



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, February 17, 2020, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd 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
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager

1. Call to Order
2. Roll Call
3. Launch TN Update – Heath Guinn
4. Parks & Recreation Master Plan – Kitty Frazier
5. Review of Items on February 18, 2020 Business Meeting Agenda
6. Adjourn

Next Work Session March 2: Bay's Mtn. Park Strategic Plan Update

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

February 18, 2020

Project Status in Pictures

1 New City Hall - 6th Floor

Carpet and flooring has been installed. Completing the ceiling will be next.

2 New City Hall - BMA Room

Crews are spraying a fire retardant on the beams and columns.

3 New City Hall - 1st Floor

Plans are near finalization for the customer service center on the first floor.

4 New City Hall - 6th Floor

Carpet and flooring has been installed. Completing the ceiling will be next.

5 New City Hall

Crews are currently testing all water lines throughout the entire building.



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	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	Letter requesting a revised scope and contract are going to the MTPO 2/6/2020.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	TDOT provided Kingsport the Notice to proceed with the Right-of-Way phase on 1-29-2020.
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	Pre construction meeting held 1/10/20. NTP - 2/3/20
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	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	Expect to advertise for bid in February
\$3,750,000.00	Niki Ensor	Chemical Feed Design	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	12/2/19 - Project on hold to focus efforts on recent reliability issues at the WTP high service pump house.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig working in NEPA phase.
\$3,312,698.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	7/11/2020	Data cabling and fire alarm work continues.
\$2,888,300.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	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	Week of 1/13/20 - Integrator continues to install programs at the WWTP. Electrical sub started installing panels at remote sites.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Awaiting letter to set up LGIP account and deposit NEPA funds.
\$2,341,130.00	Kitty Frazier	Miracle Field Complex	Construction of ball field, playground, and amenities.	5/31/2020	Work continues on the stuctural and roofing.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	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.
\$2,041,600.00	Chris McCartt	Kingsport Aquatic Center Expansion	New outdoor pool and deck, new construction of administration addition. New shaded pavilion, new walk-in freezer and restroom buildout. Construction of new masonry screen wall.	4/10/2020	Exterior siding installation continues.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,157,898.78	Chad Austin	Border Regions - Sanitary Sewer - Area 2 and Mitchell Road	Sanitary Sewer Extension into annexed areas around Tri Cities Crossing	5/9/2020	Crews are installing sewer on Mitchell Rd
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	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	LGIP account set up so work can begin on NEPA Phase. Working to schedule meeting between City and Barge staff.
\$1,000,000.00	Michael Thompson	Area 11b Asphalt Paving	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	8/1/2020	City crews will be performing this work in Spring 2020.
\$997,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	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	Need to sign and return license agreement to TDOT.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)	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]	5/29/2020	C.O. Approved by TDOT - project to resume in April 2020
\$873,345.88	Chad Austin	2019 I & I Sewer Rehab/Replacement	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	Pre-con held. Notice to proceed date is 2/10/2020.
\$746,995.00	Chad Austin	Border Regions Areas 1 and 3: Sanitary Sewer (Fordtown Rd, Mitchell Rd, Bob Jobe Rd)	Extension of gravity sanitary sewer service to annexed areas in Border Regions Area.	3/7/2020	Crews installing sewer on Eastern Star Rd
\$699,000.00	Niki Ensor	Hillcrest & Allandale Water Storage Tank Rehabilitation	Will be a partial rehabilitation Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	Pre Bid was held 2/5/20. Bid Opening is 2/12/20.
\$661,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Plans are approved. City has license agreement in hand for signatures. Once submitted to TDOT this should finalize the right-of-way phase of this project.
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	5/29/2020	Due to temperature requirements from CSX on the paint application to the bridge this project start will be delayed until Spring 2020.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be relocated as part of the TDOT project.	7/30/2022	TDOT has moved the letting date to 2021.
\$400,000.00	Michael Thompson	2020 Contracted Paving - E Sullivan Street	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2020	Scope of sewer repairs is undecided at this time. Paving will bid once a path forward is determined.
\$376,352.00	Michael Thompson	Area 10-Phase 2 Contracted Concrete	Replacing concrete roadway panels along Hollywood Drive	6/30/2020	Preconstruction meeting on 2/18/2020.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$370,120.00		Commerce Street Bulb Outs	Construct sidewalk bulb outs at Commerce Street & New Street as well as Commerce Street & Market Street to facilitate safer pedestrian crossings. ADA compliant ramps along with storm water infrastructure improvements are also part of this project.	5/11/2020	Contractor has began installing curb at Market & Commerce intersection.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	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
\$247,595.00	Chad Austin	Border Regions Area 3 - Cox Hollow Rd. and Snapps Ferry Road - Low Pressure Sewer	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing. This particular project is for a low pressure sanitary sewer system (2" and 3" force main) along Cox Hollow Road and Snapps Ferry Road.	3/7/2020	Installation of force main is complete. Cleanup, seeding, strawing, paving, punchlist remain.
\$10,000.00	David Edwards	Lochwood Road Flooding Early Detection and Notification System	Automated flood water level monitoring and notification system for Lochwood Road. System will notify City employees of flood conditions.		Project complete

Status Updates on Active Projects sorted by Completion Date

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BMA Report, February 17, 2020



Kingsport Employee Wellness, George DeCroes

	01/01/2020 – 01/31/2020	02/01/2020 – 02/11/2020
Total Utilization	95.3%	97.1%
City – Active Employees	63.1%	62.7%
City – Dependents	30.8%	32.0%
City – Retirees	1.5%	0.3%
Extended-Patient Services/Other	0.0%	1.3%
Work Comp	0.9%	0.0%
No Show	3.7%	3.7%

Worker's Compensation, Terri Evans

For the month of January 2020, the city had nine recordable worker's compensation claims that involved lost time or restricted duty. Of the nine claims involved, one was lost time and eight were restricted duty.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, February 18, 2020, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd 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
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Ed Clevinger, Grace Christian Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

None

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – February 3, 2020
2. Business Meeting – February 4, 2020
3. Strategic Planning Work Session – February 7, 2020

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. Amend the FY 2020 the General Purpose School Fund Budget (AF-43-2020) (David Frye)
 - Ordinance – First Reading
2. Budget Adjustment Ordinance for Various Funds in FY20 (AF: 37-2020) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Reenact a Franchise Agreement with Atmos Energy (AF: 23-2020) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption
2. Amend Time of Impoundment of Vehicles by Police from After 24 Hours' Notice to 48 Hours (AF: 26-2020) (David Quillin)
 - Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Ratify the Mayor's Signature on Grant Application and Receive the Grant from the Tennessee State Complete Count Committee (AF: 35-2020) (Adrienne Batara)
 - Resolution
2. Approve an Amendment to Existing Agreement with Source Technologies. LLC for Odor and Corrosion Control at Sewer Lift Stations (AF: 39-2020) (Ryan McReynolds)
 - Resolution
3. Extending the Bid Award for Rental Uniforms Mats and Mops (AF: 36-2020) (Ryan McReynolds)
 - Resolution

4. Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Edinburgh South Phase 3 Development (AF: 32-2020) (Ryan McReynolds)
 - Resolution
5. Enter an Agreement with the Tennessee Main Street Program (AF: 42-2020) (Chris McCartt)
 - Resolution
6. Amend Professional Services Agreement with Hazen and Sawyer (AF: 38-2020) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, February 3, 2020, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
J Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull. Absent: Alderman Betsy Cooper and Alderman Darrell Duncan.

2. **ROLL CALL:** By Deputy City Recorder Marshall.

3. **MIRACLE FIELD UPDATE.** Jud Teague, Visit Kingsport Executive Director, presented this item and provided details on the progress of the construction of this project. He commented on the donations to date and the hope to develop a trustfund to cover ongoing maintenance. He stated the opening ceremonies are scheduled for May 30. Alderman Adler pointed out it isn't too late to make a donation to this project.

4. **REVIEW OF AGENDA ITEMS ON THE FEBRUARY 4, 2020 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt and members of staff gave a summary or presentation for each item on the proposed agenda. There were no items discussed at greater length or received specific questions or concerns.

VI.B.2 Amend Time of Impoundment of Vehicles by Police from After 24 Hours' Notice to 48 Hours (AF: 26-2020). City Manager McCartt explained this change was being made to mirror state law.

VI.D.4 Approve Easements and Rights-of-Way (AF: 30-2020). Deputy City Manager Ryan McReynolds provided details on this item and answered questions from the board.

City Manager McCartt commented on the Governor's State of the State address at the Millenium Center in Johnson City. Mayor Shull stated he spoke at the Kingsport Historical Society on the homeless issue and asked the board members to reach out to the community. Alderman George stated she would like to hear feedback back from the newly hired staff after they have had some time in their positions, possibly three to six months. Mr. McCartt stated they could be ready to present to the board in March or April.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, February 3, 2020.**

5. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:20 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, February 4, 2020, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Pat Shull, Presiding	
Vice Mayor Colette George	Alderman Darrell Duncan
Alderman Jennifer Adler	Alderman Tommy Olterman
Alderman Betsy Cooper	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:

II.B. INVOCATION: Alderman Jennifer Adler.

III. ROLL CALL: By City Recorder Cox. All Present.

IV.A. RECOGNITIONS AND PRESENTATIONS. None.

IV.B. APPOINTMENTS/REAPPOINTMENTS. None.

V. APPROVAL OF MINUTES.

Motion/Second: Cooper/Duncan, to approve minutes for the following meetings:

- A. January 21, 2020 Regular Work Session
- B. January 21, 2020 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, February 4, 2020**

1. Reenact a Franchise Agreement with Atmos Energy (AF: 23-2020) (Ryan McReynolds).

Motion/Second: Adler/Phillips, to pass:

AN ORDINANCE TO REENACT ORDINANCE NO. 4742, ATMOS ENERGY CORPORATION FRANCHISE AGREEMENT AND TO AMEND TO THE TERM FOR AN ADDITIONAL TWENTY (20) YEARS

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

2. Amend Time of Impoundment of Vehicles by Police from After 24 Hours’ Notice to 48 Hours (AF: 26-2020) (David Quillin).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE AMENDING SECTION 98-533 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, PERTAINING TO A LENGTH OF NOTICE FOR CERTAIN IMPOUNDMENTS OF VEHICLES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Reauthorize an Electronic Citation Fee Upon a Plea of Guilty or Nolo Contendere, or a Judgment of Guilty for Violation of Certain Traffic Ordinances of the City of Kingsport (AF: 17-2020) (David Quillin).

Motion/Second: Duncan/Cooper, to pass:

ORDINANCE NO. 6846, AN ORDINANCE AMENDING SECTION 30-29 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, REESTABLISHING THE FEE FOR CITY COURT AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 55-10-207 AS COURT COSTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend the FY20 General Purpose School Fund Budget (AF: 24-2020) (David Frye).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6847, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, 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, February 4, 2020**

3. Amend City Code Authorizing the City Manager or Designee to Execute All License Agreements with TDOT for Improvements or Maintenance of Licensed Premises (AF: 11-2020) (Ryan McReynolds)

Motion/Second: Adler/George, to pass:

ORDINANCE NO. 6848, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 2-606 RELATING TO THE EXECUTION OF CONTRACTS AND PURCHASE ORDERS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Bid Award for the Purchase of Various Water and Sewer Maintenance Items (AF: 34-2020) (Chris McCartt, Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

Resolution No. 2020-120, A RESOLUTION AWARDED THE BID FOR PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO CONSOLIDATED PIPE & SUPPLY, INC., FERGUSON ENTERPRISE, CORE & MAIN, INC., AND G&C SUPPLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

2. Contractual Agreement with Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 27-2020) (Chris Campbell)

Motion/Second: Cooper/Phillips, to pass:

Resolution No. 2020-121, A RESOLUTION APPROVING A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION, TDOT PROJECT NUMBER 825307-S3-028, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting "aye."

3. Approve A&E Services for KATS Vehicle Storage and Maintenance Facility Project (AF: 28-2020) (Chris Campbell).

Motion/Second: Duncan/Adler, to pass:

Resolution No. 2020-122, A RESOLUTION APPROVING AN AGREEMENT WITH BARGE DESIGN SERVICES, INC. FOR ARCHITECTURE, ENGINEERING AND CONSTRUCTION MANAGEMENT OF PHASE 2 OF THE TRANSIT CENTER STORAGE AND MAINTENANCE FACILITY AND AUTHORIZING THE MAYOR TO

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

4. Approve Easements and Rights-of-Way (AF: 30-2020) (Ryan
McReynolds).

Approve: Olterman/George, to pass:

OFFERS OF EASEMENTS AND RIGHTS-OF-WAY

Passed: All present voting “aye.”

**5. Purchase the Aspen Student Information System from Follett
School Solutions, Inc. Utilizing the State of TN Contract# NC 61797** (AF: 31-2020)
(David Frye).

Motion/Second: George/Phillips, to pass:

Resolution No. 2020-123, A RESOLUTION TO PURCHASE THE FOLLETT ASPEN
STUDENT INFORMATION SYSTEM FROM FOLLETT SCHOOL SOLUTIONS, INC,
UTILIZING THE STATE OF TN CONTRACT# NC 61797 AND AUTHORIZING THE
MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt congratulated Sandra Sloan from the legal
department for being recognized as the Risk Associate of the Year. He also
stated there was a citizen survey on the police department’s website as part of
the accreditation process and asked everyone to participate.

