



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, November 16, 2020, 4:30 p.m.
City Hall, 225 W. Center St., Council Room**

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. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.
4. Move to Kingsport – Jeff Fleming
5. TIF Discussion – Joel Conkin
6. Review of Items on November 3, 2020 Business Meeting Agenda
7. Adjourn

Next Work Session November 30: Safety Update; Transit Study Recommendations

BMA Report, November 16, 2020



Kingsport Employee Wellness, George DeCroes

	01/01/2020 – 10/31/2020	11/01/2020 – 11/10/2020
Total Utilization	84.9%	76.2%
City – Active Employees	65.2%	72.1%
City – Dependents	30.1%	19.8%
City – Retirees	0.5%	0.0%
Extended-Patient Services/Other	0.3%	5.4%
Work Comp	0.4%	0.0%
No Show	3.5%	2.7%

Worker's Compensation, Mike Billingsley

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

City of Kingsport

November 17, 2020

Project Status in Pictures

1 Riverfront Parking Facility

The concrete work, including the curbs and sidewalk, is complete.

3 West Kingsport Pump Station

Exterior work on the pump station continues.



2 West Kingsport Force Main

Crews are currently working on excavating for pipes near the former River Brews building.

4 Sewer Rehab Project

Crews are working to install new inflow and infiltration piping on Radcliffe Avenue.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$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	Appraisals for 11 of 12 properties affected were received 9/4/2020.
\$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.	2/2/2021	Wet well pre-work inspection complete - results favorable. FM E/I/B continues down Greenbelt. Demo still ongoing inside pump station.
\$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 still working on NEPA document.
\$2,508,812.00	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.	5/18/2021	TEC on site hooking up temporary power and laying out conduit
\$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	NEPA documents submitted to TDOT on 7/6/2020.
\$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	Architect is working on plans and having discussions with staff.
\$2,225,522.00	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	2/26/2021	LED lighting fixtures being installed.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	9/3/2021	Contractor plans to begin work the second week of November.
\$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	NEPA document has been submitted to TDOT and going thru their review process.
\$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	Pleasant View Baptist lateral tied in to new line.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$699,000.00	Niki Ensor	Hillcrest & Allandale Water Storage Tank Rehabilitation	Will be a partial rehabilitaion Allandale tank and a full rehabilitation of Hillcrest Tank.	1/3/2021	Materials for mixing system for Hillvrest have now been moved back to NOV. 11th delivery.
\$670,291.15	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to nearPinebrook Drive where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Work is underway. Contractor started on Phase 2 end of project.
\$461,607.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	5/28/2021	Ongoing work in vicinity of intersection with Rufus Road. Grading, concrete placement, and drainage work ongoing.
\$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 are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$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
\$197,791.00	Kitty Frazier	Riverfront Parking Facility	Construction of a 23 space parking lot on the south side of Industry Drive.	11/30/2020	Concrete work nearly complete. CenturyLink in process of relocating their pole. Asphalt paving remains.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, November 17, 2020, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom**

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 – Led by Girl Scout Troop 463

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

III.A. ROLL CALL

III.B. A determination by the board that meeting electronically with limited physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.

IV.A. RECOGNITIONS & PRESENTATIONS

1. NACWA, Peak Performance Award (Niki Ensor to be recognized)

IV.B. APPOINTMENTS

1. Reappointments to the Board of Zoning Appeals (AF: 196-2020) (Mayor Shull)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – November 2, 2020
2. Business Meeting – November 3, 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

None

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriate \$20,800 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding (AF: 286-2020) (David Quillin)
 - Ordinance – Second Reading and Final Adoption
2. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 293-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of Nine (9) AWD Marked Police Pursuit Package SUV (AF: 297-2020) (David Quillin, Steve Hightower)
 - Resolution
2. Awarding the Bid for the Purchase of One (1) 25 Passenger Cutaway Mini Bus (AF: 298-2020) (Chris McCartt, Steve Hightower)
 - Resolution
3. Release of All Claims for Direct Insurance Company and Its Insured Aaron Cook for Partial Payment for Damages to a City Fire Truck Due to a Vehicle Crash on February 25, 2020 on South John B. Dennis Highway (AF: 238-2020) (Mike Billingsley)
 - Resolution
4. Awarding the Bid for the Purchase of One (1) Automated Refuse Truck (AF: 300-2020) (Ryan McReynolds, Steve Hightower)
 - Resolution

5. Amending CDM Smith's Professional Service for the Design of Water Treatment Plant (WTP) High Service Pump Station and Clearwell Improvements (AF: 296-2020) (Ryan McReynolds)
 - Resolution
6. Professional Services Agreement with Barge Design Solutions, Inc. for the Reedy Creek Trunk Sewer Improvements Phase 2 Project (AF: 269-2020) (Ryan McReynolds)
 - Resolution
7. Amend Agreement with Cartegraph Systems LLC for Asset Management (AF: 302-2020) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

1. Accept Deeds and Deeds of Easement (AF: 294-2020) (Mike Billingsley)
 - Resolution
2. Approving Agreement to Subordinate a Sewer Tap Fee Lien for Property Located Inside the City Limits at 941 Meadow Lane (AF: 299-2020) (Sid Cox)
 - Resolution
3. Approving a Supplement to Real Estate Purchase and Sale Contract with Cayenne Rental Properties, GP Pertaining to the Purchase of Real Property by the City in the Press Building (AF: 303-2020) (Mike Billingsley)
 - Resolution
4. Approve a Policy with Voya's Reliastar for Stop Loss Insurance (AF: 305-2020) (George DeCroes)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Report on Debt Obligation - \$2.0M CON
- D. 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



AGENDA ACTION FORM

Reappointments to the Board of Zoning Appeals

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

Action Form No.: AF-196-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: Ken Weems
 Presentation By: Mayor Shull

Recommendation:

Approve reappointments.

Executive Summary:

It is recommended to reappoint Calvin Clifton and Jeff Little to the Board of Zoning Appeals to their second term. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The commission is comprised of (5) members who are residents of the City.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	12/31/21	3	KPT Resident
Tracey Childress Cleek	12/31/22	1	KPT Resident
Joe White	12/31/22	1	KPT Resident
Calvin Clifton	12/31/20	1	KPT Resident
Jeff Little	12/31/20	1	KPT Resident

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	12/31/21	3	KPT Resident
Tracey Childress Cleek	12/31/22	1	KPT Resident
Joe White	12/31/22	1	KPT Resident
Calvin Clifton	12/31/23	2	KPT Resident
Jeff Little	12/31/23	2	KPT Resident

Attachments:

None

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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, November 2, 2020, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice-Mayor Colette George

Alderman Jennifer Adler (via zoom)

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

J Michael Billingsley, City Attorney

Sid Cox, City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

Ken Weems, Planning Manager

David Quillin, Police Chief

Scott Boyd, Fire Chief

John Morris, Budget Officer

George DeCroes, Human Resources Manager (via zoom)

Jessica Harmon, Assistant to City Manager

Chris Campbell, Public Transportation Manager

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.
Mayor Shull made this declaration and each alderman verbally affirmed.
4. **FIRE FACILITIES PLAN OVERVIEW.** Chief Boyd gave a presentation of this item, noting the progress that has been made at each facility and what work still remains to be completed since the plan was first implemented. Discussion followed.
5. **TRANSIT STUDY.** Chris Campbell gave an overview of this item. Michelle Poyourow and Ricky Angueira from Jarrett Walker and Associates presented information via zoom and answered questions from the board. There was considerable discussion.
6. **REVIEW OF AGENDA ITEMS ON THE NOVEMBER 3, 2020 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. There were no items which were discussed at greater length or received specific questions or concerns.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, November 2, 2020**

Alderman Cooper commented on the Walking with the Dead tours she attended last week, noting the historical information and how much she learned about Kingsport. Alderman Duncan echoed, noting he had also attended and recommended it. He also reminded everyone to vote tomorrow, Alderman Phillips requested a moment of silence be observed at the meeting tomorrow night in honor of Pal Barger and Ruth Montgomery. Human Resources Manager DeCroes commended the mayor and city manager for State of the City address last Friday. Vice-Mayor Goerge agreed, stating it was good information and a great reminder on all the things we are doing as a city.

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:48 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, November 3, 2020, 7:00 PM
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor Patrick W. Shull, Presiding
Vice-Mayor Colette George
Alderman Jennifer Adler (via zoom call)
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration
Chris McCartt, City Manager
J Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder/Chief Financial Officer
Angie Marshall, City Clerk/Deputy City Recorder

I. **CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.

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

At this time, Mayor Shull asked for a moment of silence to honor the passing of Pal Barger and former Mayor Ruth Montgomery.

II.B. **INVOCATION:** Pastor Greg Burton, Colonial Heights Baptist Church.

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

III.B. A determination by the board that meeting electronically and limiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.

Mayor Shull made this declaration and each alderman verbally affirmed.

IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.

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

1. **Appointment/Reappointment to the Kingsport Higher Education Commission** (AF: 285-2020) (Mayor Shull).

Motion/Second: George/Duncan, to approve::

APPOINTMENT OF PAULA BULCAO AND DENNIS PHILLIPS AND REAPPOINTMENT OF MILES BURDINE TO SERVE FOUR-YEAR TERMS ON THE **KINGSPORT HIGHER EDUCATION COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 30, 2024.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 3, 2020**

2. Appointment of Members to the Community Development Advisory Committee (AF: 287-2020) (Ken Weems).

Motion/Second: George/Adler, to approve:

APPOINTMENT OF MORRIS BAKER, SETH JERVIS, RENE' MANN, RICK MEADE AND DOROTHY DOBBINS TO SERVE ON THE **COMMUNITY DEVELOPMENT ADVISORY COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 30, 2022 (MEADE AND DOBBINS) AND NOVEMBER 30, 2023 (BAKER, JERVIS AND MANN).

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

V. APPROVAL OF MINUTES.

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

- A. October 19, 2020 Regular Work Session
- B. October 20, 2020 Regular Business Meeting

Approved in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull 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.

1. Appropriate \$20,800 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding (AF: 286-2020) (David Quillin).

Motion/Second: Phillips/Duncan, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Adjustment for Various Project Funds in FY21 (AF: 293-2020) (Chris McCartt).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 3, 2020**

Motion/Second: George/Olterman, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR
ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Budget Adjustment for Various Project Funds in FY21
(AF: 279-2020) (Chris McCartt).

