were provided by Moody’s and S&P and separate conference calls arranged by Raymond James were conducted among City officials, analysts for Moody’s, S&P and Raymond James representatives in order to provide additional information and respond to questions regarding the City’s transaction, its financial situation and operations, future capital plans and its current economic circumstances. Following their standard analytical processes, Moody’s and S&P’s credit committees reviewed the materials and the recommendations of their respective analytical teams assigned to the engagement. In accordance with their published methodologies, Moody’s and S&P affirmed the City’s outstanding credit ratings for all rated debt and assigned the Bonds their ratings of “Aa2” and “AA”, respectively.

*Bond Sale:* As required by Tennessee law, the Bonds were advertised for competitive public sale through a formal process initiated not less than 5 days prior to the targeted date of sale. Details concerning the public sale and Bonds were provided to potential bidders and others in the “Official Notice of Sale” and the “Preliminary Official Statement”, both of which were dated as of October 25, 2019. Following the normal process for the City, the web-based facilities of I-deal prospectus were used for this task and formal bidding was conducted through IPREO’s BiDCOMP®/Parity® system (the “System”). Through the System, 12 of the original 12 firms which indicated an interest in bidding for the Bonds submitted proposals ranging from the best bid of 2.459786% on a true interest cost basis (“TIC”) to 2.607941%.

The successful bidder for the Bonds was an account led by Piper Jaffray & Co., Minneapolis, Minnesota (the “Underwriter”) who contracted with the Municipality, subject to the conditions set forth in the “Official Notice of Sale” (including permitted adjustments) to purchase the Bonds at a price of \$20,202,303.18 (consisting of the par amount of the Bonds of \$18,615,000.00, plus a net premium of \$1,673,194.65, less an underwriter’s discount of \$85,891.47) or a bid price of 108.527% of par.

Following official bidding, resizing and other permitted adjustments which were performed by Raymond James, the normal process associated with closing occurred including, but not limited to, finalization of the “Official Statement” (including approval and distribution to the Underwriter), development of the “Final Financing Report”, preparation of all closing memoranda, review and comments on all closing documents and other usual and customary activities.

A representative of Raymond James traveled to the City for the pre-closing which was held on November 12, 2019. Following confirmation of closing on November 15, 2019, Raymond James disbursed funds to cover all documented costs of issuance associated with the transaction and assured that detailed invoices were provided to the City for its records.

*Summary:* The Bonds carried a weighted average maturity (“WAM”) of 11.002 years was reflective of the traditional 20 fiscal year financing models that have been used by the City for a number years to fund its annual Capital Improvement Programs.

Clearly appealing to investors was the City’s “Aa2”/ “AA” credit ratings as witnessed by the number of proposals received for the Bonds and the exceptionally low yields bid. The remarkable adjusted true interest cost (“TIC”) of 2.4508819% and equally impressive all-inclusive cost (“AIC”) (i.e., the cost of funds including all transaction expenses) of 2.5198388% were reflective of the extraordinary low yields available in the capital markets during the fourth quarter of 2019.

**\$18,615,000**

City of Kingsport, Tennessee  
 General Obligation Improvement Bonds, Series 2019

**Pricing Summary**

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
03/01/2021	Serial Coupon	5.000%	1.150%	390,000.00	104.930%	-	-	-	409,227.00
03/01/2022	Serial Coupon	5.000%	1.160%	800,000.00	108.667%	-	-	-	869,336.00
03/01/2023	Serial Coupon	5.000%	1.180%	840,000.00	112.305%	-	-	-	943,362.00
03/01/2024	Serial Coupon	5.000%	1.200%	880,000.00	115.857%	-	-	-	1,019,541.60
03/01/2025	Serial Coupon	5.000%	1.280%	925,000.00	118.982%	-	-	-	1,100,583.50
03/01/2026	Serial Coupon	5.000%	1.360%	970,000.00	121.885%	-	-	-	1,182,284.50
03/01/2027	Serial Coupon	5.000%	1.440%	1,020,000.00	124.564%	-	-	-	1,270,552.80
03/01/2028	Serial Coupon	5.000%	1.530%	1,070,000.00	123.861%	€ 1.879%	03/01/2027	100.000%	1,325,312.70
03/01/2029	Serial Coupon	3.000%	1.910%	1,115,000.00	107.387%	€ 2.120%	03/01/2027	100.000%	1,197,365.05
03/01/2030	Serial Coupon	3.000%	2.000%	1,150,000.00	106.754%	€ 2.261%	03/01/2027	100.000%	1,227,671.00
03/01/2031	Serial Coupon	3.000%	2.170%	830,000.00	105.569%	€ 2.433%	03/01/2027	100.000%	876,222.70
03/01/2032	Serial Coupon	3.000%	2.310%	855,000.00	104.605%	€ 2.561%	03/01/2027	100.000%	894,372.75
03/01/2033	Serial Coupon	3.000%	2.390%	880,000.00	104.059%	€ 2.636%	03/01/2027	100.000%	915,719.20
03/01/2034	Serial Coupon	2.500%	2.500%	905,000.00	100.000%	-	-	-	905,000.00
03/01/2035	Serial Coupon	3.000%	2.470%	930,000.00	101.515%	€ 2.717%	03/01/2027	100.000%	962,689.50
03/01/2036	Serial Coupon	3.000%	2.510%	955,000.00	103.245%	€ 2.751%	03/01/2027	100.000%	985,989.75
03/01/2037	Serial Coupon	3.000%	2.550%	985,000.00	102.975%	€ 2.782%	03/01/2027	100.000%	1,014,303.75
03/01/2038	Serial Coupon	3.000%	2.580%	1,010,000.00	102.774%	€ 2.805%	03/01/2027	100.000%	1,038,017.40
03/01/2039	Serial Coupon	3.000%	2.630%	1,040,000.00	102.438%	€ 2.835%	03/01/2027	100.000%	1,065,355.20
03/01/2040	Serial Coupon	3.000%	2.710%	1,065,000.00	101.905%	€ 2.875%	03/01/2027	100.000%	1,085,288.25
<b>Total</b>				<b>\$18,615,000.00</b>					<b>\$20,288,194.65</b>