B. MAYOR AND BOARD MEMBERS. Alderman Phillips stated KATS would be
offering free rides in February. Alderman Adler mentioned a fallen stop sign
and how she thought someone would have reported it, but found out it was not.
She promoted the Your Gov app to do so. She also stated Governor Lee would
be giving his State of the State address Thursday at the Millennium Centre in
Johnson City. Alderman Olterman commented on the Douglas memorial
basketball game at Dobyns Bennett. He also noted it was time for high school
tournaments and to support local teams. Alderman Duncan stated Thursday
was sip and stroll downtown and recognized students from Mr. Goode’s class
in attendance. Alderman Cooper reminded everyone it was flu season and
wash their hands and stay home if they’re sick. Vice-Mayor George remarked
on the Miracle Field presentation at the work session yesterday. Mayor Shull
commented on the history of Douglas School and the basketball game.

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of the City of Kingsport, Tennessee, Tuesday, February 4, 2020**

C. VISITORS. Lou Ann White, Donna Arnold, Malcom Stallard, Dani Cook, Jim Salyers, Tonya Ferguson, Dennis McGuire and Brittany Shults made comments before the board.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:52 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Strategic Planning Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Friday, February 7, 2020, 9:00 AM
Tennessee Room – Chamber of Commerce

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Colette George
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
J Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder

CALL TO ORDER: 9:00 a.m. by Mayor Patrick W. Shull. Mr. McCartt and Mr. McReynolds briefly commented on the recent heavy rains and flooding issues throughout the city.

MORNING SESSION.

- **Financial Overview (9:22am)** City Recorder and CFO Sid Cox discussed the general fund, year end projections, debt roll off and the CIP. He recommended diversifying revenue sources and explained the outstanding debt as it pertained to the legat debt margin as a percentage of the city's assessed value.
10 minute break
- **Economic Development (10:22 am)** Jason Hudson gave an overview of this session. He then introduced Ben Hicks, representative from Buxton, a consumer retail analytics firm who spoke of how to market Kingsport to specific retailers. Julie Glover joined the discussion via telephone with regards to downtown.
10 minute break
- **Housing (11:40 am)** Jeff Fleming presented statistics from Move 2 Kingsport and what the city needs to focus on to attract and retain new residents.
12:15 Lunch break
Housing (cont. 12:45 pm) Don Fenley discussed the housing market and the argument of renting versus buying .Alderman Phillips stated he was interested in seeing a housing summit. Jason Hudson concluded this session with six priorities for the success of economic development.

AFTERNOON SESSION.

- **General Shale Recommendations (1:55 pm)** Jason Hudson presented these options based on the report by Sterling Project Development. City Manager McCartt pointed out staff was still in the process of reviewing the data from this report. He stated a portion of the site was ready to possibly move forward with a pump track and bike park. Tony Williams with Reedy Creek Cycles provided more information on that project, noting it would cost \$10,000- \$15,000 per mile with three to five miles for a total possible cost of \$75,000.

Minutes of the Strategic Planning Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Friday, February 7, 2020

10 minute break

- **BMA Discussion on Priorities for FY 2021 Budget (3:30)** The city manager briefly wrapped up the day and asked the board what they wished to discuss further. Mayor Shull provided six points of guidance to staff in regards to the upcoming budget. Some discussion followed.

ADJOURN. Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 4:00 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend the FY 2020 the General Purpose School Fund Budget

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

Action Form No.: AF-43-2020
Work Session: February 17, 2020
First Reading: February 18 2020

Final Adoption: March 3, 2020
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2020 budget amendment number three at their meeting on February 11, 2020. This amendment increases estimated revenues and appropriations for the General Purpose School Fund by \$150,084. There is a STEM grant from the State of Tennessee, Department of Education for Dobyys-Bennett CTE and Robinson and Sevier Middle Schools in the amount of \$29,484. There is also an appropriation from the General Purpose School Fund Unreserved Fund Balance in the amount of \$120,600 to purchase a special education school bus.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – FY 2020

Funding source appropriate and funds are available. *gm*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET 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:

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other State Education Funds by \$29,484; the estimated revenue for Fund Balance Appropriations by \$120,600 and by increasing the appropriation for Dobyns-Bennett CTE, Robinson, and Sevier-Instructional Supplies and Materials by \$29,484; the appropriation for Special Education Transportation Equipment by \$120,600.

Fund 141: General Purpose School Fund

Revenues:

	\$	\$	\$
141-0000-338-6590 Other State Education Funds	402,000	29,484	431,484
141-0000-392-0100 Fund Balance Appropriations	2,319,011	120,600	2,439,611
Total:	2,721,011	150,084	2,871,095

Expenditures:

141-7100-731-0429 DB CTE-Inst. Supplies	70,000	10,000	80,000
141-7105-711-0428 Robinson-Inst. Supplies	0	9,742	9,742
141-7110-711-0428 Sevier-Inst. Supplies	0	9,742	9,742
141-7253-831-0729 Sp Ed Trans-Equipment	1,200	120,600	121,800
Total:	71,200	150,084	221,284

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:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

February 11, 2020

**KINGSPORT CITY SCHOOLS
FISCAL YEAR 2019-2020
BUDGET AMENDMENT NUMBER THREE**

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: STEM GRANTS

We have received two STEM grants. One is for the high school for \$10,000 and the other is for the middle schools for a total of \$19,484. It is recommended that the estimated revenue for Other State Education Funds be increased by \$29,484 and that the Instructional Supplies and Materials accounts for Dobyns-Bennett CTE and Robinson and Sevier be increased by \$29,484.

ITEM TWO: SPECIAL EDUCATION BUS

There is a request in the FY 20-21 budget to purchase an additional special education bus. In order to expedite the delivery of this bus, it is proposed to use funds in the Unreserved Fund Balance and order the bus this spring. It is recommended that the estimated revenue for Fund Balance Appropriations and that the appropriation for Special Education Transportation Equipment be increased by \$120,600.



AGENDA ACTION FORM

Budget Adjustment Ordinance for Various Funds in FY20

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

Action Form No.: AF-37-2020
Work Session: February 17, 2020
First Reading: February 18, 2020

Final Adoption: March 3, 2020
Staff Work By: Morris
Presentation By: McCartt

Recommendation: Approve the Ordinance.

Executive Summary:

The General Project Fund will be amended by transferring \$11,814 from the Minor Drainage Improvement project (GP1004), \$7 from the Street Resurfacing project (GP1606), \$23,818 from the Public Works Cartograph project (GP1607), \$451 from the Greenbelt Resurfacing project (GP1610), \$1,737 from the Snow Removal project (GP1741), \$9,327 from the Satellite Salt Shed project (GP1810), \$9,511 from the Sidewalk Extensions project (GP1811), and \$367 from the Public Works Equipment project (GP1920) to the Leaf Compactor project (GP1913) in the amount of \$119 and to the Public Works Equipment project (GP2031) in the amount of \$56,913. This budget adjustment is zeroing out completed Streets & Sanitation project budgets for closure and moving remaining budgets into the Public Works Equipment project (GP2031). Close GP1004, GP1606, GP1607, GP1610, GP1741, GP1810, GP1811, GP1913, and GP1920.

The General Project fund will be amended by transferring \$21,198 from the Veterans Memorial project (GP1540) to the Veterans Memorial project (GP2032) and by transferring \$64,000 from the Higher Ed Parking Lot Expansion project (GP1813) to the Higher Ed Parking Lot project (GP1907). Close GP1540 and GP1813.

The General Project Fund will be amended by transferring \$25,000 from the Street Lights project (GP1809) to the General Projects project (GP1750) to be used for furniture upgrades on floors 3-6 of the "Regions Bank" building. Remaining cash funding (\$387,407) in the General Projects project (GP1750) will be exchanged with bond funds from the Fire-Facilities/Capital project (GP2003).

The General Project fund will be amended by transferring \$17,106 from the Library Improvements project (GP1712) to the Library Improvements project (GP1908). Close GP1712.

The General Fund will be amended by accepting \$125 from Visit Kingsport to reimburse the Farmer's Market for the Pumpkin Painting Contest winners at the 2019 Farmers Market Fall Festival.

The General Projects-Special Revenue Fund will be amended by accepting Farmers Market Promotion and Retail Grant funds from the Tennessee Department of Agriculture into the Farmers Market Advertising project (NC2015) in the amount of \$750.

The Sewer Project fund will be amended by transferring \$213,000 from the Sherwood Dr. Property Purchase project (SW2001) to the West Kingsport SLS Replacement project (SW1708) to fund the amendment to Hazen & Sawyer's design contract for the West Kingsport SLS Replacement project.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL PROJECT FUND,
GENERAL FUND, GENERAL PROJECTS SPECIAL
REVENUE FUND, AND SEWER PROJECT FUND
BUDGETS 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 Fund be amended by transferring \$11,814 from the Minor Drainage Improvement project (GP1004), \$7 from the Street Resurfacing project (GP1606), \$23,818 from the Public Works Cartegraph project (GP1607), \$451 from the Greenbelt Resurfacing project (GP1610), \$1,737 from the Snow Removal project (GP1741), \$9,327 from the Satellite Salt Shed project (GP1810), \$9,511 from the Sidewalk Extensions project (GP1811), and \$367 from the Public Works Equipment project (GP1920) to the Leaf Compactor project (GP1913) in the amount of \$119 and to the Public Works Equipment project (GP2031) in the amount of \$56,913, and by transferring \$21,198 from the Veterans Memorial project (GP1540) to the Veterans Memorial project (GP2032) and by transferring \$64,000 from the Higher Ed Parking Lot Expansion project (GP1813) to the Higher Ed Parking Lot project (GP1907), and by transferring \$25,000 from the Street Lights project (GP1809) to the General Projects project (GP1750), and by transferring \$17,106 from the Library Improvements project (GP1712) to the Library Improvements project (GP1908). Close GP1004, GP1540, GP1606, GP1607, GP1610, GP1712, GP1741, GP1810, GP1811, GP1813, GP1913, and GP1920.

SECTION II. That the General Fund be amended by accepting \$125 from Visit Kingsport and increasing the Farmers Market Operating & Tools line by \$125.

SECTION III. That the General Projects-Special Revenue Fund be amended by accepting Farmers Market Promotion and Retail Grant funds from the Tennessee Department of Agriculture to the Farmers Market Advertising project (NC2015) in the amount of \$750.

SECTION IV. That the Sewer Project fund be amended by transferring \$213,000 from the Sherwood Dr. Property Purchase project (SW2001) to the West Kingsport SLS Replacement project (SW1708).

Account Number/Description:
Fund 311: General Project Fund
Minor Drainage Improvement (GP1004)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$
50,000	(11,814)	38,186
50,000	(11,814)	38,186

Expenditures:

311-0000-601.20-22 Construction Contracts

311-0000-601.90-01 Land

Totals:

\$	\$	\$
40,000	(1,814)	38,186
10,000	(10,000)	0
50,000	(11,814)	38,186

Street Resurfacing (GP1606)

Revenues:

311-0000-368.10-51 Series 2015 A (Oct) GO PI

Totals:

\$	\$	\$
47,000	(7)	46,993
47,000	(7)	46,993

Expenditures:

311-0000-601.20-22 Construction Contracts

Totals:

\$	\$	\$
140,569	(7)	140,562
140,569	(7)	140,562

Public Works Cartegraph (GP1607)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
56,080	(23,818)	32,262
56,080	(23,818)	32,262

Expenditures:

311-0000-601.90-04 Equipment

311-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
21,080	(19,718)	1,362
35,000	(4,100)	30,900
56,080	(23,818)	32,262

Greenbelt Resurfacing (GP1610)

Revenues:

311-0000-368.10-51 Series 2015 A (Oct) GO PI

Totals:

\$	\$	\$
66,452	(451)	66,001
66,452	(451)	66,001

Expenditures:

311-0000-601.20-22 Construction Contracts

Totals:

\$	\$	\$
64,879	(451)	64,428
64,879	(451)	64,428

Snow Removal (GP1741)**Revenues:**

311-0000-391.601-00 From General Fund

Totals:

\$	\$	\$
90,000	(1,737)	88,263
90,000	(1,737)	88,263

Expenditures:

311-0000-601.20-22 Construction Contracts

Totals:

\$	\$	\$
90,000	(1,737)	88,263
90,000	(1,737)	88,263

Satellite Salt Shed (GP1810)**Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
96,889	(2,005)	94,884
100,000	(7,322)	92,678
196,889	(9,327)	187,562

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.90-01 Land

311-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
5,900	5,549	11,449
47,000	(755)	46,245
147,100	(14,121)	132,979
140,569	(9,327)	190,673

Sidewalk Extensions (GP1811)**Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

Totals:

\$	\$	\$
96,889	(9,511)	90,674
196,889	(9,511)	187,562

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.90-01 Land

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
9,376	1,737	11,113
10,000	(10,000)	0
80,000	(1,248)	78,752
99,376	(9,511)	89,865

Public Works Equipment (GP1920)**Revenues:**

311-0000-391.601-00 From General Fund

Totals:

\$	\$	\$
26,738	(367)	26,371
26,738	(367)	26,371

Expenditures:

311-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
26,738	(367)	26,371
26,738	(367)	26,371

Leaf Compactor (GP1913)**Revenues:**

311-0000-391.601-00 From General Fund

Totals:

\$	\$	\$
200,000	119	200,119
200,000	119	200,119

Expenditures:

311-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
200,000	119	200,119
200,000	119	200,119

Public Works Equipment (GP2031)**Revenues:**

311-0000-368.10-51 Series 2015 A (Oct) GO PI

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
0	458	458
0	11,516	11,516
0	44,939	44,939
0	56,913	56,913

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
0	56,913	56,913
0	56,913	56,913

Veterans Memorial (GP1540)**Revenues:**

311-0000-391.601-00 From General Fund

Totals:

\$	\$	\$
86,783	(21,198)	65,585
86,783	(21,198)	65,585

Expenditures:

311-0000-601.20-22 Construction Contracts

311-0000-601.20-23 Arch/Eng/Landscaping Serv

Totals:

\$	\$	\$
374,834	(26,084)	348,750
27,200	4,886	32,086
402,034	(21,198)	380,836

Veterans Memorial (GP2032)**Revenues:**

311-0000-391.601-00 From General Fund

Totals:

\$	\$	\$
0	21,198	21,198
0	21,198	21,198

Expenditures:

311-0000-601.20-22 Construction Contracts

Totals:

\$	\$	\$
0	21,198	21,198
0	21,198	21,198

Higher Ed Parking Lot Expansion (GP1813)**Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

Totals:

\$	\$	\$
87,200	(64,000)	23,200
87,200	(64,000)	23,200

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
90,000	(64,000)	26,000
90,000	(64,000)	26,000

Higher Ed Parking Lot (GP1907)**Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

Totals:

\$	\$	\$
0	64,000	64,000
0	64,000	64,000

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
250,000	64,000	314,000
0	64,000	314,000

Street Lights (GP1809)**Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

Totals:

\$	\$	\$
145,334	(25,000)	120,334
145,334	(25,000)	120,334

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
180,000	(25,000)	155,000
180,000	(25,000)	155,000

General Projects (GP1750)**Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-368.10-66 Series 2019 GO Improvmnt

311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
0	25,000	25,000
0	387,407	387,407
514,758	(387,407)	127,351
0	25,000	539,758

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
479,758	25,000	504,758
479,758	25,000	504,758

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

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvmnt	579,542	(387,407)	192,135
311-0000-391.01-00 From General Fund	0	387,407	387,407
Totals:	579,542	0	579,542

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	25,000	25,000
311-0000-601.90-03 Improvements	625,000	(25,000)	600,000
Totals:	625,000	0	625,000

Library Improvements (GP1712)**Revenues:**

	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	233,316	(17,106)	216,210
Totals:	233,316	(17,106)	216,210

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	50,000	(14,588)	35,412
311-0000-601.90-03 Improvements	483,643	(2,518)	481,125
Totals:	533,643	(17,106)	516,537

Library Improvements (GP1908)**Revenues:**

	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	0	17,106	17,106
Totals:	0	17,106	17,106

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	137,743	17,106	154,849
Totals:	137,743	17,106	154,849

Fund 110: General Fund**Revenues:**

	\$	\$	\$
110-0000-364.30-00 From Non-Profit Groups	195,000	125	195,125
Totals:	195,000	125	195,125

Expenditures:

	\$	\$	\$
110-4511-471.30-20 Operating Supplies & Tools	1,000	125	1,125
Totals:	1,000	125	1,125

Fund 111: General Projects-Special Rev Fund
Farmers Market Advertising (NC2015)

Revenues:

111-0000-332.61-00 TN Dept of Agriculture

Totals:

\$	\$	\$
0	750	750
0	750	750

Expenditures:

311-0000-601.20-10 Advertising & Publication

Totals:

\$	\$	\$
0	750	750
0	750	750

Fund 452: Sewer Project Fund

Sherwood Dr. Property Purchase (SW2001)

Revenues:

452-0000-391.05-56 Series 2019 GO Improvmnt

Totals:

\$	\$	\$
600,000	(213,000)	387,000
600,000	(213,000)	387,000

Expenditures:

452-0000-606.90-01 Land

Totals:

\$	\$	\$
600,000	(213,000)	387,000
600,000	(213,000)	387,000

West Kingsport SLS Replacement (SW1708)

Revenues:

452-0000-391.05-56 Series 2019 GO Improvmnt

Totals:

\$	\$	\$
0	213,000	213,000
0	213,000	213,000

Expenditures:

452-0000-606.20-23 Arch/Eng/Landscaping Serv

Totals:

\$	\$	\$
390,000	213,000	603,000
390,000	213,000	603,000

SECTION V. 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.

ATTEST:

PATRICK W. SHULL, Mayor

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

Reenact a Franchise Agreement with Atmos Energy

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

Action Form No.: AF-23-2020
 Work Session: February 3, 2020
 First Reading: February 4, 2020

Final Adoption: February 18, 2020
Staff Work By: R. McReynolds/M. Billingsley
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

The City of Kingsport and Atmos Energy Corporation (Atmos) have enjoyed a longstanding relationship granting Atmos the nonexclusive right to sell gas within the city limits. The legal relationship that provides the framework of operation between the City and Atmos is called the Franchise Agreement. Specifically, the Franchise Agreement defines the City's expectation of Atmos' use of the Public Ways.

On March 21, 2000 the city entered into a Franchise Agreement with Atmos Energy. This Agreement assigned a franchise to construct, maintain and operate a system for the purpose of transmitting and distributing gas as specifically defined in Ordinance No. 4742. The initial term of the Franchise Agreement was for twenty (20) years, and will expire on March 31, 2020.

It is recommended to extend the term of the Atmos Energy Franchise Agreement for an additional twenty (20) years to read as follows:

Following the initial twenty-year term, this Ordinance shall continue in force for an additional twenty (20) year period unless such franchise is terminated sooner pursuant to Section XXII hereof.

Attachments:

1. Ordinance
2. Copy of Ordinance No. 4742

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



AGENDA ACTION FORM

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Recommendation:

Approve the Ordinance.

Executive Summary:

The City of Kingsport and Atmos Energy Corporation (Atmos) have enjoyed a longstanding relationship granting Atmos the nonexclusive right to sell gas within the city limits. The legal relationship that provides the framework of operation between the City and Atmos is called the Franchise Agreement. Specifically, the Franchise Agreement defines the City's expectation of Atmos' use of the Public Ways.

On March 21, 2000 the city entered into a Franchise Agreement with Atmos Energy. This Agreement assigned a franchise to construct, maintain and operate a system for the purpose of transmitting and distributing gas as specifically defined in Ordinance No. 4742. The initial term of the Franchise Agreement was for twenty (20) years, and will expire on March 31, 2020.

It is recommended to extend the term of the Atmos Energy Franchise Agreement for an additional twenty (20) years to read as follows:

Following the initial twenty-year term, this Ordinance shall continue in force for an additional twenty (20) year period unless such franchise is terminated sooner pursuant to Section XXII hereof.

Attachments:

1. Ordinance
2. Copy of Ordinance No. 4742

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO REENACT ORDINANCE NO. 4742, ATMOS
ENERGY CORPORATION FRANCHISE AGREEMENT AND TO
AMEND TO THE TERM FOR AN ADDITIONAL TWENTY (20)
YEARS

WHEREAS, on March 21, 2000, the City of Kingsport and Atmos Energy entered into a Franchise Agreement; and

WHEREAS, the Agreement set forth a term of twenty (20) years; and

WHEREAS, the term expires at the end of March 2020; and

WHEREAS, the parties agree to an extension of the Agreement; and

WHEREAS, the Board of Mayor and Aldermen believe an extension to be in the best interest of the City of Kingsport.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That Ordinance No. 4742 granting a Franchise Agreement to Atmos Energy, a copy of which is attached hereto as Exhibit A, is reenacted except Section II of Ordinance No. 4742 is amended by adding at the end of Section II: Term the following language:

Grant & Term. Following the initial twenty-year term, this Ordinance shall continue in force from March 31, 2020, for a twenty (20) year period unless such franchise is terminated sooner pursuant to Section XXII hereof.

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.

[signature blocks on following page]

ATTEST:

CITY OF KINGSPORT, TENNESSEE:

By: _____
SIDNEY H. COX, City Recorder
City Administrator/Recorder

By: _____
PATRICK W. SHULL, Mayor

Approved as to Form:

J. MICHAEL BILLINGSLEY, City Attorney

ATMOS ENERGY CORPORATION

By: _____
Jay Kevin Dobbs, President
Kentucky/Mid-States Division

Date: _____

PASSED FIRST READING:
PASSED SECOND READING:

ORDINANCE NO. 4742

AN ORDINANCE GRANTING TO UNITED CITIES GAS COMPANY, A DIVISION OF ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS A FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF GAS MAINS, SERVICE PIPES AND OTHER NECESSARY EQUIPMENT AND FACILITIES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING GAS IN, UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, COURTS, ALLEYS, LANES, WAYS, UTILITY EASEMENTS, PARKWAYS AND PUBLIC GROUNDS OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I: DEFINITIONS.

That for the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a) Board of Mayor and Aldermen – the Board of Mayor and Aldermen of the City of Kingsport, Tennessee.
- b) City – the City of Kingsport, Tennessee, and its respective successors and assigns.
- c) City Manager – the City Manager of the City of Kingsport, Tennessee as duly appointed pursuant to Charter. The term "City Manager" also includes his designee.
- d) Company – United Cities Gas Company, a division of Atmos Energy Corporation, a corporation organized and existing under the laws of the State of Texas, and the Commonwealth of Virginia, and its lawful successors or assigns.
- e) Construction – the installation, laying, erection, renewal, repair, replacement, extension or removal of a gas system and any such activity as may be necessary to construct, maintain and operate a gas system.

- f) Gas – natural gas and/or commingled gas and/or substitute therefore.
- g) Gas System – any pipe, pipeline, tube, main, duct conduit, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, appliance, attachment, appurtenance and any other personal property constructed, maintained, or operated by United Cities Gas Company as may be necessary to import, transport, distribute and sell natural gas.
- h) Streets – the public streets, highways, avenues, roads, courts, alleys, lanes, ways, utility easements, parkways, public rights-of-way, or other public grounds, held or controlled by the City, in the City as they now exist or as they may be established at any time during the term of this franchise in the City, but only to the extent of the City's right, title, interest or authority to grant a license or franchise to occupy and use such streets and easements for the construction and operation of a public utility system.
- i) T.R.A. – the Tennessee Regulatory Authority or any successor state agency having jurisdiction over the Company.

SECTION II: TERM.

That there is hereby granted to United Cities Gas Company, for a period of twenty (20) years from and after approval of this ordinance, and the filing of an acceptance by the Company, the nonexclusive right, authority, privilege, and franchise to construct, maintain and operate a Gas System to import, transport, distribute and sell Gas:

- (1) to the City and inhabitants, institutions and businesses thereof for domestic, commercial, industrial and institutional uses and any such other purposes for which it is or may hereafter be used; and
- (2) through the City to inhabitants, institutions and businesses outside the corporate boundaries for domestic, commercial, industrial and institutional uses and any such other purposes for which it is or may hereafter be used.

SECTION III: MODIFICATION.

That this ordinance may be modified in the future by mutual written agreement of the parties and approval by the T.R.A. and is subject to any ordinance that may be adopted by the City establishing reasonable uniform rules, procedures and obligations concerning the use of Streets for construction and operation of utility systems.

SECTION IV: COMPLIANCE WITH APPLICABLE LAWS.

That the Gas System shall be constructed, maintained and operated, in good and safe condition, in accordance with standard engineering practices, and in accordance with any applicable Federal Laws and Regulations, Statutes of the State of Tennessee, the Rules and Regulations of the T.R.A., and Ordinances of the City which do not conflict with any such federal or state laws, rule or regulation, as such practices and laws, statutes, ordinances, rules and regulations now exist or as they may be from time to time amended, changed or modified.

SECTION V: STANDARD OF CARE.

That the Company shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries or nuisances to the public.

SECTION VI: LOCATION OF FACILITIES.

(A) That the City reserves the right, by ordinance or resolution of the Board of Mayor and Aldermen, or otherwise through proper representatives of the City, to designate specifically the location of the Gas System of the Company with references to municipal facilities, such as sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, public cable television utilities, and railway communication and power lines, in such a manner as to protect the public safety and public and private property and to facilitate the creation of a convenient, attractive and harmonious community. Failure by the City to so designate does not relieve the Company of its responsibilities in matters of public safety as provided in this Ordinance. The Company shall construct, maintain and locate its Gas System so as not to unreasonably interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal and fiber optic facilities owned or operated by the City.

(B) The rights and privileges granted by this franchise shall not be in preference or hindrance to the rights of the City and any other lawful governmental authorities having jurisdiction to perform or carry out any public works or public improvements within the Streets. Should the Gas System of the Company interfere with the construction, maintenance or repair of such public works or improvements, the Company, after reasonable advance notice from the City, at the Company's sole expense, shall protect or relocate the Gas System or any applicable part thereof, as directed by the City or other governmental authorities having jurisdiction.