Motion/Second: Olterman/George, to pass:

ORDINANCE NO. 6904, AN ORDINANCE TO AMEND GENERAL PROJECTS FUND,
THE GENERAL PROJECTS-SPECIAL REVENUE FUND, AND THE GENERAL FUND
BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; 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. Award the Sale of Surplus Real Property Located at 2102 East
Center Street** (AF: 290-2020) (Sid Cox, Chris McCartt).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-086, A RESOLUTION APPROVING THE SALE FOR A PARCEL
OF SURPLUS REAL PROPERTY LOCATED AT 2102 EAST CENTER STREET 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 in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull
voting "aye."

**2. Award the Sale of Surplus Real Property Located at 998 Oak
Glen Drive** (AF: 292-2021) (Sid Cox, Chris McCartt).

Motion/Second: Phillips/George, to pass:

Resolution No. 2021-087, A RESOLUTION APPROVING THE SALE FOR A PARCEL
OF SURPLUS REAL PROPERTY LOCATED AT 998 OAK GLEN DRIVE 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 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, November 3, 2020**

VII. CONSENT AGENDA. *(These items are considered under one motion.)*

~~1. **Bid Award for Credit Card Merchant Processing Services for the Central Square Software Applications to Paya, Inc.** (AF: 288-2020) (Sid Cox, Lisa Winkle). This item was withdrawn on 11/2/20.~~

~~2. **Award Proposal for Credit Card Merchant Services Specific to the eTrak-Plus Software Application to Heritage Payment Solutions, Inc.** (AF: 289-2021) (Sid Cox, Chris McCartt). This item was withdrawn on 11/2/20.~~

~~3. **Release of All Claims for Direct Insurance Company and Its Insured Aaron Cook to Recover \$3,904.92 for Damages** (AF: 238-2020) (Mike Billingsley). This item was withdrawn on 11/3/20.~~

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt recognized the passing of Pal Barger and former Mayor Ruth Montgomery and all they contributed to the community over the years. He pointed out last Saturday finished up the last Farmers Market for the season and thanked Kristie Leonard and Hannah Purdy for all their efforts on a successful year. The City Manager stated there would be a virtual ribbon cutting tomorrow at 2:00 p.m. for a section on the greenbelt. Lastly, he recognized the achievements of a former drum major at Dobyns Bennett, stating that even in the midst of a pandemic DB still has what it takes to win.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan noted the Marsh Blood Bank needed donations during their annual drive. He also mentioned the DKA open house this Thursday from 5:00-8:00 p.m. downtown. Alderman Adler commented on the opportunity to round up your purchase to support the Salvation Army and asked everyone to remember these organizations during the upcoming season. She also referred to the rising COVID cases and encouraged the community to continue to do everything they can to stop the spread. Alderman Phillips mentioned an ad he had seen in the paper from Northeast State offering free classes for short term training through the CARES act. He also recognized the service of Pal Barger. Alderman Cooper commented on Pal and Ruth, noting the loss of two people who made Kingsport history. She mentioned the downtown events Thursday evening. She also stated there would be an encore presentation of the Walking with the Dead tour at Lamplight Theatre, pointing out all the history that is shared. Alderman Olterman thanked the Board for having his daughter present last night. He also commented on local high school football. Vice-Mayor George stated the leaders in Kingsport would have to step up and fill the shoes of Pal and Ruth, noting their absence leaves a void. She also mentioned there was a little bit of time left to vote, but whatever the outcome, to be nice and move forward. Mayor Shull commented on what makes people happy, noting being connected to the community.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 3, 2020**

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:32 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Appropriate \$20,800 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding

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

Action Form No.: AF-286-2020
 Work Session: November 2, 2020
 First Reading: November 3, 2020

Final Adoption: November 17, 2020
 Staff Work By: Capt. Randall Gore
 Presentation By: Chief David Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On May 5, 2020 via AF-106-2020, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$20,800 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *CM*

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: *CM*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL
PROJECT/SPECIAL REVENUE FUND BUDGET BY
APPROPRIATING GRANT FUNDS RECEIVED
FROM THE US DEPARTMENT OF JUSTICE FOR
THE YEAR ENDING JUNE 30, 2021; AND TO FIX
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC2110) in the amount of \$20,800 and requires a 50% local match of \$20,800 which is provided for in the Police Department operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project-Special Revenue</u>			
<u>Bullet Proof Vest Project (NC2110)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-331-3800 U.S. Dept. of Justice	0	20,800	20,800
111-0000-391-0100 From General Fund	0	20,800	20,800
Totals:	0	41,600	41,600
<u>Expenditures:</u>			
111-3020-442-3020 Operating Supplies & Tools	0	41,600	41,600
Totals:	0	41,600	41,600
<u>Fund 110: General Fund</u>			
<u>Expenditures:</u>			
110-3030-443-3025 Safety Supplies	10,000	(10,000)	0
110-3030-443-3029 Clothing and Uniforms	40,336	(10,800)	29,536
110-4804-481-7035 General Proj-Spec Rev	1,340,473	20,800	1,361,273
Totals:	1,390,809	0	1,390,809

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:



AGENDA ACTION FORM

Budget Adjustment Ordinance for Various Funds in FY21

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

Action Form No.: AF-293-2020
 Work Session: November 2, 2020
 First Reading: November 3, 2020

Final Adoption: November 17, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance amends the General Projects-Special Revenue Fund projects by transferring \$75,000 from the General Projects project (NC2100) to the Downtown Project project (NC2111) to fund KEDB Façade Grants.

This ordinance also transfers \$310,000 from the Water SCADA Imp project (WA1700) to the WTP High Service Imp project (WA2007) to fund the final design of the Water Treatment Plant High Service and Clearwell.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND
BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by transferring \$75,000 from the General Projects project (NC2100) to the Downtown Project project (NC2111).

SECTION II. That the Water Project Fund be amended by transferring \$310,000 from the Water SCADA Imp project (WA1700) to the WTP High Service Imp project (WA2007).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Projects-Special Revenue Fund: 111</u>			
<u>General Projects (NC2100)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	174,175	(75,000)	99,175
Totals:	174,175	(75,000)	99,175
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.90-03 Improvements	174,175	(75,000)	99,175
Totals:	174,175	(75,000)	99,175
<u>Downtown Project (NC2111)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	75,000	75,000
Totals:	0	75,000	75,000
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	75,000	75,000
Totals:	0	75,000	75,000
<u>Water SCADA Improvements (WA1700)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	856,564	(310,000)	546,564
451-0000-391.05-45 Series 2016 GO (Nov 4)	1,200,000	0	1,200,000
451-0000-391.05-47 Series 2017 B GO Bonds	42,000	0	42,000
451-0000-391.05-48 GO Bonds Series 2018 B	201,375	0	201,375
451-0000-391.05-56 Series 2019 GO Improve	1,612,700	0	1,612,700
451-0000-391.45-00 From Water Fund	102,785	0	102,785
Totals:	4,015,424	(310,000)	3,705,424
<u>Expenditures:</u>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	3,652,424	(310,000)	3,342,424
451-0000-605.20-23 Arch/Eng/Landscaping Serv	363,000	0	363,000
Totals:	4,015,424	(310,000)	3,705,424

WTP High Service Improvements (WA2007)**Revenues:**

	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	0	310,000	310,000
451-0000-391.05-48 GO Bonds Series 2018 B	125,000	0	125,000
451-0000-391.05-56 Series 2019 GO Improve	302,834	0	302,834
Totals:	427,834	310,000	737,834

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	417,834	310,000	727,834
451-0000-605.90-03 Improvements	10,000	0	10,000
Totals:	427,834	310,000	737,834

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Nine (9) AWD Marked Police Pursuit Package SUV

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

Action Form No.: AF-297-2020
Work Session: November 16, 2020
First Reading: N/A

Final Adoption: November 17, 2020
Staff Work By: Committee
Presentation By: D. Quillin, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 4, 2020 for the purchase of Nine (9) AWD Marked Police Pursuit Package SUV for use by the Police Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 18, 2020 and placed on our website for 17 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Auto World of Big Stone Gap for nine (9) 2021 WDEE 75 Durango Pursuit Vehicle as follows:

<u>\$32,363.00</u>	Unit Cost
\$291,267.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *pm*

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: *AK*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF NINE MARKED POLICE PURSUIT PACKAGE SPORT UTILITY VEHICLES TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 4, 2020, for the purchase of nine (9) marked police pursuit package sport utility vehicles for use by the Police Department ; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase nine (9) 2021 WDEE 75 Durango Pursuit Vehicle marked pursuit package sport utility vehicles from Auto World of Big Stone Gap, at a total purchase cost of \$291,267.00; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of purchase nine (9) 2021 WDEE 75 Durango Pursuit Vehicle marked pursuit package sport utility vehicles at a total purchase cost of \$291,267.00, is awarded to Auto World of Big Stone Gap, and the city manager is authorized to execute a purchase order for the same.

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

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

ADOPTED this the 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 4, 2020
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

AWD MARKED POLICE PURSUIT PACKAGE SUV					
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model:	Comments:
Lonnie Cobb Ford	9	\$35,534.00	150 Bus. Days	2021 Ford Police Interceptor Utility	Takes exception to Liquidated Damages.
Fairway Ford	9	\$35,725.00	210 Bus. Days	2021 Ford Explorer	
Autoworld of Big Stone Gap	9	\$32,363.00	180 Bus. Days	2021 WDEE 75 Durango Pursuit Vehicle	
Friendship CJDR of Bristol	9	\$32,664.00	120 Bus. Days	Dodge Durango	

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

Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner
tlove@friendshipauto.com	Friendship Automotive
jchamblee@tedrussell.com	Ted Russell Ford



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Mike Burnette, Sergeant, Quartermaster
Date: November 6, 2020
Re: Marked Police Pursuit Utility Purchase Recommendation

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

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	9	2021 Dodge Pursuit Utility	Auto World of Big Stone	19/26 MPG

Low Compliant Bidder

The bidder was the low compliant bidder in all major aspects of the minimum specification requirements for the Marked Police Pursuit Utility Wagon specified.

These units will be Fleet Replacements.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary a \$50 dollar a day penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 180 days after Receipt of Award with 15 days to correct inspection deficiencies.

The bid offerings were reviewed with the Police Department's, Mike Burnette, Sergeant, Quartermaster who is agreement with this recommendation. A confirming email of agreement is attached.