**Bid Information**

Par Amount of Bonds	\$18,615,000.00
Reoffering Premium or (Discount)	1,673,194.65
Gross Production	\$20,288,194.65
Total Underwriter's Discount (0.461%)	\$(85,891.47)
Bid (108.527%)	20,202,303.18
Total Purchase Price	\$20,202,303.18
Bond Year Dollars	\$209,906.08
Average Life	11.276 Years
Average Coupon	3.3141508%
Net Interest Cost (NIC)	2.5579539%
True Interest Cost (TIC)	2.4508819%

Kingsport Series 2019 New | Issue Summary | 11/4/2019 | 12:01 PM

**Raymond James**

Page 7

**\$18,615,000**

City of Kingsport, Tennessee  
General Obligation Improvement Bonds, Series 2019

### Total Issue Sources And Uses

Dated 11/15/2019 | Delivered 11/15/2019

	LATAHS GOB								
	General Fund - 20 years	General Fund - 10 years	Meadowview Project	Course Project	Sewer Fund - 20 years	Sewer Fund - 10 years	Water Fund - 10 years	Water Fund - 20 years	Issue Summary
<b>Sources Of Funds</b>									
Par Amount of Bonds	\$7,465,000.00	\$1,410,000.00	\$330,000.00	\$220,000.00	\$2,990,000.00	\$445,000.00	\$690,000.00	\$5,065,000.00	\$18,615,000.00
Reoffering Premium	595,240.10	219,359.20	26,422.25	32,923.25	235,562.80	65,052.90	101,228.80	397,405.35	1,673,194.65
<b>Total Sources</b>	<b>\$8,060,240.10</b>	<b>\$1,629,359.20</b>	<b>\$356,422.25</b>	<b>\$252,923.25</b>	<b>\$3,225,562.80</b>	<b>\$510,052.90</b>	<b>\$791,228.80</b>	<b>\$5,462,405.35</b>	<b>\$20,288,194.65</b>
<b>Uses Of Funds</b>									
Deposit to Project Construction Fund	7,974,796.85	1,613,220.55	352,645.12	250,405.17	3,191,339.71	504,959.50	783,331.16	5,404,432.12	20,075,130.18
Costs of Issuance	50,998.99	9,632.77	2,254.48	1,502.98	20,426.93	3,040.13	4,713.91	34,602.81	127,173.00
Total Underwriter's Discount (0.461%)	34,444.26	6,505.88	1,522.65	1,015.10	13,796.16	2,053.27	3,183.73	23,370.42	85,891.47
<b>Total Uses</b>	<b>\$8,060,240.10</b>	<b>\$1,629,359.20</b>	<b>\$356,422.25</b>	<b>\$252,923.25</b>	<b>\$3,225,562.80</b>	<b>\$510,052.90</b>	<b>\$791,228.80</b>	<b>\$5,462,405.35</b>	<b>\$20,288,194.65</b>

**\$18,615,000**

City of Kingsport, Tennessee  
General Obligation Improvement Bonds, Series 2019

### Detail Costs Of Issuance

Dated 11/15/2019 | Delivered 11/15/2019

#### COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$49,500.00
Bond Counsel	\$37,500.00
S&P	\$17,550.00
Moody's	\$19,800.00
POS/OS Publication; Printing etc	\$1,500.00
Registration and Paying Agent	\$650.00
CUSIPs; other	\$673.00
<b>TOTAL</b>	<b>\$127,173.00</b>

**\$18,615,000**

City of Kingsport, Tennessee  
General Obligation Improvement Bonds, Series 2019

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2020	-	-	203,704.04	203,704.04
06/30/2021	390,000.00	5.000%	691,825.00	1,081,825.00
06/30/2022	800,000.00	5.000%	672,325.00	1,472,325.00
06/30/2023	840,000.00	5.000%	632,325.00	1,472,325.00
06/30/2024	880,000.00	5.000%	590,325.00	1,470,325.00
06/30/2025	925,000.00	5.000%	546,325.00	1,471,325.00
06/30/2026	970,000.00	5.000%	500,075.00	1,470,075.00
06/30/2027	1,020,000.00	5.000%	451,575.00	1,471,575.00
06/30/2028	1,070,000.00	5.000%	400,575.00	1,470,575.00
06/30/2029	1,115,000.00	3.000%	347,075.00	1,462,075.00
06/30/2030	1,150,000.00	3.000%	313,625.00	1,463,625.00
06/30/2031	830,000.00	3.000%	279,125.00	1,109,125.00
06/30/2032	855,000.00	3.000%	254,225.00	1,109,225.00
06/30/2033	880,000.00	3.000%	228,575.00	1,108,575.00
06/30/2034	905,000.00	2.500%	202,175.00	1,107,175.00
06/30/2035	930,000.00	3.000%	179,550.00	1,109,550.00
06/30/2036	955,000.00	3.000%	151,650.00	1,106,650.00
06/30/2037	985,000.00	3.000%	123,000.00	1,108,000.00
06/30/2038	1,010,000.00	3.000%	93,450.00	1,103,450.00
06/30/2039	1,040,000.00	3.000%	63,150.00	1,103,150.00
06/30/2040	1,065,000.00	3.000%	31,950.00	1,096,950.00
<b>Total</b>	<b>\$18,615,000.00</b>		<b>\$6,956,604.04</b>	<b>\$25,571,604.04</b>

#### Yield Statistics

Bond Year Dollars	\$209,906.08
Average Life	11.276 Years
Average Coupon	3.3141508%

Net Interest Cost (NIC)	2.5579539%
True Interest Cost (TIC)	2.4508819%
Bond Yield for Arbitrage Purposes	2.0845818%
All Inclusive Cost (AIC)	2.5198388%

IRS Form 8038	
Net Interest Cost	2.3669881%
Weighted Average Maturity	11.002 Years