SECTION VII: USE OF PUBLIC WAYS.

(A) That the Company, in any opening it shall make in the Streets of the City, shall be subject to the provisions of this Ordinance and to all applicable ordinances, codes and regulations of the City, which are uniformly applied to all utilities.¹ Specifically, in addition to the requirements contained herein, except in the cases of emergencies, the Company shall at all times comply with Section 94-66 et seq. of the Code of Ordinances, City of Kingsport, 1998, as amended, with respect to any opening it shall make in the Streets of the City. The proposed location of any Gas System to be constructed by the Company in, upon, across, under or over the Streets of the City shall not unreasonably interfere with:

- (1) the public safety or the convenience of persons using the Streets, or
- (2) the use of Streets for purpose of travel, or
- (3) with any use or contemplated use of Streets by the City either above or below the surface of the Street for which plans have been prepared or for which plans are in the course of preparation, which plans have been authorized by the City, and of which the Company has been previously notified by the City.
- (4) personal property lawfully in, upon, along, across, under or over the Streets.

(B) The Gas System's location, construction and maintenance shall not unduly burden regular maintenance procedures of the City and shall be coordinated with the City's annual paving program through the City Manager.

(C) The City may require the Company to obtain a written permit whenever it becomes necessary for the Company to excavate in the Streets in order to install, construct, maintain or extend the Gas System. Such permits are applicable to any and all types of excavations in the Streets, and the Board of Mayor and Aldermen may, by resolution, establish a fee for each excavation made in a Street, provided it is uniformly applied to all persons or entities excavating in the street. Such permits may require the Company to (i) submit a drawing showing the proposed location of the particular part or point of the Streets where construction or excavation is to be conducted, (ii) identify the time and manner of the construction or excavation, (iii) identify the length of time in which such permit shall authorize such work to be done and the hours of each day during which such work shall be undertaken. Exceptions to the requirements for a written permit may be allowed in cases of

¹ The City will uniformly apply all applicable ordinances, codes and/or regulations to all utilities. The only possible exception is the Electric Company due to its 100-year franchise agreement.

emergencies involving public safety or restoration of service.

Whether or not the City requires the Company to obtain a permit, the Company shall submit to the City Manager a drawing of all proposed street cuts prior to performing the work except in the case of an emergency excavation.

In the case of emergency excavations made in the Streets without permit, the Company shall make a report of each such excavation to the City within two (2) working days and pay such fee as may be established by the Board of Mayor and Aldermen for excavations in the Streets. Any permit applications and inspections related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay the Company in discharging its public service obligation. Any uniform fees² for permits or inspections charged by the City shall be based on the City's costs of administering the program of issuing permits and conducting inspections for all street cuts in the City. The City is exempt from paying any such fees for work it performs in the streets.

The Company shall use its best efforts to not interfere with or injure any utility or any other public improvement which the City has heretofore made or may hereinafter make in, upon, across, along or under any streets and shall not unnecessarily obstruct or impede such streets of the City.

(D) The permit shall become null and void if no significant construction or progress is made within six (6) months after issuance of the permit.

(E) The Company shall promptly remove or correct any obstruction, damage or defect in any Street which was caused by the Company in the installation, operation, maintenance or extension of the Gas System. Any such obstruction, damage, or defect which is not promptly removed, repaired or corrected by the Company after proper notice to do so, given by the City to the Company, may be removed or corrected by the City, and the cost thereof shall be charged against the Company. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, communication facilities or other property resulting from construction, operation, maintenance or extension of the Gas System shall be borne by the Company and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by the Company to the City.

(F) If weather or other conditions do not permit the complete restoration required by this Section, the Company shall temporarily restore the affected Streets or property. Such temporary restoration shall be at the Company's sole expense and the Company shall promptly undertake and complete the required permanent restoration when

² See Footnote 1.

the weather or other conditions no longer prevent such permanent restoration.

(G) The Company shall not open, disturb or obstruct, at any one time, any more of the Streets than reasonably may be necessary to enable it to proceed in laying or repairing the Gas System. Neither shall the Company permit any Street so opened, disturbed or obstructed by it in the installation, construction, repair or extension of its Gas System to remain open or the Streets disturbed or obstructed for a longer period of time than reasonably shall be necessary.

(H) Whenever the City shall widen, reconstruct, realign, pave or repave, or otherwise work on any Streets, or shall change the grade or line of any Streets, or shall construct or reconstruct any water, sanitary sewer, storm sewer, drainage or communications facility of the City, it shall be the duty of the Company at the Company's cost and expense to move, alter or relocate its Gas System or any part thereof as reasonably requested by the City. Upon written notice by the City Manager of the City's intention to perform work as specified above, the Company shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the City for such construction, reconstruction or improvements. Should the Company fail, refuse or neglect to comply with such notice, the Gas System or any part thereof may be removed, altered or relocated by the City, the cost of which shall be paid by the Company, and the City shall not be liable to the Company for any damages resulting from such removal, alteration or relocation. In cases where the Company believes the costs of relocation by the Company would be cost prohibitive and an alternative location of the City's facilities would be feasible, the City and the Company may jointly evaluate whether the Company could reasonably pay any additional costs to the City for the alternative City facility location in lieu of relocation the Company's facilities.

(I) All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair or replacement of the Gas System must be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work.

(J) The Company shall give all required notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the construction being performed.

(K) Inspections during construction may be made by the City.

(L) Construction and repair shall be performed with the least practical hindrance of the Streets for the purpose of travel or any other public purpose. After any work has commenced by the Company, in, upon, along, across, under, or over the Streets of the City, the same shall be continued in good faith and with due diligence until completed. If, as determined by the City Manager, the Company refuses or fails to proceed in good faith, or

any separable part thereof, with such diligence as will ensure its completion within a reasonable period of time, the City Manager will issue notice to the Company of his findings and instructions and, if after three (3) days of receipt of such notice, the Company has not commenced to re-execute the work, the City Manager will cause the construction required in said notice to be performed and charge the Company the entire cost and expense plus ten (10%) percent of the construction.

(M) When any construction opening or excavation, disturbance, cut or damage is made in, along, upon, across, under or over the Streets for any purpose whatsoever by the Company, any portion of said streets affected or damaged thereby shall be restored, as promptly as possible to as useful, safe, durable, in as good condition as existed prior to making of such opening or such excavation or such damage. If the company is unable to comply with the provisions of this section by reason of strikes, riots, acts of God, or acts of public enemies or other factors beyond its control, restorative work of a temporary nature allowing for such requirements as trench and backfill consolidation and fine grading and vegetative stabilization will be performed. The temporary restorative work shall be accomplished immediately in accordance with best acceptable construction procedures and shall be continuously maintained in a useful and safe condition pending permanent restoration, as per detail attached as Exhibit 1. Where a cut or disturbance is made in a section of sidewalk rather than replacing only the area actually cut, the Company shall replace the full width of the existing sidewalk as determined by the City Manager and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring. Where a cut or disturbance is made by the Company in a section of pavement, rather than repaving only the actual area cut the Company shall, if requested by the City Manager, repave the area between the street cuts when there are two or more street cuts made by the Company within 20' of each other. The width of the repavement shall correspond to the width of the street cut made by the Company. If the Company fails to timely perform said restoration and repair within a reasonable time, the City Manager may issue notice to the Company of his findings and instructions and, if after three (3) days the Company has not commenced the restoration and/or repair, the City Manager will cause the work required in said notice to be done and performed and charge the Company the entire cost and expense of restoration or repair plus ten (10%) percent.

(N) After the work of restoring such portion of the Street has been completed as provided herein, the Company shall keep such portion of such Street repaired or restored in as useful, safe, durable, and good condition as it existed prior to the making of such opening, excavation or damage, ordinary wear and tear excepted, for a period of eighteen (18) months from the completion of repair or restoration, if the City Manager determines that such portion of the Street was affected or damaged by the work of the Company.

(O) When Streets are opened, excavated, disturbed, obstructed or any other construction activity is required in the Streets by the Company, said Company, or other person acting on its behalf, shall place and maintain all necessary safety devices, barriers,

lights, and warnings to properly notify all persons of any dangers resulting from such construction entrances, and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting the Street and shall comply with all federal, state and local laws and regulations, including the Manual of Uniform Traffic Control Devices flagging requirements, the Manual for Streets and Highways, as approved by the Federal Highway Administrator and as may be amended from time to time shall be the standard used in determining the necessary placement of such devices, barrier, lights and warnings.

(P) The Company shall provide the City with a master set "as built" drawings and/or maps in an electronic form agreed to by City and the Company certifying the location of all its underground Gas Systems within the City. To the extent City and the Company cannot agree on an appropriate electronic form for the above referenced map or maps, the Company agrees to provide City with such information in hard copy or paper format. The Company shall also provide the City with a list of Streets along which its above ground Gas System is located. The Company shall provide updated maps in accordance with this Section on an annual basis if changes have occurred. The Company also agrees to cooperate with and participate in Tennessee One Call. On at least an annual basis the Company shall meet with the City Manager to discuss its plans for construction and/or maintenance of its gas system for the following year.

SECTION VIII: MISCELLANEOUS CONSTRUCTION PRACTICES.

(A) Any pipe, pipeline, tube, main, service, conduit, duct or other structure laid, constructed, erected, or installed pursuant to the provisions of this franchise, or any tunnel or bore dug or made in the Street in connection with the laying, construction, erection, or installation of the Gas System shall be not less than thirty (30) inches below the surface of the Street when such installation is under three (3) inches or over in diameter and shall not be less than twenty-four (24) inches deep when such installation is under three (3) inches in diameter and measured in each instance from the established grade of the nearest point to the property, tunnel or bore as the case may be.

(B) Where such depths are impractical due to extraordinary circumstances, the Company shall secure the approval of the City Manager, as to the suitable depth or location of said property, tunnel or bore and the same shall be placed in conformity with such approved location or depth, and in a manner reasonably satisfactory to the City Manager.

(C) All manholes, vaults, traps, catch basins or other structures shall be so capped and covered as to be flush with the surface of the Street, and shall not interfere in any way with the use of the Streets for the purpose of travel.

(D) The Company shall not lay, construct, erect, or install in the Streets any vent pipe from any vault, manhole or other structure of the Company except in the manner and

at the location prescribed or approved by the City Manager, and only in accordance with sound engineering practices.

(E) Not more than one (1) main pipeline shall be laid, constructed, erected or installed in any Street, except where extraordinary circumstances exist making it necessary or in the best interest of the City and its inhabitants, to lay, construct, erect, or install more than one (1) main pipeline in any Street.

SECTION IX: SYSTEM MODIFICATION

If, during the term of this franchise, it becomes necessary or expedient for the City to change the course, grade, width, or location, or improve in any way any Streets, including the laying of any sewer, storm drain, conduit, water or other pipes, in which the Company has any Gas System which, in the opinion of the City Manager, will interfere with such changes on the part of the City, it is agreed the Company will, at its own expense, within twenty (20) days after written notice from the City Manager and request to do so, begin the work of completing any and all things necessary to affect such change in position or location in conformity with such written instructions. It is further agreed that the Company will lend necessary and related support thereof to the City while such work is being completed or performed. Work by the Company shall be done in such a manner as to not impede the progress of the changes being made by the City; provided, however, that this section shall not be interpreted to deny the Company reimbursement in its rate base as provided by State statute.

SECTION X: UNDERGROUND INSTALLATION.

The City reserves the right by ordinance at any time during the term of this franchise to require the Company at its own cost and expense to remove any or all of its mains and service lines above the surface of the streets and to place and locate the same below the surface of the streets whenever such right, in the reasonable opinion of the City Manager, should be exercised by the City. However, this right does not include, above ground pressure regulating, metering or other equipment which is not customarily installed below ground.

SECTION XI: REVIEW BY BOARD.

If the Company is dissatisfied with any determination of the City Manager permitted by the foregoing sections thereof, it may petition the Board of Mayor and Aldermen within ten (10) days after such determination to review the same, which review shall be taken up by the Board of Mayor and Aldermen in the normal course of business.

SECTION XII: CITY'S RIGHT TO CONSTRUCT.

The City reserves the right to lay, construct, erect, install, use, operate or maintain below surface or above the surface improvements of any type or description in, upon, along, across, under or over the Streets. If the necessary location for such improvements unreasonably interfere with any facility or equipment of the Company, then the Company, at its own cost and expense, shall begin the work of changing the location of all facilities and equipment conflicting or interfering with the improvements to a location in, upon, along, across, under or over the Streets with the location approved by the City Manager. The work shall commence within twenty (20) days after written notice from the City Manager requesting the Company relocate its facilities or equipment, and continue the work to completion with reasonable diligence and at its own cost and expense.

SECTION XIII: ABANDONMENT OF FACILITIES.

Upon abandonment of any of the facilities or equipment of the Company located above or below the surface of the Streets, the Company shall notify the City Manager in writing of such abandonment within a reasonable time thereafter and if such abandoned facilities or equipment will then interfere with the use of the Streets by the City, the City Manager shall give written notice thereof to the Company and the Company shall commence to remove the same within twenty (20) days following the date of the written notice and continue the work to completion with reasonable diligence and at its own cost and expense.

SECTION XIV: CITY RESERVATION OF RIGHTS.