Fuel Economy Improvement

00%

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

1. Trade in(s):
 - a. Not Applicable to this purchase
2. New Unit Origin of Manufacture:
 - i. Unit – Detroit, Michigan
 - ii. 58% Domestic/ 26% Foreign Materials/16% Other
3. New Unit Purchase Dealer:
 - a. Unit – Autoword of Big Stone Gap – Big Stone gap, VA.

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

Thank You.



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

From: Burnette, Mike
Sent: Friday, November 06, 2020 11:13 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: Vehicle Bid FY 20-21

Steve,

I agree with the recommendation to award the bid for FY 20-21 to Auto World.

Thanks,

Sgt Michael M Burnette
Kingsport Police Dept
Office #423-229-9370
Cell #423-429-5871



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) 25 Passenger Cutaway Mini Bus

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

Action Form No.: AF-298-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: Committee
 Presentation By: C. McCartt, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 3, 2020 for the purchase of One (1) 25 Passenger Cutaway Mini Bus for use by the Senior Center. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 14, 2020 and placed on our website for 20 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Central States Bus Sales for one (1) El Dorado Advantage 250 for \$87,228.00 and rejecting the trade-in offer.

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *Jm*

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: *AK*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF
ONE 25 PASSENGER CUTAWAY MINI BUS TO CENTRAL
STATES BUS SALES AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 3, 2020, for the purchase of one (1) 25 passenger cutaway mini bus for use by the Senior Center; and

WHEREAS, upon review of the bids, the board finds Central States Bus Sales is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase (1) El Dorado Advantage 250 25 passenger cutaway mini bus from Central States Bus Sales, at a total purchase cost of \$87,228.00 and rejecting the trade-in offer; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of (1) El Dorado Advantage 250 25 passenger cutaway mini bus and rejecting the trade-in offer at a total purchase cost of \$87,228.00, is awarded to Central States Bus Sales, and the city manager is authorized to execute a purchase order for the same.

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

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

ADOPTED this the 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 3, 2020
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

25 PASSENGER CUTAWAY MINI BUS						
Vendor:	Qty.:	Unit Cost:	Trade-In #1707:	Delivery Time:	Make/Model:	Comments:
Central State Bus Sales	1	\$87,228.00	\$3,250.0 0	240 Bus. Days	El Dorado Advantage 250	Delivery may be delayed due to Covid.
Mid-South Bus Center						Unable to accept bid due to bid form not being signed.

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

Bus Vendors

Email Address	Business
richard@thebuscenter.com	Mid-South Bus Center
charvill@centralstatesbus.com	Central States Bus Sales
sales@nationalbus.com	National Bus



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Shirley Buchanan, Senior Center Manager
Steve Hightower, Fleet Manager
Date: November 6, 2020
Re: 25 Passenger Cutaway Mini Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and reject the trade in offering of \$3,250 for unit #1707. This trade offering does not reflect the true potential value of the unit and therefore recommended that it be disposed of utilizing other approved City methods.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2021 Ford/ Eldorado Advantage	Central States Bus Sales	10 City/ 12 Hwy

Compliant Bidder

Central States Bus Sales was compliant in all major aspects of the minimum specification requirements for the Cutaway Mini Bus specified.

This unit will be a Fleet Replacement.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary a \$50 dollar a day penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 240 days after Receipt of Award with 15 days to correct inspection deficiencies.

The bid offerings were reviewed with the Senior Center Manager, Shirley Buchanan, who is agreement with this recommendation. A confirming email of agreement is attached below.

Fuel Economy Improvement

0%

No fuel economy improvements noted because this is similar replacement to the current unit.

Trade Ins: It is the recommendation of Committee to reject the trade in offering.

1. 1707 - 2006 PARATRANSIT MINI-BUS
 - a. Age: 14 Years – 65,673 Mileage – 7.19 MPG
 - b. Trade Offering: \$3,250

Origin/ Dealer Information

1. New Unit(s) Origin of Manufacture:
 - a. Bus – Salina, Kansas
2. New Unit(s) Purchase Dealer:
 - a. Bus – Central Stated Bus Sales – Lebanon, TN.

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

Thank you.



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

From: Buchanan, Shirley
Sent: Friday, November 06, 2020 12:09 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: Bus Bid

Hey Steve,

I agree with the recommendation to award the purchase to Central States Bus Sales for the new Senior Center bus. We are very excited to have this new bus replacement!!!

Thanks,



AGENDA ACTION FORM

Release of All Claims for Direct Insurance Company and Its Insured Aaron Cook for Partial Payment for Damages to a City Fire Truck Due to a Vehicle Crash on February 25, 2020 on South John B. Dennis Highway

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

Action Form No.: AF-238-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: Tommy Hughes
 Presentation By: Mike Billingsley

Recommendation:

Consider approval of the Resolution.

Executive Summary:

On February 25, 2020, Mr. Aaron Cook was operating a vehicle insured by Direct Insurance Company on South John B. Dennis Highway when he failed to obey a traffic control device and struck a city fire truck and another vehicle. The fire truck sustained damage to the front end of the vehicle. The total cost to repair the damage is \$4,276.21.

Mr. Cook had auto insurance with \$15,000 property damages according to the insurance adjuster, and total for the damage to the two vehicles was \$16,426.26. The other vehicle owner with more significant damage accepted a prorated share of the proceeds and executed a release. The city is being asked to forgo a portion of its loss and accept \$3,904.92 as full settlement of the claim without the need to resort to litigation.

Attachments:

1. Resolution
2. Direct Insurance Release

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM DIRECT INSURANCE COMPANY FOR PROPERTY DAMAGE TO A KINGSPORT FIRE TRUCK ON SOUTH JOHN B. DENNIS AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on February 25, 2020, Aaron Cook failed to obey a traffic control device and the vehicle he was driving struck a city fire truck causing damage to the front end of the truck in the amount of \$4,276.21; and

WHEREAS, another vehicle was also damaged in the accident by Mr. Cook in an amount of approximately \$12,150; and

WHEREAS, Mr. Cook has automobile insurance with Direct Insurance Company; and

WHEREAS, the policy of insurance has a coverage limit for property damage in the amount of \$15,000; and

WHEREAS, the owner of the other vehicle damage by Mr. Cook has settled for a prorata share of 73.97% of the \$15,000 and executed a release; and

WHEREAS, Direct Insurance Company has offered to pay for a portion of the damages to the city vehicle in the amount of \$3,904.92, provided the city executes a release that will release the insurance company and Mr. Cook from any further liability; and

WHEREAS, the payment represents 26.03% of the \$15,000 and, except for \$371.29, will reimburse the city for the damage to its vehicle without the need for litigation; and

WHEREAS, the offer to compromise and settle is presented to the board for its consideration.

Now therefore,

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

SECTION I. That the Property Damage Only Release in the amount of \$3,904.92 from Direct Insurance Company for damage to a city fire truck which occurred on February 25, 2020, on South John B. Dennis, 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, a Property Damage Only Release from Direct Insurance Company for damage to a city fire truck that occurred on February 25, 2020, on South John B. Dennis, 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 Release being as follows:

PROPERTY DAMAGE ONLY RELEASE

KNOW ALL BY THESE PRESENT, THAT The City of Kingsport, for and in consideration of the payment three thousand nine hundred and four dollars and ninety-two cents \$3,904.92, the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Aaron Cook, their heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable, or who might be claimed to be liable, none of whom admit any liability to the undersigned, but all expressly deny any liability from any and all claims, demands, damages including loss of use, actions, causes of action, or suits of any kind or nature whatsoever, past, or present resulting from damage to property, known and unknown, to me/us which have resulted or may, in the future, develop from an accident, incident or property damage loss which occurred on or about February 25, 2020 at or near Kingsport, Tennessee.

The Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the property damages above mentioned. The Undersigned hereby agrees and acknowledges that by the terms of this settlement they agree to pay any and all local, state, or federal liens on the damaged property, known and unknown, associated with the above referenced accident, incident or property damage loss. The Undersigned also agree to pay any private organizations that may have in the past or in the future make payments for expenses incurred on behalf of the above referenced accident, incident or property damage loss.

The Undersigned do/does further declare and represent that no promise, inducement or agreement not herein expressed has been made to the Undersigned and that this Release contains the entire agreement between the parties and that the terms of this Release are contractual and are not a mere recital.

The Undersigned agree/sand declare/s that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purposes of making a full and final adjustment in settlement of any and all claims disputed executed for the expressed purpose of precluding forever any further or additional claims.

Should it develop that there are any mistakes, whether unilateral or bilateral, in this document which cause the release of the Releases to be defective or less than complete, the undersigned will execute a full, final and complete release of the Releases.

I/ we further state that I/we have carefully read the foregoing Release and know the contents thereof, and I/ we sign the same as my/ our free act.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

[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 release set out herein that do not substantially alter the material provisions of the release, 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 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Automated Refuse Truck

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

Action Form No.: AF-300-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 3, 2020 for the purchase of One (1) Automated Refuse Truck for use by the Public Works Sanitation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 14, 2020 and placed on our website for 20 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Worldwide Equipment for One (1) 2022 Mack LR64R W/New Way Side Loader Body as follows:

	\$285,051.00	Unit Cost
Less	<u>\$8,500.00</u>	Trade-in Allowance #1961
	\$276,551.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *M*

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: *SM*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE AUTOMATED REFUSE/RECYCLE TRUCK TO WORLDWIDE EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened on November 3, 2020, for the purchase of one (1) automated refuse/recycle truck for use by the public works Sanitation Department; and

WHEREAS, the city will receive \$8,500.00 for a trade-in allowance for vehicle #1961; and

WHEREAS, upon review of the bids, the board finds Worldwide Equipment is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2022 Mack LR64R W/New Way Side Loader Body automated refuse/recycle truck from Worldwide Equipment, at a total purchase cost of \$276,551.00, which includes the deduction of the \$8,500.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2022 Mack LR64R W/New Way Side Loader Body automated refuse/recycle truck at a total purchase cost of \$276,551.00, which includes the deduction of the \$8,500.00 trade-in allowance, is awarded to Worldwide Equipment., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 3, 2020
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

AUTOMATED REFUSE/ RECYCLE TRUCK					
Vendor:	Qty.:	Unit Cost:	Trade-In #1961:	Delivery Time:	Make/Model:
Worldwide Equipment	1	\$295,152.00	\$3,000.00	152-210 Business Days	2022 Mack LR 64R W/Heil DP Python
Worldwide Equipment	1	\$285,051.00	\$8,500.00	270-300 Business Days	2022 Mack LR 64R W/New Way Side Loader Body

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

Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner
tlove@friendshipauto.com	Friendship Automotive
jchamblee@tedrussell.com	Ted Russell Ford



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

Memo

To: Nikisha Eichmann, Assistant Procurement Manager
From: Truck Committee: Rodney Deel, Sanitation Supervisor
Steve Hightower, Fleet Manager
Date: November 6, 2020
Re: Automated Garbage/Refuse Truck Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the \$8,500 per unit trade in offering for unit #1961.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2022 Mack LR64R with New Way	World Wide Equipment	2.5 - 6 MPG

Low Compliant Bidder

The bidder offering recommended is compliant in all major aspects of the minimum specification requirements for the Automated Refuse Truck specified.