Kingsport Series 2019 New | Issue Summary | 11/4/2019 | 12:01 PM

**Raymond James**

Page 3

**\$18,615,000**

City of Kingsport, Tennessee

General Obligation Improvement Bonds, Series 2019

**Debt Service Schedule**

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I
11/15/2019	-	-	-	-
03/01/2020	-	-	203,704.04	203,704.04
09/01/2020	-	-	345,912.50	345,912.50
03/01/2021	390,000.00	5.000%	345,912.50	735,912.50
09/01/2021	-	-	<b>336,162.50</b>	<b>336,162.50</b>
03/01/2022	800,000.00	5.000%	336,162.50	<b>1,136,162.50</b>
09/01/2022	-	-	316,162.50	316,162.50
03/01/2023	840,000.00	5.000%	316,162.50	1,156,162.50
09/01/2023	-	-	295,162.50	295,162.50
03/01/2024	880,000.00	5.000%	295,162.50	1,175,162.50
09/01/2024	-	-	273,162.50	273,162.50
03/01/2025	925,000.00	5.000%	273,162.50	1,198,162.50
09/01/2025	-	-	250,037.50	250,037.50
03/01/2026	970,000.00	5.000%	250,037.50	1,220,037.50
09/01/2026	-	-	<b>225,787.50</b>	<b>225,787.50</b>
03/01/2027	1,020,000.00	5.000%	225,787.50	1,245,787.50
09/01/2027	-	-	200,287.50	200,287.50
03/01/2028	1,070,000.00	5.000%	200,287.50	1,270,287.50
09/01/2028	-	-	173,537.50	173,537.50
03/01/2029	1,115,000.00	3.000%	173,537.50	1,288,537.50
09/01/2029	-	-	156,812.50	156,812.50
03/01/2030	1,150,000.00	3.000%	156,812.50	1,306,812.50
09/01/2030	-	-	139,562.50	139,562.50
03/01/2031	830,000.00	3.000%	139,562.50	969,562.50
09/01/2031	-	-	127,112.50	127,112.50
03/01/2032	855,000.00	3.000%	127,112.50	982,112.50
09/01/2032	-	-	114,287.50	114,287.50
03/01/2033	880,000.00	3.000%	114,287.50	994,287.50

**\$18,615,000**

City of Kingsport, Tennessee  
General Obligation Improvement Bonds, Series 2019

**Debt Service Schedule**

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I
09/01/2033	-	-	101,087.50	101,087.50
03/01/2034	905,000.00	2.500%	101,087.50	1,006,087.50
09/01/2034	-	-	89,775.00	89,775.00
03/01/2035	930,000.00	3.000%	89,775.00	1,019,775.00
09/01/2035	-	-	75,825.00	75,825.00
03/01/2036	955,000.00	3.000%	75,825.00	1,030,825.00
09/01/2036	-	-	61,500.00	61,500.00
03/01/2037	985,000.00	3.000%	61,500.00	1,046,500.00
09/01/2037	-	-	46,725.00	46,725.00
03/01/2038	1,010,000.00	3.000%	46,725.00	1,056,725.00
09/01/2038	-	-	31,575.00	31,575.00
03/01/2039	1,040,000.00	3.000%	31,575.00	1,071,575.00
09/01/2039	-	-	15,975.00	15,975.00
03/01/2040	1,065,000.00	3.000%	15,975.00	1,080,975.00
<b>Total</b>	<b>\$18,615,000.00</b>	<b>-</b>	<b>\$6,956,604.04</b>	<b>\$25,571,604.04</b>

**\$18,615,000**

City of Kingsport, Tennessee

General Obligation Improvement Bonds, Series 2019

## Debt Service Schedule

Part 3 of 3

### Yield Statistics

Bond Year Dollars	\$209,906.08
Average Life	11.276 Years
Average Coupon	3.3141508%
Net Interest Cost (NIC)	2.5579539%
True Interest Cost (TIC)	2.4508819%
Bond Yield for Arbitrage Purposes	2.0845818%
All Inclusive Cost (AIC)	2.5198388%

### IRS Form 8038

Net Interest Cost	2.3669881%
Weighted Average Maturity	11.002 Years



**WATER / WASTEWATER FACILITIES**  
**City of Kingsport, Tennessee**

## Memo

To: Brent Morelock, Purchasing Manager  
 Ryan McReynolds P.E., Assistant City Manager of Operations

From: Niki Ensor, W/WW Facilities Manager

Date: November 11, 2019

Re: Approval for Emergency Purchase of WTP High Service Pumps

This memo is to request approval for the emergency purchase of two Goulds vertical turbine high service pumps for the water treatment plant in the amount of \$177,910.

Three high service pumps provide drinking water to Kingsport's water service area. Two are required to meet demand the other is a spare. We are experiencing mechanical issues with two of the pumps at the WTP high service pump station. Pump #3 was taken off line 10/4/19 due to severe knocking noise and is considered unreliable. Pump #1 has developed vibration issues at lower speeds and will need to be taken out of service to determine the extent of the repair.

We received pricing for a Goulds and Fairbanks Morse pump. The Goulds pump was quoted at \$88,955. It is less expensive, has shorter lead time and will provide standardization for ease of maintenance. The Flowserve pump was quoted at \$89,717 and has lead time of 20 weeks plus transit.

It is imperative that we move forward as quickly as possible on the procurement of these pumps. Lead time on these pumps is 18 weeks. If one of the two existing pumps were to fail we would not be able to meet system demand. This could potentially jeopardize public health and safety and the local economy.

In accordance with City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city is provided.

Approval

  
 Ryan McReynolds, P.E., Deputy City Manager

11-13-19  
 Date

  
 Chris McCartt, City Manager

11-13-19  
 Date



**PUBLIC WORKS DEPARTMENT**  
**City of Kingsport, Tennessee**

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**Memo**

**To:** Board of Mayor and Alderman  
**From:** Ryan McReynolds, P.E., Deputy City Manager *RM*  
**Date:** November 12, 2019  
**Re:** Full Circumstantial Report - Emergency Purchase of Two High Service Pumps

In accordance with the City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city is provided. This memo and the attached documentation fulfills the requirements for an emergency purchase and shall be filed in the minutes of the Board and Mayor and Alderman meeting of November 19, 2019.

Three high service pumps provide drinking water to Kingsport's water service area. Two are required to meet demand the third serves as a spare. We are experiencing mechanical issues with two of the pumps at the WTP high service pump station. Pump #3 was taken off line 10/4/19 due to severe knocking noise and is considered unreliable. Pump #1 has developed vibration issues at lower speeds and will need to be taken out of service to determine the extent of the repair.