All rights and privileges granted hereby are subject to the lawful exercise of the police power of the City to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the City is the right to adopt such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public. Further the City hereby reserves:

- (1) The right to grade, widen, relocate, sewer, pave, macadamize, lay conduits and pipe and to install manholes, poles or other structures therein, or to alter, repair or otherwise provide for the making of local improvements in the Street;
- (2) The right to make and enforce all such local police, sanitary or other regulations by ordinance in the exercise of its police power;
- (3) The right to make and provide for the making of local improvements by special assessment.

The enumeration herein of specific rights reserved shall not be taken as exclusive, or as limiting the reservation made herein.

SECTION XV: INSURANCE.

The Company hereby agrees, upon official request of the City, to furnish to the City evidence of insurance on such amounts as may be reasonably necessary to protect the City. However, the coverage shall, at a minimum, include Workers' Compensation insurance covering the Company's statutory obligation under the laws of the State of Tennessee and Employer's Liability insurance for all its employees engaged in work under the franchise. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee).

SECTION XVI: HAZARDOUS WASTE.

The Company shall not transport, dispose of or release any hazardous waste within the Streets. If utilizing any hazardous material in the ordinary course of its business, the Company shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of the City's acquiescence, the Company shall indemnify and hold City, its officers, agents, employees and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from the Company's, its agents, assigns, or violation of this paragraph and agrees to reimburse City for all costs and expenses incurred by City in eliminating or remedying such violations, including all remediation and clean up costs. This provision shall survive the expiration, revocation or termination of this franchise.

SECTION XVII: INDEMNIFICATION.

The Company shall at all times defend, indemnify and hold harmless the City and any of the City's representatives from and against all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever resulting from the failure of the Company or its employees to exercise due care and diligence in the construction, operation, and maintenance of its Gas System in the City provided the Company shall have been notified in writing of any claim against the City on account thereof and shall have been given ample opportunity to defend same. The Company shall indemnify, defend and hold harmless the City from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Gas System or the provision of Gas System Service.

The right of indemnification shall include and extend to reasonable attorney fees and trial preparation expenses and other litigation expenses reasonably incurred in defending a claim arising from the operation of the Gas System by the Company, whether or not the claim be proved to be without merit. This provision shall survive the expiration, revocation or termination of this franchise.

SECTION XVIII: FRANCHISE FEE.

The Company and the City acknowledge that the City has the right to establish a franchise fee and require the Company to pay compensation to the City for use of the Streets for construction, maintenance and operation of a Gas System. The City acknowledges that the Company competes with East Tennessee Natural Gas (ETNG) in providing gas to industrial customers and that the City does not impose a franchise fee on ETNG at this time. The City further acknowledges that if a franchise fee is imposed on the Company which must be passed on to all of the Company's customers, the Company will be at an economic disadvantage with respect to its industrial customers. Accordingly, any franchise fee which may be imposed on the Company by the City shall be structured so as to not apply to the Company's industrial customers. Any subsequently imposed franchise fee must be approved by the T.R.A. If the T.R.A. refuses to approve a franchise fee which is not uniformly applied to all of the Company's customers, then the ordinance and/or resolution imposing the fee shall be void and of no force or effect. The City also has the option of imposing a uniform franchise fee applicable to all of the Company's customers, provided all privately owned suppliers of natural gas within the corporate limits of the City, including without limitation ETNG, are required to pay an identical franchise fee. Any such franchise fee shall be based upon a percentage of the Company's gross revenues derived from the retail sale of natural gas within the corporate limits of the City; however, the percentage shall not exceed the highest franchise fee percentage then in effect under any other franchise of the Company in the State of Tennessee.

Any franchise fee subsequently established hereunder may be renegotiated with the Company no earlier than every five (5) years following the date of adoption of such franchise fee. Any franchise fee established by the City will be passed directly to customers of the Company pursuant to state law and shall be reflected as a separate line item on the customers' gas bills.

SECTION XIX: TRANSFER OF ASSETS.

(A) In the event the Company desires to sell or transfer the entire assets of the Gas System which is the subject of this ordinance, then the Company must offer to the City the opportunity to buy those assets located and situated in the City upon the same terms as being offered to some other party. A statutory merger, consolidation, recapitalization or sale or transfer of the common stock of the Company does not constitute a sale or transfer

of assets for purposes of this section. The City will have sixty (60) days to accept the offer and an additional sixty (60) days to close said transaction, in the event the City elects to exercise the option to purchase.

(B) In the event the City chooses not to exercise the option to purchase, the City shall continue to have the right to approve any sale, assignment, or transfer the Company may desire and this franchise cannot be sold, assigned, or transferred unless and until:

(1) The Company shall have duly executed a good and sufficient instrument making such transfer, assignment or lease, and a duplicate original thereof shall have been filed with the City Manager.

(2) An ordinance of the City consenting to such transfer, assignment or lease shall have been duly adopted and become effective, such consent shall not be unreasonably withheld.

(3) The transferee, assignee, or lessee shall have duly executed a good and sufficient instrument accepting such transfer, assignment or lease, and assumes all the obligations of the Company under this franchise, and an original thereof shall have been filed in the office of the City Manager.

(C) By the acceptance of the franchise, the Company agrees that in any proceeding for the purpose of regulating the rates of the Company, no greater value shall be placed upon this franchise than its actual cost and expense of acquisition. In any negotiations between the City and the Company for the purchase of the Company's property by the City, no value shall be placed upon this franchise by anyone in arriving at the purchase price.

SECTION XX: T.R.A. RULES AND REGULATIONS.

(A) The City and the Company hereby agree that this Ordinance is subject to the approval of the T.R.A. and that the Ordinance shall also be subject to the rules and regulations of the State of Tennessee as they may from time to time be changed and that all such rules and regulations become part of this Ordinance to the same extent and with the same effect as if said rules and regulations were herein set out in full. A copy of the current T.R.A. rules and regulations are attached hereto as Exhibit 2.

(B) The Company shall make every reasonable effort to furnish an ample and uninterrupted supply of gas to all customers throughout its entire system within the City and on any enlargements and extensions thereof within the City. The Company shall not unreasonably or arbitrarily refuse to make an extension thereof within the City. At the time each and every annexation ordinance of the City becomes operative the City Planning Department shall provide the Company with a copy of the ordinance and its accompanying

map precisely describing said annexed territory. The Company shall not unreasonably or arbitrarily refuse to make an extension for the purpose of giving Gas Service to the City, the inhabitants, institutions and businesses thereof. The Company shall also file with the City its extension policy and any changes as may from time to time be adopted, as filed with and approved by the T.R.A.

(C) The Company shall at all times keep the City Manager apprised of its current gas rates, charges, and pricing policies charged to City residents and changes to such rates, charges, and pricing policies whether changes are initiated by the Company or by a third party. In the event the Company files a rate change request with the Tennessee regulatory authority, it shall provide the City Manager with a copy of the request at the time of filing.

(D) During such time, if any, as there is no other duly constituted governmental authority having jurisdiction over the tariffs, rates, fixed charges, terms and conditions of service to be rendered by the Company, then the Board of Mayor and Aldermen of the City of Kingsport, Tennessee shall have jurisdiction to prescribe and fix by ordinance tariffs, rates, charges, terms and conditions governing the furnishing of said Gas Service which shall be sufficient to yield to the Company a reasonable return upon the fair value of its property used and useful in rendering said service.

SECTION XXI: ANNUAL REPORT.

The Company shall, upon request by the City, file with the City Manager a duplicate original of the Annual Report of the Company's operations in the City filed with the T.R.A., as now required by the Public Utility Act, or as may be required by any other act of legislature of the State of Tennessee, as soon as practical after one duplicate original of said report has been filed with said authority or its successors.

SECTION XXII: DEFAULT AND CURE.

Both the Company and the City recognize there may be circumstances whereby compliance with the provisions of this Ordinance is impossible or is delayed because of circumstances beyond the Company's control. In this instance, the Company shall use its best efforts to comply in a timely manner and to the extent possible. In the event of a substantial breach by Company of any material provision of this Ordinance, the City, acting by and through its Board of Mayor and Aldermen, may terminate the franchise and rights granted to Company hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

- (1) The City must deliver to Company, by certified or registered mail, a written notice. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Company that the City contends constitutes a substantial breach of any material provision

hereof within 30 days of the alleged breach or within 30 days of the City's actual or constructive notice of the alleged breach whichever is later; and (ii) designate which of the terms and conditions hereof the City contends Company breached.

- (2) The City shall permit Company the opportunity to substantially correct and cure all of the breaches hereof set forth in the written notice described in subsection (1) above within thirty (30) days after Company's receipt of such notice before termination may occur.
- (3) If the Company objects and disagrees with the City's determination that a substantial breach of a material provision has occurred, the Company may submit the issue to the Board of Mayor and Aldermen for review within thirty (30) days of receipt of the written notice described in subsection (1) above. Termination of this Ordinance shall be stayed during the course of any such review or subsequent litigation on the issue until the matter is either resolved by agreement between the parties or upon entry of a final order of a court authorizing termination by the City.

In the event the Ordinance is properly terminated pursuant to the terms of this section prior to the expiration of the 20-year period or any renewal period thereafter, the Company shall not be entitled to claim lost profits against the City for the balance of time remaining under the 20-year period or any renewal period thereafter in a sale of assets to the City or any condemnation action. In the event of termination and/or expiration of this Ordinance, the Company may continue to operate on the same terms and conditions pending either a negotiated sale of its assets, negotiation of a new franchise or condemnation, whichever first occurs, with a minimum period of six months and a maximum period of 24 months, absent agreement of the parties.

SECTION XXIII: SEVERABILITY PROVISION.

After adoption of this ordinance, should any section, subsection, sentence, provision, clause or phrase of this ordinance be declared by the Tennessee regulatory authority or by a court competent jurisdiction to be invalid or unconstitutional, such declaration shall not affect the validity of this ordinance as a whole or any part thereof other than the part so declared to be invalid or unconstitutional, it being the intent in adopting this ordinance that no portion thereof or provision or regulations contained therein shall become inoperative or fail by reason of the unconstitutionality or in validity of any other portion or provision or regulation.

SECTION XXIV: NOTICE.

Any written notice herein required to be given by the City, or any of its officers or agents, to the Company, shall be deemed to have been duly served if delivered in person to any officer of the Company or to its local agent or manager, or if sent by certified mail to the postal address of the Company.

SECTION XXV: PRIOR AGREEMENT.

All ordinances or parts of ordinances establishing a prior franchise agreement for Gas in conflict with the provisions of this ordinance are hereby repealed.

SECTION XXVI: EFFECTIVE DATE.

The franchise shall become effective and all its terms, provisions and conditions binding upon both the City and the Company fifteen (15) days after its final passage, provided the Company shall within said fifteen (15) days endorse on the original ordinance its acceptance of this franchise in the words and figures following:

United Cities Gas Company hereby accepts this franchise this 27TH day
of MARCH, 2000.

UNITED CITIES GAS COMPANY,
A Division of Atmos Energy Corporation



THOMAS BLOSE
President




JEANETTE D. BLAZIER
Mayor

ATTEST:



DEPUTY CITY RECORDER

ATTEST:

 C. Searby
James H. Hemming Warren C. Searby
City Clerk Deputy

APPROVED AS TO FORM:

J. Michael Billingsley
J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING 3-7-2000
PASSED ON 2ND READING 3-21-2000



AGENDA ACTION FORM

Amend Time of Impoundment of Vehicles by Police from After 24 Hours' Notice to 48 Hours

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

Action Form No.: AF-26-2020
 Work Session: February 3, 2020
 First Reading: February 4, 2020

Final Adoption: February 18, 2020
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance.

Executive Summary:

Kingsport City Code Sec. 98-533 states that vehicles are subject to impoundment under the conditions in Sec. 98-532 in addition to vehicles that have been abandoned or found parked on a public street, highway or thoroughfare with two or more outstanding or otherwise unsettled parking violation notices. Currently, the aforementioned vehicles are subject to impoundment after notice has been securely attached and conspicuously displayed on the vehicle for 24 hours. Tennessee Code Annotated 55-16-104 permits an impoundment for the same reasons as listed in city code Sec. 98-533, but sets the time limit at 48 hours. The recommended action is to amend the time limit in city code Sec. 98-533 from 24 hours to 48 hours, so as to mirror Tennessee state law.

Attachments:

1. Ordinance

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



AGENDA ACTION FORM

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Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 98-533 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO A LENGTH OF NOTICE FOR CERTAIN IMPOUNDMENTS OF VEHICLES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That section 98-533 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 98-533. - Cause for impoundment after notice.

A vehicle not subject to impoundment under section 98-532 may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of 48 hours prior to such impoundment, for the following reasons:

- (1) Any unattended motor vehicle found parked at any time upon a public street, highway or thoroughfare within the corporate limits of the city against which there are two or more outstanding or otherwise unsettled parking violation notices shall, either by towing or otherwise, be removed or conveyed to and impounded in any place officially designated as an impound lot or immobilized in such a manner as to prevent its operation by utilization of the Denver boot or similar device. However, no such vehicle shall be immobilized by any means other than by a Denver boot or other mechanism which will cause no damage to such vehicle unless it is moved while such device or mechanism is in place.
- (2) When such vehicle is abandoned as that term is defined in section 98-531.