This unit will be a Fleet Replacement

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of this unit is 270-300 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

Review of Specifications

The bid offerings were reviewed by Sanitation Supervisor - Rodney Deel and Fleet Manager - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

0%

The unit(s) being replaced have a similar fuel economy to the unit(s) being purchased so there will be no estimated improvement in fuel economy ratings.

Trade In Information

1. Trade in(s):
 - a. 1961 – 2011 MACK LEU613 AUTOMATED REFUSE TRUCK– Age: 9 Years – 115,907 Mileage – 6.80 MPG
 - b. Trade Offering: \$8,500

Origin Information

1. New Unit Origin of Manufacture:

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

2. New Unit Purchase Dealer:

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

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

Thank you



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

From: Deel, Rodney
Sent: Thursday, November 05, 2020 10:45 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Elsea, Tim <TimElsea@KingsportTN.gov>
Subject: 1961 replacement

Steve,

We would like to move forward on the replacement of 1961 with the 2022 Mack LR 64R w/New Way Side Loader Body it is low Bid. Tim and I are in agreement with low bid and the trade in.

Let me know if you need anything more.

Thanks,

Rodney Deel
Household Refuse Supervisor
City of Kingsport
423-224-2675
rodneydeel@kingsporttn.gov





AGENDA ACTION FORM

Amending CDM Smith's Professional Service for the Design of Water Treatment Plant (WTP) High Service Pump Station and Clearwell Improvements

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

Action Form No.: AF-296-2020
Work Session: November 16, 2020
First Reading: N/A

Final Adoption: November 17, 2020
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On April 20, 2020, the City entered into an agreement with CDM Smith for preliminary design of the WTP high service pump station and clearwell improvements. These improvements were identified as a priority in the WTP master plan due to the age of the equipment and the crucial role they play to ensure continuous flow of water to our customers.

The clearwell provides proper disinfection and storage of treated water before it is pumped through the high service station to Kingsport water customers. The existing clearwell does not allow for operational flexibility of chlorine feed or maintenance. The high service pump station was built in 1970. It houses three high service pumps that receives power from the original electrical equipment. Repair parts for the electrical equipment are obsolete. Two pumps are required to meet current water demand. If a pump is taken out of service for maintenance or repair the City could be at risk at not being able to meet demand.

This amendment request provides for final design of a new 1.5 MG clearwell, replacement of three high service pumps, installation of a fourth pump and upgrade of the pump station electrical equipment. Total amendment request is \$631,700. Funding is identified in WA2007.

Original Contract Amount	\$ 98,000.00
Contract Amendment 1	\$631,700.00
Current Contract Amount	\$729,700.00

Attachments:

1. Resolution w/ CDM Smith Amendment as Exhibit A
2. Location Map

Funding source appropriate and funds are available: *CM*

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: *CM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH FOR THE DESIGN OF WATER TREATMENT PLANT HIGH SERVICE PUMP STATION AND CLEARWELL IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in April 2020, the board approved a resolution authorizing the mayor to sign a professional services agreement with CDM Smith for preliminary design of the water treatment plant high service pump station and clearwell improvements; and

WHEREAS, this amendment request provides for final design of a new 1.5 MG clearwell, replacement of three high service pumps, installation of a fourth pump, and upgrade of the pump station electrical equipment; and

WHEREAS, the total amount for this amendment is \$631,700.00, and funding is identified in WA2007.

Now therefore,

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

SECTION I. That an amendment to the professional services agreement with CDM Smith for preliminary design of the water treatment plant high service pump station and clearwell improvements as set out in the attached Exhibit A, 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 professional services agreement with CDM Smith for preliminary design of the water treatment plant high service pump station and clearwell improvements as set out in the attached Exhibit A 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/agreement 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 17th day of November, 2020

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



WTP High Service Clearwell Project





AGENDA ACTION FORM

Professional Services Agreement with Barge Design Solutions, Inc. for the Reedy Creek Trunk Sewer Improvements Phase 2 Project

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

Action Form No.: AF-269-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: C. Austin / D. Edwards
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The Reedy Creek Trunk Sewer Improvements– Phase 2 project is a continuation of our efforts to carry out the key aspects of the Wastewater System Master Plan developed in 2009. This project will include approximately 22,800 linear feet beginning at Lovedale Drive ending upstream to the west side of John B. Dennis Highway (SR 93), and will increase capacity while reducing infiltration and inflow with new infrastructure.

The 2009 Wastewater System Master Plan was developed in response to the capacity assurance requirement of the 2005 Consent Order between the TDEC and the City. Through this master planning process it was determined that replacement/upgrade of the trunk sewer in the Reedy Creek Sewer Basin was necessary to alleviate the effects of inflow and infiltration into the sewer system. During heavy rain events the Reedy Creek Basin is a key area that experiences sanitary sewer overflows. These overflows are violations of our NPDES permit.

It is requested to enter into a Professional Services Agreement with Barge Design Solutions, Inc. for preliminary design services, field survey, and schematic design services for this project in the total amount of \$839,900.00.

Funding is available and identified in SW2011.

Attachments:

1. Resolution
2. Proposal (10 pages)
3. Location Map

Funding source appropriate and funds are available: *CM*

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: *CM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR THE REEDY CREEK TRUNK SEWER IMPROVEMENTS PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into a professional services agreement with Barge Designs, Inc., for the preliminary design services, field survey, and schematic design services for the Reedy Creek Trunk Sewer Improvements– Phase 2 Project; and

WHEREAS, this project involves approximately 22,800 linear feet of pipe beginning at Lovedale Drive ending upstream to the west side of John B. Dennis Highway (SR 93), and will increase capacity while reducing infiltration and inflow with new infrastructure; and

WHEREAS, the estimated cost of this project is \$839,900.00 and funds are available in SW2011.

Now therefore,

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

SECTION I. That a professional services agreement with Barge Designs, Inc., for the preliminary design services, field survey, and schematic design services for the Reedy Creek Trunk Sewer Improvements– Phase 2 Project in the amount of \$839,900.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a professional services agreement with Barge Designs, Inc., for the preliminary design services, field survey, and schematic design services for the Reedy Creek Trunk Sewer Improvements– Phase 2 Project in the amount of \$839,900.00 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Barge Design Solutions, Inc. (Barge) is proposing the following scope of services for the City of Kingsport (City) to provide preliminary design, environmental permitting, field surveying and final design services for the Reedy Creek Trunk Sewer Improvements, in accordance with the Professional Services Agreement (Agreement). The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation
- V. Additional Services

I. Project Description

The Reedy Creek Trunk Sewer Improvements project is located in the northern portion of the City of Kingsport's wastewater collection system. The purpose of the project is to increase capacity while reducing infiltration and inflow with new infrastructure. The project begins at the abandoned lift station at Lovedale Drive near its intersection with Sullivan Street. The upstream end of the proposed sewer is the west side of John B. Dennis Highway. The existing gravity trunk sewer system is parallel pipes that traverse along Reedy Creek through a mix of commercial, residential and undeveloped areas, each increasing in size as additional flows are added. For budgeting purposes, it is assumed the project will be approximately 22,800 feet in length.

II. Scope of Services

The scope of services is summarized into the following major tasks:

Task 1 – Preliminary Engineering

Task 2 – Field Survey and Schematic Design

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and subconsultants, coordinate monthly status meetings with City staff, and submit monthly invoices with updated schedules and cost projections as applicable.

Task 1 - Preliminary Engineering

This initial phase of the project will serve to identify sections of the existing gravity sewer system in need of relief, options for providing relief, alternate routes to consider, and

ultimately provide a recommended course of action for the City to make the desired improvements to the gravity sewer system.

The following preliminary engineering tasks will be conducted:

Review Existing Reports, Data, and Drawings

- Review record drawings of existing sewer system in project area.
- Review service areas and capacity of existing sewer system.
- Review flow monitoring data and hydraulic modeling flow data.

Identify Alignment Alternatives

- Initial review of the project area indicates there are approximately seven sections that could be constructed in separate phases. This initial review has also identified approximately 15 alternatives for review in selecting the recommended alignment.
- Barge will work with the City to develop a flow schematic of the Reedy Creek Trunk Sewer sewershed to identify the design flows (future dry weather and wet weather) from the laterals into the trunk sewer. The City will provide flow monitoring data that Barge will use to select design flows for the project. The flow ranges for the existing sewers will be identified on the schematic. The sewershed schematic with selected design flows will be used to identify where laterals could be intercepted by a relief sewer to reduce the flows in the existing interceptor to within the acceptable flow range. The sewershed schematic will be helpful in identifying preliminary relief sewer alternatives and determining preliminary sizing of the sewer alternatives. The goal of this exercise will be to develop potential alternatives where the capacity of the existing sewer can be maximized while minimizing the size, and corresponding cost, of the new trunk sewer.
- Barge will utilize GIS maps to show the alignments to be considered in the route study.

Alternative Alignment Screening Workshop

- Barge will meet with the City to brainstorm, review and discuss the potential alternative alignments that have been identified. The goal of the brainstorming and alternatives screening workshop will be to reduce the number of alternatives to a select group of the most viable routes that warrant a more detailed evaluation. The reasons why other alternatives were not selected for the detailed evaluation will be documented.