Due to the critical nature of these assets and long delivery time, it is imperative that we move forward as quickly as possible on the procurement of these pumps. Please see the attached support documentation for the approval to proceed with an emergency purchase of two Goulds pumps for the water treatment plant.

HS Pump.

  
**BLUE RIDGE TECHNICAL**  
 130 Ray Simerly Road  
 Hampton, TN 37658  
 PH: 423-725-4142  
 FX: 423-725-3760

# Quotation

Date: 9/6/2019  
 Quote #: 6924

**Customer**

City of Kingsport - Water  
 Accounts Payable Department  
 225 West Center Street  
 Kingsport, TN 37660

Requisition Nbr.: Steve Daugherty

Terms: Net 30

Rep:

Estimated Delivery:

18 WEEKS ARO

F.O.B. Origin; (Freight Prepaid & Add)

We are pleased to quote the following:

Qty	Unit	Item	Description	Unit Cost	Total
1	ea.	VIT-FFFM-16...	P/N: VIT-FFFM-16X20 GOULDS VERTICAL TURBINE PUMP ASSEMBLY 16 X 20 GHC - 5 STAGE, STANDARD CONSTRUCTION WITH COLUMN AND DISCHARGE HEAD BUT LESS VHS MOTOR. <SHIPPED UNASSEMBLED>  NOTE: THIS QUOTE IS BASED ON THE LIMITED RECORD DATA PROVIDED. BUYER IS RESPONSIBLE FOR DETERMINING WHETHER THIS OFFERING MEETS THEIR REQUIREMENTS. PRODUCT CANNOT BE CANCELLED OR RETURNED AFTER ORDERING. FREIGHT NOT INCLUDED.	88,955.00	88,955.00

Thank you for this opportunity to be of service. Should you have any questions, please call. This quote is valid for 10 days. After 10 days, it may be subject to manufacturer increases. The total cost of this quote does not include associated sales tax, shipping and/or handling charges. Terms are net 30 days unless stated otherwise. Payment may be made by Check or Credit Card (Visa or Master Card). A restocking fee will apply to all returned or cancelled orders.

**Subtotal** **\$88,955.00**

*Sincerely,*



# SUBMITTAL

Quote ID: 3302-190816-021:0:2 QTY: 1  
VIT-FFFM 20GHC, 5 Stages

## PERFORMANCE ON DESIGN CURVE AT 1180 RPM

	Shut Off	Design [2]	Run Out [5]		
<b>Flow (USGPM)</b>	0.0	7800.0	0.0	<b>Best Efficiency</b>	88.70 % at 6992.0 USgpm
<b>TDH-Bowl (ft)</b>	486.0	254.0	0.0	<b>Design Flow % BEP</b>	111.56 %
<b>TDH-Disch Flange (ft)</b>	478.9	243.5	0.0	<b>Pump Efficiency</b>	85.16 %
<b>Bowl Efficiency (%)</b>	-	86.50	-	<b>Overall Efficiency</b>	0.00 %
<b>Guaranteed Bowl Efficiency (%)</b>	-	82.18	-	<b>NOL Power</b>	582.0 Hp at 7182.0 USgpm
<b>Power (Hp)</b>	-	578.0	-	<b>Guaranteed NOL Power</b>	628.6 Hp at 7182.0 USgpm
<b>Guaranteed Power (Hp)</b>	-	624.2	-	<b>Max Power (NOL) at Max Trim</b>	679.0 Hp at 6840.0 USgpm
<b>NPSHr (ft) [1]</b>	-	26.1	-	<b>Guaranteed Max Power (NOL) at Max Trim</b>	733.3 Hp at 6840.0 USgpm
<b>NPSH Margin (ft) [1]</b>	-	18.5	-	<b>Specified NPSH Ratio</b>	1.1
<b>Hydraulic Thrust(lb)</b>	20023.2	10464.8	0.0	<b>Thrust Load Power Loss</b>	0.99972 Hp
<b>Thrust (lb)</b>	20691.5	11132.1	0.0	<b>Total Flow Derate Factor</b>	1.00
<b>Pressure-Bowl (psi)</b>	210.4	110.0	0.0	<b>Total Head Derate Factor</b>	1.00
<b>Pressure-Disch Flange (psi)</b>	207.3	105.4	0.0	<b>Total Efficiency Derate Factor</b>	1.00
<b>Min Submergence (Inch) [3]</b>	-	66.37	-	<b>Actual Submergence</b>	153.00 in
<b>Friction Loss (ft) [4]</b>	-	3.46	0.00	<b>Shaft Friction Power Loss</b>	0.14 Hp
<b>Lineshaft Elongation (Inch)</b>	0.01330	0.00695	-	<b>Min Flow (MCSF)</b>	1748.0 USgpm
<b>Column Elongation (Inch)</b>	0.00082	0.00000	-	<b>kWh per 1000 gal</b>	0.00000
<b>Lateral (Inch)</b>	0.14247	0.13695	-	<b>Impeller Running Clearance</b>	0.13 in

[1] at 1st impeller eye [2] rated values [3] from bottom of pump [4] from bowl to disch flange [5] based on user entered TDH

## OPERATING CONDITIONS

<b>Specified Flow</b>	7800.00 USgpm
<b>Specified TDH</b>	250.00 ft
<b>Rated Speed</b>	1180 RPM
<b>Atmospheric Pressure</b>	14.70 psi
<b>TPL</b>	17.75 ft
<b>Pumping Level</b>	5.00 ft
<b>NPSHa at 1st Impeller</b>	44.6 ft
<b>NPSHa at Grade</b>	33.9 ft

## FLUID CHARACTERISTICS

<b>Fluid</b>	Water
<b>Fluid Temperature</b>	68.0 °F
<b>Specific Gravity</b>	1.0000
<b>Viscosity</b>	1.0017 cP
<b>Vapor Pressure</b>	0.3393 psi
<b>Density</b>	62 lbs/ft <sup>3</sup>