SECTION II. That the board finds that it is in the best interest of the city that Section 98-533 be amended so as to mirror the notice period set forth in Tenn. Code. Ann. §55-16-104.

SECTION III. 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 _____



AGENDA ACTION FORM

Ratify the Mayor's Signature on Grant Application and Receive the Grant from the Tennessee State Complete Count Committee

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-35-2020

Work Session: February 17, 2020

First Reading: N/A

Final Adoption: February 18, 2020

Staff Work By: Adrienne Batara

Presentation By: Adrienne Batara

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee State Complete Count Committee for the 2020 Census has approved \$250,000 in grant funds to be disbursed across the state of Tennessee, given in amounts determined by a grant application. There is no match for the funds. The intent to apply for the grant deadline was February 5 and the application deadline was February 12.

The grant funds will help cover the cost of promoting the census within the City of Kingsport/Sullivan County. Promotional efforts include social media campaigns, a direct mailer, promoting census events, and radio and TV advertising. Funds will also help cover the cost of printing flyers and handouts for community outreach partners and locations.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE TENNESSEE STATE COMPLETE COUNT COMMITTEE AND TO AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

WHEREAS, the city applied for a grant from the Tennessee State Complete Count Committee; and

WHEREAS, if awarded, the grant funds will be used for promotion of the census in Kingsport; and

WHEREAS, the grant is in the amount up to \$250,000.00, which will be spread throughout the state, and with no matching funds required.

Now therefore,

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

SECTION I. That the application submitted on February 12, 2020, for a grant funds from the Tennessee State Complete Count Committee, in an amount up to \$250,000.00 with no matching funds required is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee State Complete Count Committee, in an amount up to \$250,000.00 with no matching funds required.

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

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

ADOPTED this the 18th day of February, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve an Amendment to Existing Agreement with Source Technologies, LLC for Odor and Corrosion Control at Sewer Lift Stations

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

Action Form No.: AF-39-2020
 Work Session: February 17, 2020
 First Reading: N/A

Final Adoption: February 18, 2020
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Hydrogen Sulfide (H₂S) is the primary cause of sewer odors and pipe corrosion. Hydrogen sulfide is formed from naturally occurring sulfates in sewer. In oxygen-poor environments, such as long force mains, bacteria turn all the accumulated sulfates turn to sulfide, and ultimately to corrosive sulfuric acid. If not controlled, H₂S can cause objectionable sewer odors and corrode pipes leading to premature replacement or catastrophic failures.

The BMA approved a sole source agreement with Source Technologies on December 20, 2016 for odor and corrosion control at the sewer lift stations. There is no cost increase from the previous year. The estimated annual cost for odor/corrosion is \$71,000, which exceeds the City's procurement requirement for bidding services greater than \$50,000. It is staff's recommendation to amend the existing agreement through December 20, 2021. Funding is identified in the sewer operating budget.

Attachments:

1. Resolution
2. Source Technology Proposal

Funding source appropriate and funds are available: *PM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING RENEWAL OF AN AGREEMENT WITH SOURCE TECHNOLOGIES, LLC FOR ODOR AND CORROSION CONTROL AT SEWER LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, hydrogen sulfide (H₂S) is the primary cause of sewer odors and pipe corrosion; and

WHEREAS, hydrogen sulfide is formed from naturally occurring sulfates in sewer; and

WHEREAS, in oxygen-poor environments, such as long force mains, bacteria turn all the accumulated sulfates turn to sulfide, and ultimately to corrosive sulfuric acid; and

WHEREAS, if not controlled, H₂S can cause objectionable sewer odors and corrode pipes leading to premature replacement or catastrophic failures; and

WHEREAS, the board of mayor and aldermen approved a sole source agreement with Source Technologies on December 20, 2016, for odor and corrosion control at the sewer lift stations; and

WHEREAS, the agreement included a renewal option that allows the city to continue service for an additional year if costs are acceptable to both parties; and

WHEREAS, there is no cost increase from the previous year; and

WHEREAS, the estimate annual cost for odor/corrosion is \$71,000.00, which exceeds the city's procurement requirement for bidding services greater than \$50,000.00; and

WHEREAS, it is the recommendation of the public works department to extend the agreement for two additional years; and

WHEREAS, funding for the agreement is identified in the sewer operating budget.

Now therefore,

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

SECTION I. That the renewal option in the agreement with Source Technologies, LLC for two additional years is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Source Technologies, LLC, to extend the current agreement for two additional years, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement of this resolution, said agreement being generally as follows:

**Proposal for the Elimination of Odor and Corrosion for the City of Kingsport at the Old Mill
Pump Station and Hemlock on the Bank Pump Station
Submitted by Drew Kirby
Source Technologies, LLC
February 4, 2020**

Old Mill Pump Station

Site Background

The City of Kingsport's Old Mill Pump Station and Force main consists of 22,938 linear feet of 14 inch pipe. There is an estimated daily flow of 230,000 GPD and a detention time of approximately 19.1 hours.

Product Background

Source Technologies, LLC (Source) proposes the ETX Process for the primary treatment of hydrogen sulfides in the Old Mill force main. The ETX Process, developed by Source Technologies is an efficient, cost-effective, advanced oxidation process for treatment of sulfonated organics in wastewater and bio-solids where detention times range from 4-36 hours.

The ETX Process can be employed in a variety of ways and is easily adaptable to existing treatment systems. Application of the ETX Process is very straightforward, requiring metering of the ETX catalyst with an Oxidant, in this case Hydrogen Peroxide (H_2O_2) into the targeted wastewater with adequate mixing. The reaction occurs quickly thereafter.

Experience has demonstrated that the ETX Process is particularly efficient for treatment of sulfides in this detention time range for municipal and industrial applications. The cost of sulfide treatment using the ETX Process for this detention time range is the ***lowest in the industry*** as compared to all currently available technology.

Chemical Cost

Estimated Daily Cost

Old Mill Pump Station #203

\$160.21/day

Feed rate ETX 17.8 GPD est. (\$6.00 per gal.)

Feed rate H_2O_2 8.90 GPD est. (\$6.00 per gal.)

The feed rates will fluctuate up and down throughout the year based on sulfide levels but should average out at approximately what is stated above. Source will inform the City of Kingsport if they see that feed rates need to be increased more than projected and will get approval first before increasing them. Maximum yearly expense not to exceed \$65,000 for Old Mill.

Service Agreement

Source will provide all service and maintenance on all the equipment they provide. This will include all chemical fills which are estimated to occur every 3-4 months. A pre-approved monthly report on performance will also be submitted.

Contract Agreement

Source proposes a two year contract that renews automatically for two additional years as long as performance remains at the agreed upon specification. The City of Kingsport has the right to terminate this agreement with just cause of lack of performance by Source Technologies.

ETX and H_2O_2 are blended using some commodity ingredients. As such, the price for each chemical can fluctuate somewhat depending on fluctuations in commodity prices and the cost of fuel. Source reserves the right to pass major cost increases to its customers. While we do not anticipate major fluctuations from the prices from the original quote, Source will notify the City of Kingsport in writing if a change in price is forthcoming. With any price increase the City of Kingsport maintains the right to end their contract with Source Technologies.

Monthly Monitoring

As a part of Kingsport's odor control and H_2S program, the city has requested monthly odor control monitoring. This monitoring will include hanging an oda log at two locations for 5-7 days per month and taking a water sample to test for sulfides in solution at both locations once per month. The oda log graphs, water sample results and any odor complaints will be included in the monthly report that is currently being submitted. Sites will be selected based on odor complaints, sewer detention time, and manhole inspections.

Monthly Cost

Two sites designated by the City staff

\$250 / site/ month

Total

\$500 / month

*If the City of Kingsport decides to start treating monitored sites, the monitoring will be included at no additional charge.

Please feel free to contact me should you have any questions. We look forward to working with you on this project.

Respectfully,
Drew Kirby
Project Manager

Note: This proposal is valid for 30 days.

Approval to Proceed by the City of Kingsport of Kingsport, TN

[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 18th day of February, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**Proposal for the Elimination of Odor and
Corrosion for the City of Kingsport at the Old
Mill Pump Station and Hemlock on the Bank
Pump Station**

**Submitted by Drew Kirby
Source Technologies, LLC**

February 4, 2020

Technology for a cleaner environment

Old Mill Pump Station

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Monthly Cost

Two sites designated by the City staff	\$250 / site/ month
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Total	\$500 / month
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*If the City of Kingsport decides to start treating monitored sites, the monitoring will be included at no additional charge.

Please feel free to contact me should you have any questions. We look forward to working with you on this project.

Respectfully,

Drew Kirby
Project Manager

Note: This proposal is valid for 30 days.

Approval to Proceed by the City of Kingsport of Kingsport, TN

Print

Signature of Authorized Agent



AGENDA ACTION FORM

Extending the Bid Award for Rental Uniforms Mats and Mops

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

Action Form No.: AF-36-2020
 Work Session: February 17, 2020
 First Reading: N/A

Final Adoption: February 18, 2020
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on February 24, 2016 for the purchase of Rental Uniforms, Mats & Mops Services for use by various departments throughout the City.

The bid invitation was publicly advertised on February 7, 2016 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department's website for a time period of 18 calendar days. Bids were received from five potential vendors. The estimated annual cost for these services is \$55,000.

Recognizing the substantial investment the awarded vendor must make, the initial bid award was for two years with a renewal option for an additional 3 years in one year increments. Our current supplier, Cintas Corporation, has agreed to extend our current pricing for uniforms, mats & mops for an additional year with no increase. After soliciting feedback from various user departments the consensus is to renew the award with our current supplier.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

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 EXTENDING THE BID AWARD FOR THE PURCHASE OF RENTAL UNIFORMS, MATS & MOPS SERVICE TO CINTAS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, the board awarded the bid for the purchase of rental uniforms, mats and mops service for use by various departments throughout the city to G&K Services on February 24, 2016; and

WHEREAS, since that time, G&K Services has been bought by Cintas Corporation, which continued the bid terms with the city; and

WHEREAS, the initial term of the bid was for two years, with the option to renew for an additional three years in one year increments with no increase in cost; and

WHEREAS, staff would like to renew the bid at an annual cost of \$55,000.00; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bid for the purchase of rental uniforms, mats and mop services, at an estimated annual cost of \$55,000.00, with Cintas Corporation is renewed, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 18th day of February, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
February 24, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Tim Elsea, Traffic Engineer

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

The Procurement Manager opened with the following bids:

RENTAL UNIFORMS, MATS & MOPS					
Item #	G & K Services	Aramark Uniform Services	Unifirst Corp.	Tri-City Janitorial Supply	Cintas
	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price/Weekly
1	.26	.29	.358	No Bid	4.30
2	.12	.13	.139	No Bid	2.00
3	.14	.16	.219	No Bid	2.30
4	.20	.24	.423	No Bid	.84
5	.70	.77	.751	No Bid	8.55
6	.45	.90	1.02	No Bid	2.00
7	No Bid	.54	.46	2.09	*1.23
8	.48	.54	.61	2.29	1.23
9	.53	.72	.92	2.79	*1.46
10	.78	.78	1.22	2.99	*1.46
11	.95	.91	1.53	3.29	*1.92
12	1.20	1.07	No Bid	No Bid	*1.92
13	1.40	1.98	No Bid	3.89	*3.06
14	1.40	1.98	2.30	3.89	3.06
15	2.40	3.88	3.67	4.57	3.78
16	7.25	5.20	4.59	28.98	*4.50
17	.03	.08	.082	.32	*.07
18	.05	.19	.102	3.89/lb.	*.12
19	.05	.19	.112	69.89/25 lb.	*.12

*Cintas -- See Bid.

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

Eichmann, Nikisha

From: Goodall, Jeffrey <GoodallJ@cintas.com>
Sent: Wednesday, December 04, 2019 2:43 PM
To: Eichmann, Nikisha
Subject: Re: Renewal

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Nikisha

We are willing to hold the current pricing for another year. Could you send me the document you referenced concerning the renewal for 3 years? I was not the service manager who submitted our last bid, and I would like a copy for my records. Also, could I meet with you sometime, to discuss other products you may have a need for?

Please let me know what else you may need from me.

Thank you

Get [Outlook for iOS](#)

From: Eichmann, Nikisha <NikishaEichmann@KingsportTN.gov>
Sent: Monday, December 2, 2019 11:38:31 AM
To: Goodall, Jeffrey <GoodallJ@cintas.com>
Subject: Renewal

[EXTERNAL]

Good morning Jeff,

I have reached out to our departments about renewing with Cintas for another year and they all want to renew. I have pulled the documents from when we last put this out to bid. We had an option for a renewal for 3 years and this year will be the last year we can renew. The following year we will have to put it out to bid. Would you all be willing to hold the pricing for another year from 3/15/20-3/14/21?