Evaluate Alignment Alternatives

- A detailed field reconnaissance of each alignment alternative will be performed. Pictures and notes will be taken along the proposed alignments for inclusion in the evaluation.
- Some field survey effort will be required to supplement information not readily available such as existing sewer locations and elevations.
- We will review the results of City-provided CCTV inspections to determine the condition of the existing sewers. Based on our review of the inspections and the previously developed flow schematic, we will make recommendations on what sections of the existing sewer can be rehabilitated to provide future long-term service. Any sections recommended for rehabilitation will be color coded on the GIS map.
- Where existing sewer rehabilitation will not meet the future service needs, new sewers will be planned. We will provide preliminary sizes and lengths for each segment of new sewer. GIS data will be utilized to develop ground profiles of each alignment and provide an approximate sewer depth.
- Barge will meet with the City to develop a list of the criteria (i.e. number of easements, number of utility crossings, feet of wetland disturbance, number of properties impacted, cost, etc.) that should be considered in the evaluation of alternatives.
 - The criteria will be categorized as primary and secondary. Barge will work with the City and other stakeholders (e.g. Greenbelt Committee), if desired, to develop the relative weighting of the primary criteria. Once the primary criteria weighting is established, we will establish the relative weighting of the secondary criteria.
 - The next step is to determine how the alternatives will be scored for each criterion. For the criteria that are easy to measure, such as cost, the scoring can be prorated. For the criteria that is more subjective, such as adverse neighborhood/property impacts, a rating curve will need to be established.
 - During this workshop, the alternates further defined from the Alternative Alignment Screening Workshop will be reviewed for concurrence.
- Preliminary (order of magnitude) opinions of probable construction cost (OPCC) will be developed for each alternative selected for evaluation. Costs will be established based on assumed depth of construction. Estimates for quantity of rock likely to be encountered and for bypass pumping requirements will be made based on the best available information at this stage.
- Each alternative will be evaluated and each of the evaluation criteria defined earlier will be scored. The scores for each alternative will be input into a decision

model. The decision model will then compute the composite score for each. The results of the evaluation can be displayed graphically and will be reviewed with the City.

Prepare Draft Preliminary Engineering Report (PER)

- With the results of the alternatives evaluation completed, the recommended alignment will be finalized. The alternative alignment evaluation process will be documented in the PER. This report will include maps of the alternative alignments, field notes and photos of the alignments, criteria and weighting utilized to evaluate the alternatives (the decision model), cost opinions and the evaluation scoring for each alternative alignment.
- A draft of the PER will be provided to the City for review.

Finalize PER

- A PER review meeting will be held with the City, and comments will be incorporated into the Final PER. The PER will serve as the road map for the project with detailed design to follow.

Task 1 Deliverables

The following deliverables will be provided as part of this task:

- Draft of PER (PDF copy)
- Final PER (PDF copy)

Task 1 Assumptions

The following assumptions are applicable to the above scope of services:

- Barge will have access to the site and adjoining areas, as required.
- The City will provide flow data and CCTV information sufficient for Barge to assess the capacity and condition of the existing sewer system for the purposes of this project.
- The City understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
- The PER will be State Revolving Fund (SRF) compliant.

Task 2 - Field Survey and Schematic Design

The following schematic design tasks will be conducted for the final selected route from the preliminary engineering task:

Field Survey

- Once a route has been selected by the City in preliminary design, Barge will stake the alignment centerline in the field and conduct land surveying to locate marked utilities, topographic features, the edge of pavement, tree lines and other above-ground features along the identified route. The survey will extend 50-feet either side of the proposed pipeline alignment. At a minimum, the items located will include those necessary for trunk sewer design and land disturbance and environmental permitting.
- Barge will contact Tennessee 811, Century Link, Atmos, AEP Appalachian Power, and other marked utilities to request additional information about the utility within 50-foot either side of the project area.
- The topographic survey will be prepared relative to NAVD 88 elevations consistent with FEMA mapping.

Preliminary Permitting

- We will initiate conversations with the permitting agencies to review and discuss the project. We have developed a permitting matrix that will be utilized to track permit activities through the design process. Our approach will be to meet with each permitting agency contact once the alignment has been selected and surveyed to review the project, the required applications and discuss any unique issues or requirements for this project. To facilitate tracking of these permits, we will provide a table to include dates for coordination meetings with each agency, actual dates of application submittal, and date each permit was received. The permit tracking matrix will be submitted with project progress reports. Activities associated with permitting are budgeted for in Task 4.

Schematic Design

Following completion of the field survey activities mentioned above, schematic design will consist of the following tasks:

- Preliminary plan and profile sheets will be prepared at a scale of 1-inch equals 50 feet unless smaller scales are more appropriate.
- Preliminary plans will identify utility relocation requirements.
- Temporary and permanent easements will be identified on each parcel or property where required.

- A preliminary specifications table of contents will be provided.
- An updated opinion of probable construction cost will be prepared.
- The construction schedule will be estimated.
- The risk register will be updated.
- Barge will conduct a workshop with City's personnel to review the work products. A meeting summary from the workshop will be submitted to the City. The objective of the workshop will be to discuss the schematic design; to present conclusions and recommendations on any analyses performed; and to achieve consensus from the City on the design concepts. Barge will prepare an agenda for the workshop and a summary of the decisions reached during the workshop, including supporting documentation, and submit it to the attendees for comment.

Task 2 Deliverables

The following deliverables will be provided as part of this task:

- Preliminary plan and profile drawings (PDF format)
- Preliminary specification list
- Updated OPCC and construction schedule
- Schematic design workshop summary and comments received

Task 2 Assumptions

The following assumptions are applicable to the above scope of services:

- CCTV of existing sewer is not included in the scope of services.
- Flow monitoring and data collection is by the City. Barge can provide assistance as additional services if requested.
- Vacuum potholing and any other subsurface location of existing utilities is not included in the scope of services.

III. Project Schedule

The preliminary project schedule is shown in the table below.

Tasks	Duration
Task 1 – Preliminary Engineering	4 months
Task 2 – Field Survey and Schematic Design	4 months

IV. Compensation

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. City agrees to pay Barge a Lump Sum Fee of \$839,900 to complete the scope of work as defined above for Task 1 – Preliminary Engineering and Task 2 – Field Survey and Schematic Design which will be billed monthly based on percent of work completed to date. The project status will be summarized monthly in our progress report and invoice submittal.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Task 1 – Preliminary Engineering	Lump Sum	\$505,200
B. Task 2 – Field Survey and Schematic Design	Lump Sum	\$334,700
TOTAL		\$839,900

V. Additional Services

Additional engineering support services, including but not limited to the items listed below, can be provided upon request and approval of detailed scope and fee by the City.

- Detailed design, final design and construction documents
- Geotechnical investigation, trenchless technology evaluation and geotechnical baseline report
- Permitting services and applications that include the following:
 - Preliminary Jurisdictional Determination (PJD) application package for the Nashville U.S. Army Corps of Engineers (USACE) office and a Hydrologic

- Determination (HD) Report to Tennessee Department of Environment and Conservation (TDEC)
- Wetland Delineation/Stream Determination
- Clean Water Act (CWA) 401/404 Permitting (TDEC Individual Aquatic Resource Alteration Permit (ARAP)/401 application and USACE Nationwide Permit #12 application)
- Environmental Assessment (EA) in accordance with National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, and Section 7 of the Endangered Species Act (Preliminary NEPA Agency Coordination Letters, Environmental Assessment, Cultural Resources Survey, and Administrative Record)
- Stormwater Pollution Prevention Plan (SWPPP) / TDEC Construction General Stormwater Permit
- TDEC Division of Water Resources authorization to construct
- Tennessee Valley Authority (TVA) permits or approvals
- Additional meetings with local, State, or Federal agencies to discuss the Project beyond those indicated in the Basic Services.
- Appearances at public hearings or before special boards, except as specifically indicated in the Basic Services.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Special consultants or independent professional associates, other than those indicated in the scope above, that are requested or authorized by the City.
- Support services in connection with public information/relations activity as requested by the City.
- Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
- Signed and sealed legal easement descriptions, including figures on each parcel or property on which easements are required.
- Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners.

- Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; design changes initiated by the City after City's acceptance of PER; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer 's control.
- Involvement with and responding to a formal Value Engineering review conducted by a third party. Revisions of design, drawings, and specifications arising from the formal third-party Value Engineering review which cause changes in the general scope, extent or character of the Project, including but not limited to changes in size, complexity, City's schedule, character of construction, or method of financing.
- Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by the City for the Work or a portion thereof.
- Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- Providing construction surveys and staking; and providing other special field surveys.
- Providing threatened/endangered species surveys.
- Providing air quality or noise assessments.
- All review or permit fees charged by the State or other agencies are not included in the basic compensation and will be paid directly by the City.
- Providing permitting assistance beyond the level of effort outlined in Basic Services.
- Providing Bidding Phase Services
- Providing Construction Phase Services and/or Resident Project Representative Services.

- Other services performed or furnished by Engineer not otherwise provided for in this Agreement.



PROJECT LOCATION MAP

REEDY CREEK TRUNK SEWER - PHASE II

1" = 2000'



AGENDA ACTION FORM

Amend Agreement with Cartegraph Systems LLC for Asset Management

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

Action Form No.: AF-302-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On May 19, 2020 the city renewed our agreement with Cartegraph Systems, LLC for asset management (AF-105-2020). This system provides the ability to adequately track the work being performed on our actual assets whether in the ground or in our facilities, building a cache of information which helps to determine assets needing to be replaced or providing more maintenance of effort.

Included in the operations management system is SeeClickFix, which offers the public the opportunity to report issues, and the ability to be notified of the progress made or completion of their request. However we received notification of the option to upgrade from the generic app to the SeeClickFix Marketplace App, which offers the ability to customize / brand the app to Kingsport. The benefits of this upgrade includes increased usage from the public, and also the opportunity to obtain additional city information. The ability to report issues and gather information through one app vs several locations is beneficial to both the public and city staff.

It is recommended to amend our agreement with Cartegraph Systems, LLC upgrading from SeeClickFix to SeeClickFix Marketplace in the amount of \$14,204.50 for this upgrade. This amount will be distributed over a three (3) year period in annual installments. Funding is available and identified in GP2031.

Approval is also requested to establish an Apple ID for authorization on the city's behalf so SeeClickFix can work with Apple to process our branded app making it available for public download.

Attachments:

- Resolution

Funding source appropriate and funds are available: *CM*

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: *CM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CARTEGRAPH SYSTEMS, LLC TO UPGRADE TO THE SECLICKFIX MARKETPLACE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AUTHORIZING THE ESTABLISHMENT OF AN APPLE ID FOR THE CITY

WHEREAS, in May, 2020, the board approved a resolution authorizing the mayor to sign an agreement with Cartegraph Systems, LLC for asset management, which provides the ability to adequately track the work being performed on our actual assets whether in the ground or in our facilities, building a cache of information which helps to determine assets needing to be replaced or providing more maintenance of effort; and

WHEREAS, the city would like to amend the agreement to upgrade to the SeeClickFix Marketplace App, which offers the ability to customize/brand the app to Kingsport, and will have the additional benefits of increased usage from the public, and allow the public the opportunity to obtain additional city information.