## MATERIALS & DIMENSIONS

### Bowl Data

<b>Bowl Material</b>	Epoxied Cast Iron
<b>Bowl Material Derate Factor</b>	1.00
<b>Impeller Material</b>	Bronze
<b>Impeller Matl Derate Factor</b>	1.00
<b>Bowl Shaft Material</b>	416SS
<b>Impeller Attachment</b>	Keyed
<b>Key Material</b>	416SS
<b>Discharge Bowl Material</b>	Not Included
<b>Suction Type</b>	Bell
<b>Suction Material</b>	Cast Iron
<b>Bowl Bolting Material</b>	Carbon Steel
<b>Sand Collar</b>	304SS
<b>Pipe Plug</b>	Iron
<b>Suction Bearing</b>	Bronze
<b>Discharge Bowl Bearing</b>	Not Included
<b>Intermediate Bowl Bearing</b>	Bronze
<b>Strainer Type</b>	Not Included

### Bowl Data

<b>Tube Adapter Bearing Material</b>	Not Included
<b>Impeller Trim</b>	12.56 in
<b>Max Impeller Trim</b>	13.75 in
<b>Thrust K-Factor</b>	41.20 Lb/Ft
<b>Bowl Pressure Limit</b>	270 psi
<b>Available Lateral</b>	1.13 in
<b>Bowl Assembly Length (BL)</b>	123.13 in
<b>Disch Bowl Length OLS (O1)</b>	3.13 in
<b>Disch Bowl Length ELS (L2)</b>	15.00 in
<b>Bowl Shaft Diameter</b>	2 7/16" [61.9 mm]
<b>Impeller Balance</b>	Dynamic Two Plane Balance
<b>Impeller Design</b>	Enclosed
<b>Bowl Wear Ring</b>	Not Included
<b>Impeller Wear Ring</b>	Not Included
<b>Suction Pipe Diameter</b>	No Suction Pipe
<b>Bowl Diameter (D)</b>	20.75 in

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# SUBMITTAL

Quote ID: 3302-190816-021:0:2 QTY: 1  
VIT-FFFM 20GHC, 5 Stages

<b>Bowl Data</b>	
<b>Bowl Length (L3)</b>	21.50 in
<b>Bowl Flange Diameter (A)</b>	6.44 in
<b>Bowl Flange Thickness (E)</b>	20.75 in
<b>Floor Clearance (X)</b>	12.75 in
<b>Min Column Diameter</b>	16 in

<b>Bowl Data</b>	
<b>Max Column Diameter</b>	18 in
<b>Max Bowl Shaft Diameter</b>	2.94 in
<b>Bowl Shaft Length</b>	128.25 in
<b>Bowl Shaft Power Limit</b>	622.53 Hp

**Bowl Specials**

<b>Column Data</b>	
<b>Column Type</b>	Flanged
<b>Column Diameter</b>	16" [406mm]
<b>Lineshaft Diameter</b>	2 7/16 in [61.9 mm]
<b>Column Bolting</b>	Carbon Steel
<b>Column Pipe Material</b>	Carbon Steel
<b>Lineshaft Material</b>	416SS
<b>Lineshaft Bearing Material</b>	Bronze
<b>Lineshaft Coupling Type</b>	Threaded
<b>Lineshaft Coupling Material</b>	416SS
<b>Column Loss</b>	0.40 ft
<b>Column Flange</b>	Carbon steel
<b>Lineshaft Sleeve</b>	Not Included
<b>Column Bearing Retainer</b>	Not Applicable
<b>Column Bearing Options</b>	Not Included
<b>Column Retainer Design</b>	Integral

<b>Column Data</b>	
<b>Maximum Bearing Spacing</b>	5 ft (1.5 m) Spacing
<b>Max Column Section Length</b>	60 in
<b>Number of Bearings</b>	1
<b>Fabrication Welding Option</b>	Not Included
<b>Column Length (COL)</b>	89.87 in
<b>Column Wall Thickness</b>	0.37 in
<b>Column Load</b>	2946.4 lb
<b>Lubrication Method</b>	Water (Open Lineshaft)
<b>Lineshaft Length</b>	89.87 in
<b>Head Sleeve</b>	Not Included
<b>Lineshaft Power Limit</b>	827 Hp

**Column Specials**

<b>Head Data</b>	
<b>Head Type</b>	Type FF (Fabricated F-Head)
<b>Discharge Flange Rating</b>	150 #
<b>Disch Flange Pressure Limit</b>	285 psi
<b>Head Design</b>	Two Piece Head
<b>Discharge Head Material</b>	Carbon steel
<b>Headshaft Material</b>	416SS
<b>Headshaft Coupling Type</b>	Threaded
<b>Headshaft Coupling Material</b>	416SS
<b>Headshaft Diameter (BX)</b>	2.44 in
<b>Discharge Head Size</b>	16" [406mm]
<b>Discharge Head BD</b>	24.5" [622mm]
<b>Sealing Method</b>	Packing
<b>Packing Material</b>	Acrylic yam and graphite
<b>Stuffing Box Material</b>	Cast iron
<b>Tension Plate</b>	Not Included
<b>Seal Provided By</b>	Customer

<b>Head Data</b>	
<b>Seal Mounted By</b>	Customer
<b>Stuffing Box / Seal Hsg Bolt</b>	316SS
<b>Stuffing Box / Seal Hsg Brg</b>	Bronze
<b>Steel Sub Base</b>	Carbon Steel
<b>Head Loss</b>	3.06 ft
<b>150# Disch Companion Flg</b>	Not Included
<b>300 # Suct Convenience Flg</b>	No suction flange
<b>Column Hanger Flange</b>	Not Included
<b>Head Sleeve</b>	Not Included
<b>Head Bolting</b>	Carbon steel
<b>Split Gland</b>	316SS
<b>Motor Stand</b>	Not included
<b>Air Vacuum Valves</b>	Not Included
<b>Fabrication Welding Option</b>	Not Included

**Head Specials**

<b>Motor Data</b>	
<b>Driver Type</b>	Vertical Hollow Shaft Motor
<b>Motor Manufacturer</b>	
<b>Motor Speed</b>	1180 RPM
<b>Phase / Frequency</b>	
<b>Enclosure</b>	