Thanks,

Nikisha Eichmann

Assistant Procurement Manager

City of Kingsport

P: 423-229-9314

NikishaEichmann@KingsportTN.gov



225 W. Center St

Kingsport TN, 37660

www.kingsporttn.gov

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AGENDA ACTION FORM

Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Edinburgh South Phase 3 Development

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

Action Form No.: AF-32-2020
Work Session: February 17, 2020
First Reading: N/A

Final Adoption: February 18, 2020
Staff Work By: David Harris
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

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

Pursuant to the policy, the BMA entered into Materials Agreements with The Edinburgh Group, LLC related to Edinburgh South Phase 3 (AF-230-2019) in the amount of \$38,378.10. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$35,631.30.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 542 Building Permits and 476 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawing
5. Development Chart

Funding source appropriate and funds are available *gm*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC
FOR EDINBURGH PHASE 3

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Edinburg Group, LLC entered into a Materials Agreement in the total amount of \$38,378.10, with the city for provision of certain water and sewer materials by the city for Edinburg, Phase 3; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$35,631.30 for Edinburg, Phase 3; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Edinburg Group, LLC in the amount of \$35,631.30 for Edinburg, Phase 3, is approved.

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

ADOPTED this the 18th day of February, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement

Project: Edinburgh South Phase 3
 Date: February 6, 2020
 Developer: Edinburgh Group, LLC

File No.: 2019-D18

Water Line

Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	60.00	Joints	\$268.92	\$16,135.20
42120	4' Bury Hydrant	2.00	each	\$1,573.59	\$3,147.18
42325	6" Gate Valve	2.00	each	\$472.00	\$944.00
42335	8" MJ Gate Valve	9.00	each	\$750.07	\$6,750.63
42100	8x8x8 MJ Tee	2.00	each	\$117.90	\$235.80
43031	8x8x6 Anchor Tee	2.00	each	\$113.52	\$227.04
41794	8" Plug w/ 2" Tap	3.00	each	\$59.73	\$179.19
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$98.70	\$197.40
42525	8" D.I. MJ 45° Bend	2.00	each	\$64.68	\$129.36
Project #	WA2051				
Expense To:					
Project Total	451-0000-605-9003				\$27,945.80
Sales Tax	451-0000-207-0201			9.50%	\$2,654.85
	Total Cost Including Tax				\$30,600.65
	Amount Paid and Receipted To:				
Contractor Paid	451-0000-208-1250				\$28,317.99
Sales Tax:	451-0000-207-0201			9.50%	\$2,690.21
	Total Cost Including Tax				\$31,008.20
	Sales Tax Adjustment				-\$35.36
Water	Refund Due Developer				\$28,353.35



Materials Agreement

Project: Edinburgh South Phase 3
 Date: February 6, 2020
 Developer: Edinburgh Group, LLC

File No.: 2019-D18

Sanitary Sewer

Item #	Item Description	Units	U/M	Price	Total
45112	Manhole Frame & Covers JBS 1268	4.00	each	\$241.95	\$967.80
Project #	SW2051				
Expense To:					
Project Total	452-0000-606-9003				\$967.80
Sales Tax	452-0000-207-0201			9.50%	\$91.94
	Total Cost Including Tax				\$1,059.74
	Amount Paid and Receipted To:				
Contractor Paid	452-0000-208-1250				\$6,730.50
Sales Tax:	452-0000-207-0201			9.50%	\$639.40
	Total Cost Including Tax				\$7,369.90
	Sales Tax Adjustment				\$547.46
Sewer	Refund Due Developer				\$7,277.96
Total Refund					\$35,631.30

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Lipoma
 Date: 2-13-2020

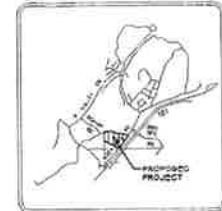
City of Kingsport Inspector: Dwight Roller
 Date: 2-13-20

Developer: John P. Latack
 Date: 2-14-2020

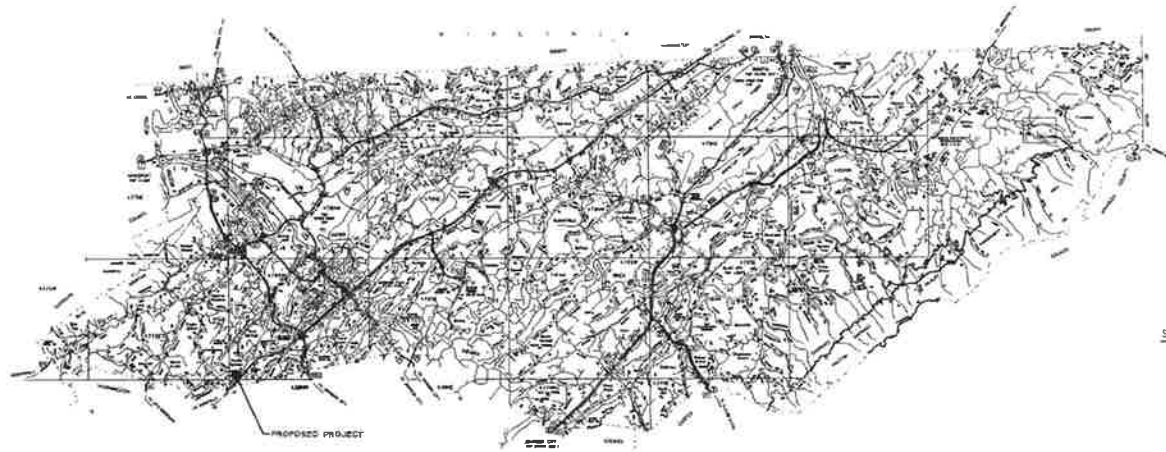


EDINBURGH SOUTH - PHASE III THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP
N.T.S.



SULLIVAN COUNTY
TENNESSEE

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
COVER	COVER
SP-1	ROADWAY AND SIDEWALK DETAILS
SP-2	OVERALL SITE PLAN
SP-3	SITE ROADWAY LAYOUT AND STAKING PLAN
SP-4	SITE GRADING AND DRAINAGE PLAN
SP-5	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
SP-6	SITE STORM DETAILED
SP-7	SANITARY SEWER UTILITIES PLAN
SP-8	STREET PROFILES AND UTILITIES PROFILES - SANITARY SEWER
SP-9	SITE UTILITIES DETAILS - SANITARY SEWER
SP-10	WATER UTILITIES PLAN
SP-11	SITE UTILITIES DETAILS - WATER
SP-12	EROSION CONTROL PLAN
SP-13	EROSION CONTROL DETAILS
SP-14	SWPPP NARRATIVE AND SEEDING SCHEDULES



SPODEN & WILSON
CONSULTING ENGINEERS
338 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37660
Phone: (423) 246-1181 Fax: (423) 246-0662
email: sweng@spodenwilson.com

SET NO. _____

DATE: 08-20-2010
FILE NO: 16090

PROVIDE THE OWNER WITH A COPY OF ALL WORKS DONE ON THIS PROJECT. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.

PROVIDE THE OWNER WITH A COPY OF ALL WORKS DONE ON THIS PROJECT. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.

PROVIDE THE OWNER WITH A COPY OF ALL WORKS DONE ON THIS PROJECT. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.

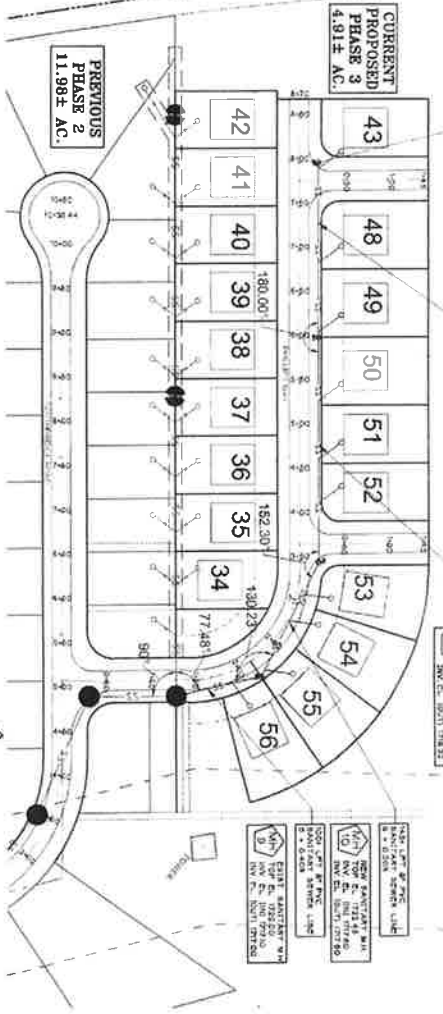


TABLE 1: EXISTING MANHOLE DATA

Manhole ID	Location	Depth (ft)	Structure	Notes
34	Lot 34	4.0	Concrete	Existing
35	Lot 35	4.0	Concrete	Existing
36	Lot 36	4.0	Concrete	Existing
37	Lot 37	4.0	Concrete	Existing
38	Lot 38	4.0	Concrete	Existing
39	Lot 39	4.0	Concrete	Existing
40	Lot 40	4.0	Concrete	Existing
41	Lot 41	4.0	Concrete	Existing
42	Lot 42	4.0	Concrete	Existing
43	Lot 43	4.0	Concrete	Existing
48	Lot 48	4.0	Concrete	Existing
49	Lot 49	4.0	Concrete	Existing
50	Lot 50	4.0	Concrete	Existing
51	Lot 51	4.0	Concrete	Existing
52	Lot 52	4.0	Concrete	Existing
53	Lot 53	4.0	Concrete	Existing
54	Lot 54	4.0	Concrete	Existing
55	Lot 55	4.0	Concrete	Existing
56	Lot 56	4.0	Concrete	Existing

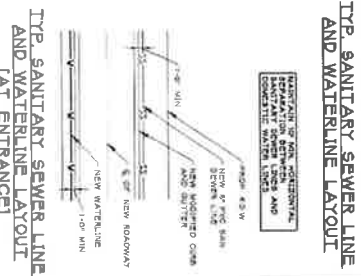


TABLE 2: SANITARY SEWER LINE DATA

Line ID	Location	Depth (ft)	Structure	Notes
1	Lot 34	4.0	Concrete	Existing
2	Lot 35	4.0	Concrete	Existing
3	Lot 36	4.0	Concrete	Existing
4	Lot 37	4.0	Concrete	Existing
5	Lot 38	4.0	Concrete	Existing
6	Lot 39	4.0	Concrete	Existing
7	Lot 40	4.0	Concrete	Existing
8	Lot 41	4.0	Concrete	Existing
9	Lot 42	4.0	Concrete	Existing
10	Lot 43	4.0	Concrete	Existing
11	Lot 48	4.0	Concrete	Existing
12	Lot 49	4.0	Concrete	Existing
13	Lot 50	4.0	Concrete	Existing
14	Lot 51	4.0	Concrete	Existing
15	Lot 52	4.0	Concrete	Existing
16	Lot 53	4.0	Concrete	Existing
17	Lot 54	4.0	Concrete	Existing
18	Lot 55	4.0	Concrete	Existing
19	Lot 56	4.0	Concrete	Existing





OFFICE OF THE
SHERIFF

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Journal of Internal Medicine 247: 395–401

TCRα

1	00000000	0
2	00000001	01
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6	00000101	01
7	00000110	00
8	00000111	01
9	00001000	00
10	00001001	01
11	00001010	00
12	00001011	01
13	00001100	00
14	00001101	01
15	00001110	00
16	00001111	01
17	00010000	00
18	00010001	01
19	00010010	00
20	00010011	01
21	00010100	00
22	00010101	01
23	00010110	00
24	00010111	01
25	00011000	00
26	00011001	01
27	00011010	00
28	00011011	01
29	00011100	00
30	00011101	01
31	00011110	00
32	00011111	01
33	00100000	00
34	00100001	01
35	00100010	00
36	00100011	01
37	00100100	00
38	00100101	01
39	00100110	00
40	00100111	01
41	00101000	00
42	00101001	01
43	00101010	00
44	00101011	01
45	00101100	00
46	00101101	01
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52	00110011	01
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55	00110110	00
56	00110111	01
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58	00111001	01
59	00111010	00
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62	00111101	01
63	00111110	00
64	00111111	01
65	01000000	00
66	01000001	01
67	01000010	00
68	01000011	01
69	01000100	00
70	01000101	01
71	01000110	00
72	01000111	01
73	01001000	00
74	01001001	01
75	01001010	00
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83	01010010	00
84	01010011	01
85	01010100	00
86	01010101	01
87	01010110	00
88	01010111	01
89	01011000	00
90	01011001	01
91	01011010	00
92	01011011	01
93	01011100	00
94	01011101	01
95	01011110	00
96	01011111	01
97	01100000	00
98	01100001	01
99	01100010	00
100	01100011	01
101	01100100	00
102	01100101	01
103	01100110	00
104	01100111	01
105	01101000	00
106	01101001	01
107	01101010	00
108	01101011	01
109	01101100	00
110	01101101	01
111	01	



JOHN SULLIVAN

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed.

STORM SANITARY & WATER AS-BUILT
GIBSON SPRINGS PHASE I
KINGSPOST TECHNOLOGY

[illegible]

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	15	15	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 200	187	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			Open
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			Open
	Edinburgh South Phase I	23	\$36,694.42	11/1/2016			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	42	39	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	15	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	53	36	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	6	5	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	42	35	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 58	52	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	42	41	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	4	3	Closed
	TOTAL	851	\$1,343,628.80		542	476	

Revised 02/05/2020



AGENDA ACTION FORM

Enter an Agreement with the Tennessee Main Street Program

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

Action Form No.: AF-42-2020
 Work Session: February 17, 2020
 First Reading: NA

Final Adoption: February 18, 2020
 Staff Work By: Committee
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport is a long standing member of the Tennessee Main Street Program. Through this membership our City, and the downtown businesses, enjoy a variety of benefits such as; training and promotional activities, technical assistance, use of the name and logo, economic development opportunities, and the opportunity to seek annual accreditation from the National Main Street Center.