WHEREAS, the ability to report issues and gather information through one app vs several locations is beneficial to both the public and city staff; and

WHEREAS, the cost of the upgrade is \$14,204.50 and funding is available in GP2031; and

WHEREAS, the city needs to establish an Apple ID for authorization on the city's behalf so SeeClickFix can work with Apple to process the city's branded app, making it available for public download.

Now therefore,

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

SECTION I. That an amendment to the agreement with Cartegraph, Systems, LLC for the upgrade to the SeeClickFix Marketplace App is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement Cartegraph, Systems, LLC for the upgrade to the SeeClickFix Marketplace App and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AMENDMENT ADD-ON #3725 to Purchase Agreement, #PA2519

This Amendment to the Purchase Agreement, #PA2519 dated June 5, 2020 is made between City of Kingsport, TN and Cartegraph Systems LLC (Collectively the "Parties").
WHEREAS, the Parties wish to **amend certain terms** of the Purchase Agreement and the Parties agree as follows:

1. Addition of SeeClickFix Marketplace App

The Parties wish to add SeeClickFix Marketplace App to as an amendment add-on to #PA2519

	Purchase Type	Qty	Unit Pric	Total Pric
YEAR 1				
SOFTWARE PRODUCTS				
SeeClickFix Marketplace APP	SeeClickFix Marketplace APP 11/2/2020 – 7/30/2021	1	\$3,750.00	\$3,750.00
YEAR 2				
SOFTWARE PRODUCTS				
SeeClickFix Marketplace APP	SeeClickFix Marketplace APP 8/1/2021 – 7/30/2022	1	\$5,150.00	\$5,150.00
YEAR 2 SUB-TOTAL				\$5,150.00
YEAR 3				
SOFTWARE PRODUCTS				
SeeClickFix Marketplace APP	SeeClickFix Marketplace APP 8/1/2022 – 7/30/2023	1	\$5,304.50	\$5,304.50
YEAR 3 SUB-TOTAL				\$5,304.50
TOTAL COST				\$14,204.50

NOTES:

The pricing listed above does not include applicable sales tax.

The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.

2. PAYMENT TERMS AND CONDITIONS, SOFTWARE INVOICING:

- \$3,750.00 due upon execution of this Purchase Agreement.
 - \$5,150.00 due 15 days prior to 2nd year anniversary of term start date.
 - \$5,304.50 due 15 days prior to 3rd year anniversary of term start date.
- This Amendment, together with #PA2519 constitutes the final, complete and exclusive statement of the agreement between the Parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the Parties.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/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 approval is granted to establish an Apple ID on the city's behalf so SeeClickFix can work with Apple to process the city's branded app to make it available for public download, and 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 such agreements necessary and proper to establish an Apple ID and to effectuate the purpose of this section of the resolution.

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

ADOPTED this the 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Accept Deeds and Deeds of Easement

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

Action Form No.: AF-294-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: R. Trent
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

An annual listing of the deeds and deeds of easements required for various city projects located in the 11th, 12th and 14th Civil Districts of Sullivan County, Tennessee are included in this Resolution which provides for the formal acceptance of the property and property rights conveyed. The attached supplemental information provides the various projects, deeds and deeds of easement obtained for the fiscal year 2019 - 2020.

Attachments:

1. Supplemental Information
2. 2020 Acceptance Resolution

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

SUPPLEMENTAL INFORMATION

AF: 294-2020

<u>Project Name</u>	<u>Project Number</u>
Miscellaneous Sewer Maintenance Projects	412-5004-501-9001
I & I Sewer Improvement Project	SW1804
I & I Water Improvement Project	WA1902
Border Regions Sanitary Sewer Extension Project	SW1801

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 11TH, 12TH AND 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

WHEREAS, the City of Kingsport, a municipal corporation of the State of Tennessee, accepts deeds and deeds of easement from the various property owners conveying to the City of Kingsport title to the property.

WHEREAS, the City of Kingsport desires to accept from various property owners deeds and deeds of easement located in the 11th, 12th and 14th Civil Districts of Sullivan County, Tennessee described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the Board of Mayor and Aldermen accept the deeds and deeds of easement from the various property owners which convey to the City of Kingsport titles to the property located in the 11th, 12th and 14th Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Exhibit "A"

Deed of Easement across the Mamie Moffitt property dated October 28, 2019 from Mamie Moffitt to the City of Kingsport, Tennessee, for the amount of \$50.00 and recorded in Deed Book 3357 at page 1221 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Janie Garnetta Horn property dated October 28, 2019 from Janie Garnetta Horn to the City of Kingsport, Tennessee, for the amount of \$540.00 and recorded in Deed Book 3357 at page 1224 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Tessa M. Murr property dated October 28, 2019 from Tessa M. Murr to the City of Kingsport, Tennessee, for the amount of \$599.00 and recorded in Deed Book 3357 at page 1230 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor Properties #2, LP property dated September 23, 2019 from Taylor Properties #2, LP to the City of Kingsport, Tennessee, for the amount of \$1,173.00 and recorded in Deed Book 3357 at page 1227 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor Properties #2, LP property dated September 23, 2019 from Taylor Properties #2, LP to the City of Kingsport, Tennessee, for the amount of \$1,070.00 and recorded in Deed Book 3357 at page 1233 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor Properties #1, LP property dated September 30, 2019 from Taylor Properties #1, LP to the City of Kingsport, Tennessee, for the amount of \$12,300.00 and recorded in Deed Book 3357 at page 1236 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor Properties #2, LP property dated September 30, 2019 from Taylor Properties #2, LP to the City of Kingsport, Tennessee, for the amount of \$370.00 and recorded in Deed Book 3357 at page 1239 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor Properties #3, LP property dated September 30, 2019 from Taylor Properties #3, LP to the City of Kingsport, Tennessee, for the amount of \$4,930.00 and recorded in Deed Book 3357 at page 1242 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David W. Frady property dated November 11, 2019 from David W. Frady to the City of Kingsport, Tennessee, for the amount of \$750.00 and recorded in Deed Book 3367 at page 1215 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the George Massey property dated October 30, 2019 from George Massey to the City of Kingsport, Tennessee, for the amount of \$240.00 and recorded in Deed Book 3367 at page 1218 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jeff Ward property dated November 29, 2019 from Jeff Ward to the City of Kingsport, Tennessee, for the amount of \$500.00 and recorded in Deed Book 3367 at page 1221 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Walter Michael Cooper and wife, Ashley Cooper property dated December 10, 2019 from Walter Michael Cooper and wife, Ashley Cooper to the City of Kingsport, Tennessee, for the amount of \$430.00 and recorded in Deed Book 3367 at page 1224 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David S. Russo and wife, Gay C. Russo property dated November 7, 2019 from David S. Russo and wife, Gay C. Russo to the City of Kingsport, Tennessee, for the amount of \$760.00 and recorded in Deed Book 3367 at page 1227 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Regina D. Lawson property dated November 18, 2019 from Regina D. Lawson to the City of Kingsport, Tennessee, for the amount of \$561.00 and recorded in Deed Book 3367 at page 1230 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kenneth W. Glass property dated November 12, 2019 from Kenneth W. Glass to the City of Kingsport, Tennessee, for the amount of \$1,000.00 and recorded in Deed Book 3367 at page 1233 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Barry D. Lyttle and wife, Anissa G. Lyttle property dated November 8, 2019 from Barry D. Lyttle and wife, Anissa G. Lyttle to the City of Kingsport, Tennessee, for the amount of \$500.00 and recorded in Deed Book 3367 at page 1236 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Sammy L. Fugate property dated November 12, 2019 from Sammy L. Fugate to the City of Kingsport, Tennessee, for the amount of \$500.00 and recorded in Deed Book 3367 at page 1239 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David Wood and wife, Carla Wood property dated January 22, 2020 from David Wood and wife, Carla Wood to the City of Kingsport, Tennessee, for the amount of \$1,480.00 and recorded in Deed Book 3367 at page 1242 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David Wood and wife, Carla Wood property dated January 22, 2020 from David Wood and wife, Carla Wood to the City of Kingsport, Tennessee, for the amount of \$1,480.00 and recorded in Deed Book 3367 at page 1242 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the DHS Express, Inc. property dated January 17, 2020 from DHS Express, Inc. to the City of Kingsport, Tennessee, for the amount of \$7,560.00 and recorded in Deed Book 3367 at page 1245 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Matthew Gene Wilkerson property dated January 13, 2020 from Matthew Gene Wilkerson to the City of Kingsport, Tennessee, for the amount of \$850.00 and recorded in Deed Book 3367 at page 1248 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kenneth Wilkerson and wife, Judy Wilkerson property dated December 17, 2019 from Kenneth Wilkerson and wife, Judy Wilkerson to the City of Kingsport, Tennessee, for the amount of \$1,350.00 and recorded in Deed Book 3367 at page 1251 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Cherokee Distributing Company, Inc. property dated December 10, 2019 from Cherokee Distributing Company, Inc. to the City of Kingsport, Tennessee, for the amount of \$2,920.00 and recorded in Deed Book 3367 at page 1254 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Michael H. Steele property dated November 19, 2019 from Michael H. Steele to the City of Kingsport, Tennessee, for the amount of \$1,862.00 and recorded in Deed Book 3367 at page 1257 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Brian K. Boling and wife, Angela N. Boling property dated January 22, 2020 from Brian K. Boling and wife, Angela N. Boling to the City of Kingsport, Tennessee, for the amount of \$1,970.00 and recorded in Deed Book 3367 at page 1260 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Amy Nicole Haynes property dated February 13, 2020 from Amy Nicole Haynes to the City of Kingsport, Tennessee, for the amount of \$200.00 and recorded in Deed Book 3372 at page 498 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the John Green Jr. and Judy Cole property dated February 25, 2020 from John Green Jr. and Judy Cole to the City of Kingsport, Tennessee, for the amount of \$410.00 and recorded in Deed Book 3372 at page 501 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Clarence Simpson Cole property dated February 10, 2020 from Clarence Simpson to the City of Kingsport, Tennessee, for the amount of \$370.00 and recorded in Deed Book 3372 at page 504 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Edward Wayne King, Jr. property dated February 11, 2020 from Edward Wayne King, Jr. to the City of Kingsport, Tennessee, for the amount of \$2,220.00 and recorded in Deed Book 3372 at page 507 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David Virgil Strickler, Jr., James Edward Strickler, Michael Lynn Strickler and Mark Edward Strickler property dated February 21, 2020 from David Virgil Strickler, Jr., James Edward Strickler, Michael Lynn Strickler and Mark Edward Strickler to the City of Kingsport, Tennessee, for the amount of \$2,340.00 and recorded in Deed Book 3372 at page 510 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Justin D. Adams and wife, Bridget Adams property dated March 24, 2020 from Justin D. Adams and wife, Bridget Adams to the City of Kingsport, Tennessee, for the amount of \$550.00 and recorded in Deed Book 3382 at page 1902 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Matthew Todd Klepper property dated March 26, 2020 from Matthew Todd Klepper to the City of Kingsport, Tennessee, for the amount of \$310.00 and recorded in Deed Book 3382 at page 1905 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Matthew Todd Klepper property dated March 26, 2020 from Matthew Todd Klepper to the City of Kingsport, Tennessee, for the amount of \$210.00 and recorded in Deed Book 3382 at page 1908 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Glass Rentals, GP property dated March 12, 2020 from Glass Rentals, GP to the City of Kingsport, Tennessee, for the amount of \$520.00 and recorded in Deed Book 3382 at page 1911 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Glass Rentals, GP property dated March 12, 2020 from Glass Rentals, GP to the City of Kingsport, Tennessee, for the amount of \$190.00 and recorded in Deed Book 3382 at page 1914 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the East Tennessee Natural Gas, LLC property dated April 24, 2020 from East Tennessee Natural Gas, LLC to the City of Kingsport, Tennessee, for the amount of \$2,130.00 and recorded in Deed Book 3382 at page 1897 in the Register's Office for Sullivan County at Blountville, Tennessee.