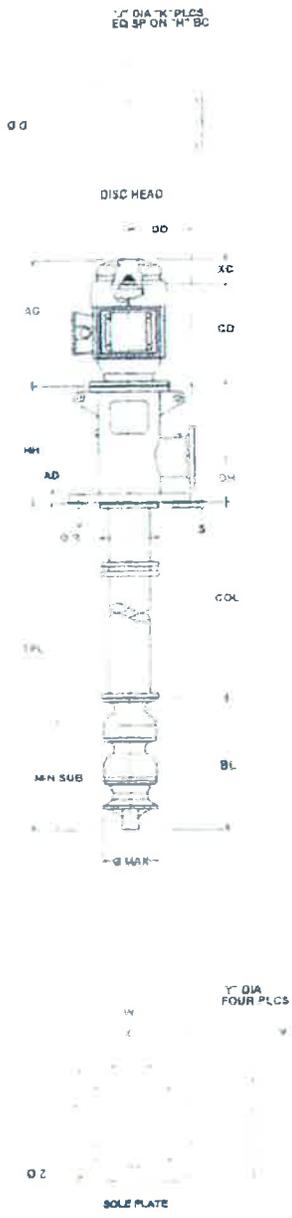
<b>Motor Data</b>	
<b>Motor Frame</b>	
<b>Inverter Duty</b>	
<b>Steady Bushing</b>	
<b>Motor Coupling</b>	

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# OUTLINE DRAWING

Quote ID: 3302-190816-021:0:2 QTY: 1  
VIT-FFFM 20GHC, 5 Stages



DIMENSIONS	
G [Mounting Flange Dia]	43.75 in
J [Mounting Flange Hole Dia]	1.63 in
K [Mounting Hole Places]	4
H [Mounting Flange Bolt Circle]	40.50 in
BD Head [Discharge Head Base Dia]	24.50 in
HH [Head Height]	48.00 in
AD [Mounting Flange Thickness]	1.88 in
DD [Disch Flange Stickout]	24.00 in
**DH [Disch Flange Height]**	24.75 in
S [Hanger Flange Stickdown Length]	1.38 in
R [Hanger Flange OD]	21.50 in
Column Length (COL)	89.87 in
COL [Column Diameter]	16.00 in
TPL [Total Pump Length]	213.00 in
MIN SUB [Minimum Submergence]	66.37 in
MAX [Max Assembly OD]	23.21 in
BL [Bowl Assembly Length]	123.13 in
V [Sub Base Thickness]	1.38 in
W [Sub Base Overall Size]	43.75 in
X [Center Line of Holes]	40.50 in
Y [Mounting Holes Base Plate Dia]	1.38 in
Z [Base Plate Opening or Can ID]	36.00 in
Discharge Flange	16"-150#

PUMP DATA	
Column Diameter	16" [406mm]
Lineshaft Diameter	2 7/16 in [61.9 mm]
Specified Flow	7800.00 USgpm
Specified TDH	250.00 ft
Pumping Level	5.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1180 RPM
Phase / Frequency	

WEIGHTS	
Total Bowl Weight	2790 lbs
Unit Bowl Weight	714 lbs / 519 lbs
Total Column Weight	866 lbs
Unit Column Weight	111 lbs
Head Weight	1402 lbs
Motor Weight	**Refer to Factory**
Total Weight	**Refer to Factory**
Total Rotating Weight	666 lbs

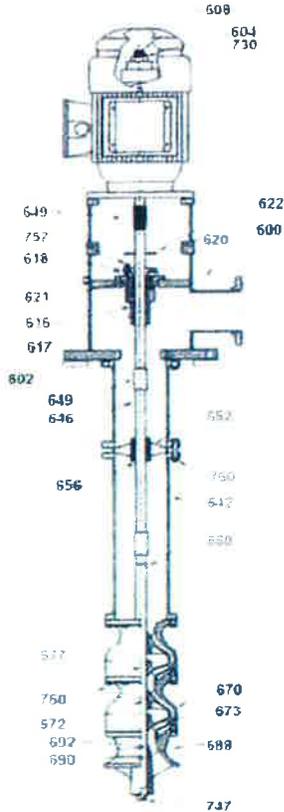
NOTES	
1	Total Pump Length ± 1.0 inch.
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	1/2" NPT - Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.

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7 Refer to product IOM for impeller setting requirements.

8 This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate

safety margin. The design has assumed the foundation to be rigid.



**BILL OF MATERIALS**

ITEM	PART NAME	CODE	MATERIAL	ASTM#
<b>Head Assembly</b>				
608	Headshaft	2227	SST 416	A582 S41600
600	Head-Discharge	9645	Carbon Steel Fab	A53
602	Sub Base	3201	Carbon Steel Gr D	A36M
604	Nut - Adjusting	2242	Carbon Steel 1018	A108
605	Motor Stand	NA	NA	NA
617	Bearing-Housing	1618	Bronze Bismuth	B584 Modified
618	Gland-Split	1203	SST 316	A744M
620	Packing	5026	Graphite Packing	ML402-99
621	O-Ring	5302	Nitrile Buna N	D4322
622	Slinger	5121	Rubber Epdm	D3588
625	Tension Plate	N/A	Not Included	N/A
637	Hanger Flange	N/A	Not Included	N/A
648	Headshaft Sleeve	N/A	N/A	N/A
608	Headshaft Coupling	2265	SST 416	A582M
730	Key-Motor Gib	2242	Carbon Steel 1018	A108
757	Screw-Gland Adj	2229	SST 316	A276
760	Head Bolting	2298	Steel Bolting Gr 8	J429
<b>Column Assembly</b>				
637	Column Flange	9645	Carbon Steel Fab	A53
642	Column Pipe	6501	Black Pipe Sch 40	A 53
646	Lineshaft	2227	SST 416	A582 S41600
649	Lineshaft-Coupling	2265	SST 416	A582M
652	Retainer-Bearing	N/A	Not Applicable	N/A
656	Lineshaft Bearing	1618	Bronze Bismuth	B584 Modified
<b>Bowl Assembly</b>				
660	Shaft - Bowl	2227	SST 416	A582 S41600
661	Discharge Bowl	NA	Not Included	Not Included
664	Bearing - Discharge Bowl	N/A	Not Included	N/A
668	Bearing Tube Adapt	N/A	Not Included	N/A
670	Bowl - Intermediate	5853	Cast Iron CI30 Epoxy	A48
672	Bearing - Intermediate Bowl	1618	Bronze Bismuth	B584 Modified
673	Impeller	1398	Silicon Bronze C67610	B584
674	Key-Impeller	2217	SST 416	A582M
680	Wear Ring-Bowl	N/A	Not Included	N/A
681	Wear Ring - Impeller	NA	Not Included	NA
688	Suction	1003	Cast Iron CI30	A48 CLASS 30B
690	Bearing - Suction	1109	Bronze C90300 "G" Mod	B584
692	Sandcooler	1205	SST 304	A744M
747	Pipe Plug	1048	Malleable Iron	A197
760	Capscrew-Hex	2298	Steel Bolting Gr 8	J429