Approval of this resolution will authorize the Mayor to sign a letter of agreement for Program Policies and Services through the Tennessee Main Street Program.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE MAIN STREET PROGRAM, A PROGRAM OF THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND A COORDINATING PARTNER OF THE NATIONAL MAIN STREET CENTER 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 has been a long standing member of the Tennessee Main Street Program; and

WHEREAS, this membership allows the city and downtown businesses have a variety of benefits, including training and promotional activities, technical assistance, use of name and logo, economic development opportunities and the opportunity to seek annual accreditation from the National Main Street Center; and

WHEREAS, the city would like to execute a Letter of Agreement with the Tennessee Main Street Program, for program policies and services.

Now therefore,

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

SECTION I. That a Letter of Agreement with the Tennessee Main Street Program 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 Letter of Agreement with the Tennessee Main Street Program 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:

LETTER OF AGREEMENT

This letter of agreement is entered into by the Tennessee Main Street Program, a program of the Tennessee Department of Economic and Community Development and coordinating partner of the National Main Street Center, and the community/local organization listed below.

This letter of agreement confirms the participation of the local community and the local Main Street™ organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, and to seek annual accreditation from the National Main Street Center.

The Tennessee Main Street program, represented by the state coordinator and representatives of the Tennessee Department of Economic and Community Development (ECD), will provide services to the following organization:

Local Main Street Organization Downtown Kingsport Association

Address 400 Clinchfield Street, Ste. 100

City Kingsport, Tennessee Zip Code 37660

Organization/ primary contact email address Rcleary@downtownkingsport.org

Telephone 423-392-8822

FAX _____

Website downtownkingsport.org

Non-profit status _____ FEIN Number 81-2175094
Manager/Director Robin Cleary Executive Director Hire date 11/1/2019

Board of Directors:

President Greg Perdue

Term expires 12/31/2020

Vice President _____

Term expires _____

Secretary Jud Teague

Term expires: standing position

Treasurer Billy Robinson

Term expires 12/31/2020

Policies and Procedures

The local Main Street America™ organization (as named in this agreement) shall comply with the following policies and procedures set forth by the Tennessee Main Street Program:

A. Submission of an Annual Report to the Tennessee Main Street Program based on the **National Main Street Center's Standards of Performance for Recognition**. The annual report determines program designation by the State of Tennessee who will use the report to recommend national accreditation for the program to the National Main Street Center. This report shall be submitted by the local organization upon request and reviewed by the Tennessee Main Street Program staff. It should clearly demonstrate:

- Broad-based community support for the revitalization effort
- Effective mission and vision statements
- A comprehensive annual work plan grounded in the Four-Point Approach™
- A preservation ethic as it relates to downtown revitalization
- An active board of directors and committees
- Sufficient and sustainable finances
- A paid, professional manager/director
- Participation in on-going training and education
- Accurate reporting of annual reinvestment statistics
- Current membership in the National Main Street Center

B. Provision of professional staff (manager/director) for the local Main Street America™ organization. This may be full-time or part-time, depending on community size and resources, though full-time is recommended. In the event the local Main Street America™ organization manager/director position is vacated during the term of this agreement, the local program agrees to fill the position within a reasonable amount of time and with a person meeting the qualifications for professional staff. The Tennessee Main Street Program reserves the right to suspend or cancel designation if the position is vacated for more than six (6) months. Upon filling the position, the local program will be required to send the new Main Street America™ manager/director to new manager training offered in conjunction with the quarterly managers' meetings.

C. Agree to send a representative (manager/director or board member) to attend a minimum of three quarterly managers' meetings or approved conferences (Tennessee ECD Governor's Conference or National Main Street Conference) during the calendar year. At least one of the three required meetings should be a quarterly manager's meeting.

D. Use of the Tennessee Main Street Program street signage and logo as stated in the **Logo and Signage Usage** section. All designated communities must display at least one Tennessee Main Street sign 18" x 24" or larger in a visible public location to identify participation in the program.

E. Acknowledgement of Tennessee Main Street Program assistance in projects when applicable and in an appropriate method (publications, media, etc.).

Program Services

The Tennessee Main Street Program provides many services to assist designated communities. This ranges from working with newly designated programs on developing core competencies to helping mature programs maintain focus and effectiveness. The Tennessee Main Street program agrees to provide the following services to the designated local Main Street™ organization:

A. Training opportunities to further understanding of the Four-Point Approach™ to downtown revitalization and management, including critical tools such as design and economic strategies, market-driven promotions and organizational functions. Tennessee Main Street organizes four (quarterly) managers' meetings each calendar year, three of which are held in rotating designated communities in each of the state's grand divisions (east, middle, west).

B. Guidance and resources for the manager/director and board president. This may include telephone and email consultation, access to the Tennessee Main Street reference library and files, select publications and regular communication of important materials.

C. Facilitate media coverage of the Tennessee Main Street Program through state press releases, the www.TennesseeMainStreet.org website, a reinvestment statistics flyer, and other sources as appropriate.

D. Comprehensive review of the Annual Designation Report, collecting and publishing the

annual reinvestment statistics to illustrate the economic impact of all designated Tennessee Main Street programs (and communicate those results to the National Main Street Center), and provide recommendations for program improvement as needed.

E. Make on-site visits as needed to monitor local programs and provide technical assistance to the staff, committees and board members. The Tennessee Main Street Program Director will visit each designated community at least once during the calendar year.

F. Promote the local, state and national Main Street™ programs through public presentations, community meetings and partnership development in order to serve as a statewide resource for downtown revitalization and management strategies.

Logo and Signage Usage

The Tennessee Main Street logo (illustrated on the left) and signage is for use by programs and communities that have received designation from the Tennessee Main Street Program and Tennessee Department of Economic and Community Development.

The National Main Street Center owns the trademark for the Phrase "Main Street America" as it applies to the revitalization of traditional and historic commercial districts. The NMSC allows state and local coordinating programs involved in the revitalization of these commercial districts based upon the National Main Street Center's "Four Point Approach" to use the name "Main Street" to describe their programs.

If a program and community are no longer designated by the Tennessee Main Street program, all usage of the Tennessee Main Street name, logo and signage are prohibited. References to Tennessee Main Street (website, street signage, etc.) must be removed from public viewing and use.

Termination

Should the local Main Street America™ organization be unwilling or unable to meet the terms of this agreement, the Tennessee Main Street Program may no longer grant state level designation. Under those circumstances, the Tennessee Main Street Program Director will send a written report identifying the issues and providing guidance on how to proceed within a specified period of time. If the local Main Street America™ program fails to make the recommended corrections, the Letter of Agreement with the local program will be terminated and the program will lose Tennessee Main Street Program designation. After the local Main Street Program Letter of Agreement is terminated, the community must reapply through the new program application process.

Signatures

I (we), the undersigned, on behalf of our community and local Main Street™ organization, have read and agreed to the Letter of Agreement with the Tennessee Main Street Program and acknowledge that the above organization is an active participant in the Tennessee Main Street Program and meets all criteria of designation and understand that if the organization is no longer designated, usage of the name and logo must cease and community signage must be returned to the Tennessee Department of Economic and Community Development.

[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 18th day of February, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Amend Professional Services Agreement with Hazen and Sawyer

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

Action Form No.: AF-38-2020
 Work Session: February 17, 2020
 First Reading: N/A

Final Adoption: February 18, 2020
 Staff Work By: Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On January 19, 2017 The City entered into an agreement with Hazen and Sawyer to design and prepare all documents associated with the rebuild of the 1960's vintage West Kingsport Sewer Lift Stations including the replacement of sanitary sewer line along River Edge Drive to phase out the Pendragon Sewer Lift Station. Bids were received far exceeding the project budget and rejected on May 21, 2019 by the BMA. Subsequently, the overall project was broken into two separate projects. The higher priority project, West Kingsport Sewer Lift Station Rebuild, was later bid and awarded to J. Cumby Construction on November 5th, 2019 for \$5,963,000.

J. Cumby Construction has mobilized and is preparing to begin construction immediately with work to be complete by December 2020. The proposed amendment to Hazen and Sawyer's design contract includes the tasks of resident project inspection as well as the cost associated with breaking the larger project into the smaller project and rebidding services. The contract including the proposed amendment is well within the percentage range acceptable of the construction project. A budget ordinance is requested to transfer \$213,000 from SW2001 to SW1708 West Kingsport SLS Replacement.

Original Engineering Contract Amount	\$380,300
Proposed Amendment #1	\$212,300
Proposed Contract Amount	\$592,600

Attachments:

1. Resolution
2. Amendment

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in January, 2017, the board approved a resolution authorizing the mayor to sign an agreement with Hazen and Sawyer to design and prepare all documents associated with the rebuild of the 1960's vintage West Kingsport Sewer Lift Stations including the replacement of sanitary sewer line along River Edge Drive to phase out the Pendragon Sewer Lift Station; and

WHEREAS, the project was large, and it was broken up into two separate projects; and

WHEREAS, the first project is about to begin construction, and the city would like to work with Hazen and Sawyer to design the second project; and

WHEREAS, the funds for the amendment are available in SW2001 after the second reading of the ordinance on March 3, 2020.

Now therefore,

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

SECTION I. That an amendment to the agreement with Hazen and Sawyer is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Hazen and Sawyer and appropriation of funds and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 18th day of February, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615.783.1515

January 17, 2020

Ms. Niki Ensor, P.E.
Water/Wastewater Manager
City of Kingsport
620 W. Industry Dr.
Kingsport, TN 37660

**Re: Amendment Request
Amendment 1 – West Kingsport PS and Forcemain Improvements**

Dear Niki:

Hazen originally began work on the West Kingsport PS and Forcemain Improvements project in February 2013. Various changes were required during the project. These included changing the approach to address capacity needs and the need to delay the project due to funding.

Design of the project was completed, and the project was advertised for construction on March 24, 2019. Bids were opened on April 25, 2019. All bids received were in excess of funding available for the work. Therefore, the City determined the best course of action was to break the project into two separate projects and rebid the more critical improvements needed at the West Kingsport PS.

Hazen was tasked with breaking the project into two separate projects, with a focus on the West Kingsport PS Improvements. This required that the design drawings and specifications be broken up to only include relevant information regarding the West Kingsport PS portion of the work. Hazen completed repackaging and submitted the revised project to TDEC for approval on August 2, 2019.

The project was rebid on September 8, 2019 and bids were opened on October 8, 2019. A responsive low bid was received and the construction notice to proceed date is February 3, 2020.

This letter is intended to outline our request for Amendment 1 to our contract for services associated with repackaging, rebidding and increased funding for construction phase services. The following sections provide details regarding our request for amendment.

Finalizing easement documents for original design: Prior to the original bid date, the project required more effort than originally anticipated and budgeted for easement acquisition support. Since the project developed over multiple years, property owners in the vicinity of the project utilized the areas originally envisioned for the pipeline project. Thus, additional redesign and easement acquisition activities were required to accommodate the changed conditions. This effort was performed between January 2, 2018 and January 10, 2019, required an additional 87.5 hours and a cost of \$23,500 for time and expenses.

Finalizing Bidding documents for original design and Bidding: Based on onsite meetings with property owners a portion of the Ridgefields gravity sewer alignment had to be changed to acquire easements. This additional work along with final QA/QC was required prior to submitting documents to TDEC for approval and issuing bid documents for construction. It was performed between February 1,

2019 and April 30, 2019, required an additional 268.75 hours and a cost of \$43,400 for time and expenses.

Redesign and permitting: Hazen evaluated the original bid package to determine cost savings, remove the Ridgefields portion of project and prepare a set of plans and specifications to include only the West Kingsport Pump Station and Forcemain. Hazen completed this work and re-submitted and coordinated necessary permits for the new project. This effort was performed between May 1, 2019 and August 31, 2019 required an additional 197 hours and a cost of \$35,700.

Project rebid: Bid phase services during the second bid occurred between the date of rebid on September 8, 2019 and bid award on November 5, 2019. This effort required an additional 94 hours and a cost of \$16,100.

Construction Phase Services: The original project scope and fee anticipated a nine-month construction duration. After design was complete, the duration was modified to anticipate a twelve-month construction duration. Further, the original hourly rate for a Resident Project Representative (RPR) was \$65, which was to be supplied by a sub-consultant. However, a more experienced inspector is warranted for the project. We request that the hourly rate for RPR be increased to \$110 to provide a Hazen inspector with the proper level of experience. Based on a 40-hour work week for the 12-month duration of construction this represents an increase in RPR cost of \$93,600.

Summary: In summary, Hazen requests a total fee increase of \$212,300 for the services described.

We appreciate your consideration of this request and look forward to working with Kingsport to carry the project through the construction phase. Please let me know if you have questions or if additional information or details would be beneficial.

Sincerely,
Hazen and Sawyer



Michael Orr, P.E.
Project Manager

cc: Scott Woodard