Quitclaim Deed for the Bobbie Phillips property dated May 29, 2020 from Bobbie Phillips to the City of Kingsport, Tennessee, for the amount of \$6,038.65 and recorded in Deed Book 3386 at page 847 in the Register's Office for Sullivan County at Blountville, Tennessee.

Clerk & Master's Tax Deed for the Michael Riddle & Michael Bays property dated June 16, 2020 from Katherine Priester, Clerk & Master to the City of Kingsport, Tennessee, for the amount of \$10,969.54 (delinquent Taxes) and recorded in Deed Book 3390 at page 2206 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Katherine Crawford, Helen Sue Maness, Jennifer Bentley and Reva Leeper, heirs of Mabel Louise Leeper property dated June 2, 2020 from Katherine Crawford, Helen Sue Maness, Jennifer Bentley and Reva Leeper to the City of Kingsport, Tennessee, for the amount of \$510.00 and recorded in Deed Book 3390 at page 2202 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Jimmy L. Fink and wife, Deborah L. Fink property dated November 4, 2019 from Jimmy L. Fink and wife, Deborah L. Fink to the City of Kingsport, Tennessee, for the amount of \$14,600.00 and recorded in Deed Book 3357 at page 855 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Daniel S. Jayne and wife, Rhonda R. Jayne property dated April 13, 2020 from Daniel S. Jayne and wife, Rhonda R. Jayne to the City of Kingsport, Tennessee, for the amount of \$275,000.00 and recorded in Deed Book 3377 at page 2331 in the Register's Office for Sullivan County at Blountville, Tennessee.



AGENDA ACTION FORM

Approving Agreement to Subordinate a Sewer Tap Fee Lien for Property Located Inside the City Limits at 941 Meadow Lane

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

Action Form No.: AF-299-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: Sid Cox/Mike Billingsley
 Presentation By: Sid Cox

Recommendation:

Approve the Resolution.

Executive Summary:

The property owners desire to re-finance the first mortgage in order to take advantage of the current lower interest rate environment. In order to meet the requirements of the loan program, and pay-off the existing first mortgage through re-financing, the City must agree to subordinate the current sewer tap fee lien to the new first mortgage established through the re-financing.

The property owner continues to make timely payments under the sewer tap fee, payment plan with the City and is current on City property taxes through tax year 2019.

Attachments:

1. Resolution
2. Subordination Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUBORDINATION AGREEMENT WITH FREEDOM MORTGAGE CORPORATION FOR LOREN PERKINS AND ANGELA HUDSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Loren Perkins and Angela Hudson acquired real property at 941 Meadow Lane in Kingsport, Tennessee by warranty deed that was recorded on February 23, 2017, in the Office of the Register of Deeds for Sullivan County at Blountville in book 3233, page 1406; and

WHEREAS, Loren Perkins and Angela Hudson executed a deed of trust on the property that was recorded on February 23, 2017, in the Office of the Register of Deeds for Sullivan County at Blountville in book 3233, page 1411; and

WHEREAS, in April, 2018, Loren Perkins and Angela Hudson executed a deed of trust to the city for a sewer tap for their property at 941 Meadow Lane in the amount of \$1,950.00, and entered into a sewer tap fee payment plan; and

WHEREAS, the deed of trust was recorded in the Office of the Register of Deeds for Sullivan County at Blountville on June 8, 2018, in book 3291, page 1356; and

WHEREAS, Loren Perkins and Angela Hudson would like to refinance their mortgage with Freedom Mortgage Corporation, which requires subordination of the deed of trust; and

WHEREAS, the subordination will essentially keep the deed of trust in the same position it now holds relative to the lien created by the deed of trust recorded on February 23, 2017; and

WHEREAS, Loren Perkins and Angela Hudson have made timely payments on the sewer tap fee payment plan.

Now therefore,

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

SECTION I. That a subordination agreement with Loren Perkins and Angela Hudson pertaining to the deed of trust to the city for a sewer tap lien for their property at 941 Meadow Lane originally securing \$1,950.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the subordination agreement with Loren Perkins and Angela Hudson 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:

SUBORDINATION OF MORTGAGE/DEED OF TRUST

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is made this _____ day of _____, 2020 by **City of Kingsport** (hereinafter "Lien-holder") AND **FREEDOM MORTGAGE CORPORATION**, a New Jersey corporation (hereinafter "Lender") whose address is 907 Pleasant Valley Avenue, Mount Laurel, New Jersey 08054;

RECITALS

1. Grantee/Lien-holder now owns or holds an interest as grantee/beneficiary of a certain MORTGAGE/DEED OF TRUST, dated **April 23, 2018** and recorded on **June 08, 2018, Instrument #3291, Page 1356**, in the office of the official Records of **Sullivan County, State of TN** in the original amount of **\$1,950.00** and now showing as a lien on certain **941 MEADOW LN. KINGSFORT, TN 37663** which premises are more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Property");

2. **Loren Perkins and Angela Hudson**, ("Owners") are the present owners of the Property and is about to execute a Mortgage/Deed of Trust and Note in the sum of an amount not to exceed **\$207,201.00** in favor of Lender.

3. Lender is willing to make such loan to Owners provided that Lender obtains a first lien on the Property and Grantee/Lien-holder agrees to unconditionally subordinate its lien to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by First Lien-holder, and to induce Lender to make a loan to Owners, Lien-holder **City of Kingsport** hereby agrees with Lender, **FREEDOM MORTGAGE CORPORATION**, that the mortgage/ deed of trust securing the note in favor of Lender, **FREEDOM MORTGAGE CORPORATION**, will be and shall remain a lien on the Property prior and superior to the lien in favor of Grantee/Lien-holder **City of Kingsport** in the same manner as if Lender's mortgage/deed of trust had been executed and recorded prior in time to the execution and recordation of Lien-holder's lien.

Grantee/Lien-holder, **City of Kingsport** further agrees that:

1. Lien-holder, **City of Kingsport** will not exercise any foreclosure rights with respect to the property and will not exercise or enforce any right or remedy which may be available to Mortgagee with respect to the Property without prior written notice to the Lender, **FREEDOM MORTGAGE CORPORATION**. All such notices should be sent to:

FREEDOM MORTGAGE CORPORATION
907 PLEASANT VALLEY AVENUE
Mount Laurel, New Jersey 08054

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a written document signed by both parties. This Agreement shall be binding upon Grantee/Lien-holder and the heirs/representatives, successors and assigns of Lien-holder, and shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns; Grantee/Lien-holder waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RECORDING REQUESTED BY:

Freedom Mortgage Corporation
907 Pleasant Valley Avenue
Mount Laurel, NJ 08054

WHEN RECORDED MAIL TO:

Freedom Mortgage Corporation
Attn: Final Docs
PO Box 8001, Fishers, IN 46038-8001

SUBORDINATION OF MORTGAGE/DEED OF TRUST

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is made this _____ day of _____, 2020
by **City of Kingsport** (hereinafter "Lien-holder") **AND FREEDOM MORTGAGE CORPORATION**, a New Jersey corporation
(hereinafter "Lender") whose address is 907 Pleasant Valley Avenue, Mount Laurel, New Jersey 08054;

RECITALS

1. Grantee/Lien-holder now owns or holds an interest as grantee/beneficiary of a certain MORTGAGE/DEED OF TRUST, dated **April 23, 2018** and recorded on **June 08, 2018, Instrument #3291, Page 1356**, in the office of the official Records of **Sullivan County**, State of **TN** in the original amount of **\$1,950.00** and now showing as a lien on certain **941 MEADOW LN. KINGSFORT, TN 37663** which premises are more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Property");

2. **Loren Perkins and Angela Hudson**, ("Owners") are the present owners of the Property and is about to execute a Mortgage/Deed of Trust and Note in the sum of an amount not to exceed **\$207,201.00** in favor of Lender.

3. Lender is willing to make such loan to Owners provided that Lender obtains a first lien on the Property and Grantee/Lien-holder agrees to unconditionally subordinate its lien to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by First Lien-holder, and to induce Lender to make a loan to Owners, Lien-holder **City of Kingsport** hereby agrees with Lender, **FREEDOM MORTGAGE CORPORATION**, that the mortgage/deed of trust securing the note in favor of Lender, **FREEDOM MORTGAGE CORPORATION**, will be and shall remain a lien on the Property prior and superior to the lien in favor of Grantee/Lien-holder **City of Kingsport** in the same manner as if Lender's mortgage/deed of trust had been

executed and recorded prior in time to the execution and recordation of Lien-holder's lien.