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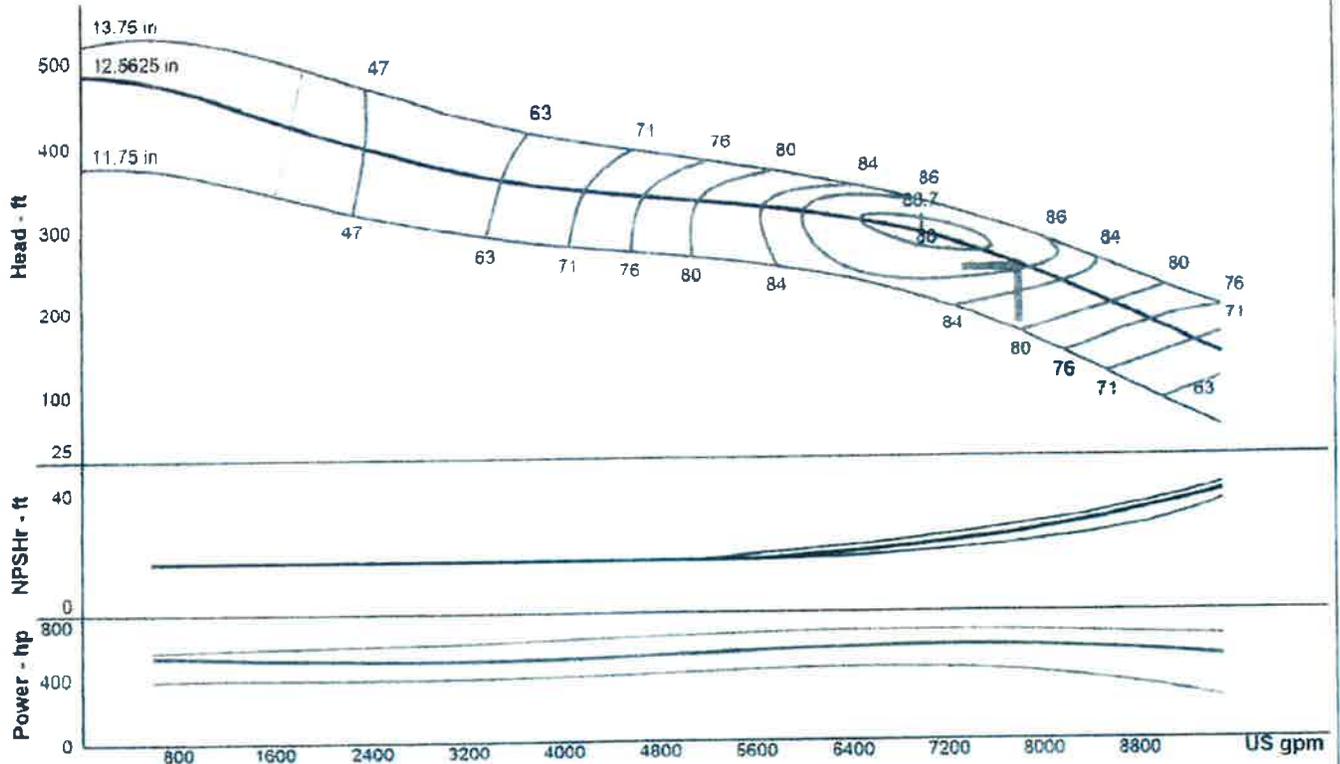
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Curve 3 hydraulic data presented is nominal performance based on ANSI/HI 9.8 acceptance grade 1B. Design values are guaranteed within the following tolerances: Flow ± 5%, Head ± 1%, and optional extra Power ± 3% efficiency ± 3% at manufacturer's discretion.

CURVE DATA

Specified Flow	7800.00 USgpm	Design Pressure (Bowl)	110.0 psi	Max Power (NOL) Flow	7182.0 USgpm
Specified TDH	250.00 ft	Design Pressure (Disch Flange)	105.4 psi	Max Power (NOL) at Max Trim	679.0 Hp
Rated Speed	1180 RPM	Shut Off TDH (Bowl)	488.0 ft	Guaranteed Max Power (NOL) at Max Trim	733.3 Hp
Atmospheric Pressure	14.70 psi	Shut Off TDH (Disch Flange)	478.9 ft	Max Power (NOL) Flow at Max Trim	6840.0 USgpm
Pumpng Level	5.00 ft	Shut Off Pressure (Bowl)	210.4 psi	Recommended Power	700.00 Hp
NPSHa at Grade	33.9 ft	Shut Off Pressure (Disch Flange)	207.3 psi	Allow Service Factor	No
NPSHa at 1st Impeller	44.6 ft	Bowl Efficiency at Design	86.50 %	kWh per 1000 gal	0.00000
Fluid	Water	Guaranteed Bowl Efficiency	82.18 %	NPSHr at Design	28.1 ft
Fluid Temperature	68.0 °F	Best Efficiency	88.70 %	NPSH Margin at Design	18.5 ft
Specific Gravity	1.0000	BEP Flow	6992.0 USgpm	Min Submergence at Design	66.37 in
Viscosity	1.0017 cP	Design Flow % BEP	111.56 %	Actual Submergence	153.00 in
Vapor Pressure	0.3393 psi	Pump Efficiency	85.16 %	Thrust at Design	11132.1 lb
Density	82 lbs/ft³	Friction Loss at Design	3.46 ft	Thrust at Shut Off	20691.5 lb
Design Flow	7800.0 USgpm	Power at Design	578.0 Hp	Bowl Material	Epoxied Cast Iron
Min Flow (MCSF)	1748.0 USgpm	Guaranteed Power	624.2 Hp	Bowl Material Derate Factor	1.00
Design TDH (Bowl)	254.0 ft	NOL Power	582.0 Hp		
Design TDH (Disch Flange)	243.5 ft	Guaranteed NOL Power	628.6 Hp		

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**No.** 1629

**PAGE** 1

**CUSTOMER** KINGSPORT, TN CITY OF  
 KINGSPORT, TN  
 ATTN: Steve Daugherty

DATE 9/9/2019	SPEC NO	PROJECT NAME KINGSPORT TN WTP
REQUISITION NO	TERMS <b>NET 30 DAYS</b>	FOR DELIVERY INSTRUCTIONS CONTACT:
DELIVERY TIME 20 weeks	FOB Freight Allowed	SHIP VIA Best Way

COMMENTS  
 Direct Replacement of Fairbanks Morse SN K3X2-061404 New pump would be NSF 61 certification compliant

ITEM NO.	QUANTITY	DESCRIPTION	U/M	UNIT PRICE	TOTAL PRICE
1	1	<p>Fairbanks Nijhuis is pleased to offer for your consideration the following product:</p> <p><b>Pumping Conditions:</b> 8330 GPM @ 225' TDH @ 1185 RPM</p> <p><b>Quantity:</b> 1 Fairbanks Nijhuis NSF 61 Certified 27MX - 2 stage vertical turbine pump assembly. Materials and coating have been modified for NSF 61 potable water.</p> <p><b>Bowls:</b></p> <ul style="list-style-type: none"> <li>• Standard cast iron / bismuth bronze fitted materials of construction</li> <li>• Suction bell, no strainer</li> <li>• Dynamically balanced impellers, no balance report</li> <li>• Keyed impellers</li> <li>• 410-484 BHN SS bowl wear rings</li> <li>• 316SS Impellers with 316 SS impeller wear rings</li> <li>• 416 SS bowl shaft and threaded coupling</li> <li>• C89835 Bismuth bronze bearings</li> <li>• Open line shaft connection - 2-7/16" shaft</li> <li>• 316 SS bowl fasteners</li> <li>• 20" flanged diffuser cone</li> <li>• Tnemec N140 epoxy coating, interior and exterior, 2 coats, 1255 Beige</li> </ul> <p><b>Column:</b></p> <ul style="list-style-type: none"> <li>• 20" diameter flanged bottom pipe assembly</li> <li>• Water lubricated, open line shaft - 2-7/16" diameter shaft</li> <li>• Carbon steel lineshaft and threaded coupling with 304 SS sleeves</li> </ul>	EA	\$89,717.00	\$89,717.00

Note: Payment terms are NET 30 days with approved credit. VISA and MasterCard are also accepted payment methods; all credit card orders are subject to a 3% processing fee



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No. 1629

PAGE 2

**CUSTOMER** KINGSPORT, TN CITY OF

KINGSPORT, TN  
 ATTN: Steve Daugherty

DATE 9/9/2019		SPEC NO	PROJECT NAME KINGSPORT TN WTP
REQUISITION NO		TERMS <b>NET 30 DAYS</b>	FOR DELIVERY INSTRUCTIONS CONTACT
Est. Lead Time 20 weeks	FOB Freight Allowed	SHIP VIA Best Way	
COMMENTS Direct Replacement of Fairbanks Morse SN K3X2-061404 New pump would be NSF 61 certification compliant.			

ITEM NO.	QUANTITY	DESCRIPTION	U/M	UNIT PRICE	TOTAL PRICE
		<ul style="list-style-type: none"> <li>Rubber lineshaft bearing</li> <li>316 SS column fasteners</li> <li>Tnemec N140 epoxy coating, interior and exterior, 2 coats, 1255 Beige</li> </ul> <p>Head:</p> <ul style="list-style-type: none"> <li>Model LS fabricated steel, above base discharge head</li> <li>20" – 150# ANSI class discharge flange</li> <li>24-1/2" BD motor pedestal</li> <li>Head to match original CL up &amp; out and base dimensions</li> <li>Fabricated steel sole plate</li> <li>Carbon steel threaded sleeve type motor coupling and drive shaft</li> <li>304 SS stuffing box shaft sleeve</li> <li>175 psi stuffing box</li> <li>316 SS glands</li> <li>Full data nameplate</li> <li>316 SS fasteners</li> <li>Tnemec N140 epoxy coating, interior of discharge head, 2 coats, 1255 Beige</li> <li>Head and soleplate exterior coating: Tnemec N140, 1 coat, 1211 Red</li> </ul> <p>Assembly:</p> <ul style="list-style-type: none"> <li>Ship pump assembled</li> </ul> <p>Submittals, &amp; O&amp;M's:</p> <ul style="list-style-type: none"> <li>Standard submittal by email in pdf</li> <li>Standard O&amp;M manual, by email in pdf</li> </ul>			

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No. 1629

PAGE 3

**CUSTOMER** KINGSPORT, TN CITY OF  
 KINGSPORT, TN  
 ATTN: Steve Daugherty

DATE 9/9/2019		SPEC. NO.		PROJECT NAME KINGSPORT TN WTP	
REQUISITION NO.			TERMS <b>NET 30 DAYS</b>		FOR DELIVERY INSTRUCTIONS CONTACT:
Est. Lead Time 20 weeks	FOB Freight Allowed	SHIP VIA Best Way			
COMMENTS Direct Replacement of Fairbanks Morse SN K3X2-061404. New pump would be NSF 61 certification compliant.					
ITEM NO.	QUANTITY	DESCRIPTION	U/M	UNIT PRICE	TOTAL PRICE
		Warranty: • Fairbanks Nijhuis standard warranty terms apply. Duration to be 12 months operation, not to exceed 18 months from date of shipment.  Testing: • None  Motor: • None – use existing			
<b>TOTAL THIS ORDER</b>					<b>\$89,717.00</b>

ACKNOWLEDGEMENT ATTACHED - SIGN & RETURN

AUTHORIZED SIGNATURE

  
 Chris Jones

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