Grantee/Lien-holder, **City of Kingsport** further agrees that:

1. Lien-holder, **City of Kingsport** will not exercise any foreclosure rights with respect to the property and will not exercise or enforce any right or remedy which may be available to Mortgagee with respect to the Property without prior written notice to the Lender, **FREEDOM MORTGAGE CORPORATION**. All such notices should be sent to :

FREEDOM MORTGAGE CORPORATION
907 PLEASANT VALLEY AVENUE
Mount Laurel, New Jersey 08054

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a written document signed by both parties. This Agreement shall be binding upon Grantee/Lien-holder and the heirs/representatives, successors and assigns of Lien-holder, and shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns; Grantee/Lien-holder waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

City of Kingsport

Witness: _____

By: _____

Print Name _____

By: _____

Print Name _____

Title: _____

By: _____

Print Name _____

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said county, personally appeared _____

_____ To me personally known or satisfactorily proven by production of the following identification, and who being duly sworn, did say that he/she is the _____ of **City of Kingsport** the entity whose name appears on the foregoing instrument and that he/she is so authorized and did execute said instrument as on behalf of said entity as a voluntary act for the purposes heretofore mentioned.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

Legal Description



AGENDA ACTION FORM

Approving a Supplement to Real Estate Purchase and Sale Contract with Cayenne Rental Properties, GP Pertaining to the Purchase of Real Property by the City in the Press Building

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

Action Form No.: AF-303-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: Mike Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

In October of this year the board approved and the city executed a Real Estate Purchase and Sale Contract with Cayenne Rental Properties, GP allowing the city to purchase two condominium units in the press Building along with some parking area. The purpose of the purchase was to allow for future expansion of school system's programs. In that contract the city recognize that Cayenne would ask for a charitable contribution for the portion of the value of the property in excess of the amount paid by the city.

Recently, Cayenne requested that the city execute a supplement to the contract further outlining the charitable contribution process for the value of the property that exceeds the amount paid by the city. The attached resolution includes a copy of the Supplement to Real Estate Purchase and Sale Contract and authorizes the mayor to execute the same.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUPPLEMENT TO REAL ESTATE PURCHASE AND SALE CONTRACT WITH CAYENNE RENTAL PROPERTIES, GP; AUTHORIZING THE MAYOR TO EXECUTE THE SUPPLEMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE SUPPLEMENT

WHEREAS, on October 6, 2020, the board of mayor and aldermen approved a Real Estate Purchase and Sale Contract between Cayenne Rental Properties, GP and the city to purchase two condominium units and parking area in the amount of \$1,977,390.00, and the parties have executed the same; and

WHEREAS, that contract recognize that Cayenne Rental Properties, GP would seek to take a donation of the value of the fair market value of real property in excess of the amount paid by the city; and

WHEREAS, since that time Cayenne Rental Properties, GP, has requested that the city execute a Supplement to Real Estate Purchase and Sale Contract, further outlining the charitable contribution by Cayenne Rental Properties, GP.

Now therefore,

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

SECTION I. That the Supplement to Real Estate Purchase and Sale Contract with Cayenne Rental Properties, GP is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Supplement to Real Estate Purchase and Sale Contract with Cayenne Rental Properties, GP and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said Supplement to Real Estate Purchase and Sale Contract being generally as follows:

SUPPLEMENT TO REAL ESTATE PURCHASE AND SALE CONTRACT

Date: November 17, 2020
Seller: Cayenne Rental Properties, GP
Buyer: The City of Kingsport, Tennessee

Re: Real Estate Purchase and Sale Contract dated October 6, 2020 (the "Purchase Agreement") between Cayenne Rental Properties, GP (the "Seller") and The City of Kingsport, Tennessee (the "Buyer") for property located in The City of Kingsport, Tennessee, more particularly described as Unit 304 and Additional Areas A, B and C in the Purchase Agreement (collectively the "Purchased Properties")

Buyer and Seller hereby supplement the Purchase Agreement by adding the following provisions to the Purchase Agreement:

1. Seller and Buyer acknowledge that the Purchase Prices of the Purchased Properties set forth in the Purchase Agreement is below their respective fair market values, and that Seller is making a bargain sale of the Purchased Properties to Buyer for charitable purposes. To the extent that the Purchase Prices of the Purchased Properties are below fair market value, Seller and Buyer agree

that this does not reflect the existence of defects in the real property, such as environmental conditions requiring remediation, known to the Seller or Buyer.

2. Seller will obtain a "qualified appraisal" from a "qualified appraiser," as such terms are defined in the Internal Revenue Code and the regulations promulgated thereunder (the "Appraisal"), and Seller will provide a copy of the Appraisal to Buyer.

3. Seller intends that the difference between the fair market value of the Purchased Properties and the Purchase Prices of the Purchased Properties shall be treated as a charitable contribution by Seller to Buyer.

4. Buyer intends to use the Purchased Properties exclusively for public purposes, namely for the activities of the Board of Education of The City of Kingsport, Tennessee and other public purposes.

5. Buyer acknowledges that the Seller intends to claim this sale as a bargain sale for charitable purposes. As a material inducement to Seller to sell the Purchased Properties to Buyer, Buyer agrees, upon Seller's request, to promptly execute and deliver to Seller the following: (a) Donee Acknowledgement, Part IV, of IRS Form 8283 (Noncash Charitable Contributions) after completing Part IV including inserting the date Buyer received the Purchased Properties for an unrelated use; (b) a contemporaneous written acknowledgement required by IRC 170(f)(8) to substantiate Seller's charitable contribution; and (c) all other forms or documents reasonably requested by Seller to substantiate the bargain sale transaction and allow Seller to comply with the Internal Revenue Code with regard to the bargain sale transaction. Buyer agrees that the person executing each of the above forms and documents shall be an official authorized to sign tax returns of the Buyer or a person specifically authorized and designated by Buyer to sign each such form or document.

6. Execution by Buyer of IRS Form 8283 and other forms and documents required by paragraph 5 above does not represent agreement by Buyer with the claimed fair market value of the Purchased Properties as determined by the Appraisal.

7. Buyer makes no representation as to the tax consequences of the bargain sale transaction contemplated by the Purchase Agreement and this Addendum. Except for the specific obligations of Buyer set forth in this Addendum, Seller shall be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

8. This Addendum may be signed in one or more counterparts, each of which is deemed to be an original and all of which together constitute the same instrument. The parties agree that a signed counterpart sent by facsimile transmission or email shall be deemed an original counterpart for all purposes.

9. The provisions of this Addendum shall survive settlement under the Purchase Agreement. The Purchase Agreement, as amended by this Addendum, is hereby ratified and affirmed by the undersigned parties.

WITNESS the following signatures:

[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 Supplement to Real Estate Purchase and Sale Contract 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 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve a Policy with Voya's Reliastar for Stop Loss Insurance

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

Action Form No.: AF-305-2020
 Work Session: November 16, 2020
 First Reading: N/A

Final Adoption: November 17, 2020
 Staff Work By: George DeCroes
 Presentation By: George DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

The RFP process for the city's Self-Funded Health Insurance Program Excess Risk/Stop Loss insurance coverage has recently been completed. Our benefits consultant, Mark III Employee Benefits, has reviewed the proposals and recommended awarding the bid to ReliaStar Life Insurance Company (Voya) who has been our vendor for the past two years.

Voya's renewal/proposal resulted in an approximate increase of 15% on the specific reinsurance premium. The increase equates to approximately \$70,000 annually but has no increase in medical and pharmacy claims' liability for the city.

The other vendor's proposal included potential lasers on four covered members. A laser increases the specific deductible for a member based on their health conditions and expected claims. The premium was approximately \$20,000 below the renewal rate. However, the city's medical and pharmacy claims' liability would be increased by \$2,125,000.

It is our recommendation to accept the Voya proposal at the current benefit levels (\$175 Aggregating Specific and \$150k Specific).

Attachments:

1. Resolutions
2. Former Policy

Funding source appropriate and funds are available: *CM*

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 A POLICY WITH RELIASTAR LIFE INSURANCE COMPANY FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS FOR STOP LOSS INSURANCE AND OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RESOLUTION

WHEREAS, in 2020, the city issued a request for proposals for the city's self-funded health insurance excess risk stop loss insurance coverage; and

WHEREAS, the board finds it is in the best interest and advantage to the city to enter into an agreement for stop loss reinsurance with Voya's ReliaStar Life Insurance Company.

Now therefore,

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

SECTION I. That the agreement and policy with ReliaStar Life Insurance Company for stop loss reinsurance 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, acceptance of the ReliaStar Life Insurance Company to provide specific stop loss and aggregate stop loss insurance coverage for the city's self-funded health insurance plan effective January 1, 2021, through December 31, 2021, and all agreements and other documents necessary and proper to effectuate the purpose of this resolution, said agreement being as follows:

Stop Loss Proposal for City of Kingsport

Account Assumptions

Renewal as of date	October 12, 2020
Renewal good through	November 6, 2020
Situs State	Tennessee
Claim Administrator	Blue Cross Blue Shield (TN)
Network	2021-01 Blue Cross Blue Shield (State)

Additional Contract Specifications:

- No fully insured lives are covered.
- Quote assumes pharmacy benefits are not carved out to a separate Pharmacy Benefit Manager.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- We reserve the right to (i) recalculate Monthly Aggregate Factors and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the TPA, which are directly associated with the claims information we require to administer our Policy.

- Coverage is included for eligible retirees up to age 65 only. Retirees older than 65 are not eligible under the stop loss policy.
- The Renewal Rate Cap Endorsement guarantees 2022's renewal will be capped at 50% and no new individual adjusted deductible will apply (laser-free renewal).
- Rates and factors are firm through 10/8/20

The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.

[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 17th day of November, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Stop Loss Insurance Renewal Offer

Voya Employee Benefits

Prepared for:
City of Kingsport

Effective Date
01/01/2021

Policy Number
70388-5

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Experience Summary for
City of Kingsport
70388-5

Policy Record	Individual Deductible Level	Number of Paid Claims	Total Reimbursed Claims	Pending Claims	Paid Premium	Reimbursed Claims as a % of Paid Premium
01/01/2019 to 12/31/2019	\$135,000	3	\$242,579	\$0	\$470,486	51.55%
01/01/2020 to 10/31/2020	\$150,000	1	\$300,171	\$0	\$410,168	73.18%
Total			\$542,751	\$0	\$880,654	61.63%

Stop Loss Proposal for City of Kingsport

Individual Excess Risk Insurance

Plan Description	Current	Renewal Option 1	Renewal Option 2
Plan Effective Date	January 1, 2020	January 1, 2021	January 1, 2021
Coverages	Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible	\$150,000	\$150,000	\$175,000
Aggregating Individual Deductible	\$175,000	\$175,000	\$175,000
Policy Year Maximum	Unlimited	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Coverage Period	Paid in 12 Months and incurred Jan 01, 2018 or after	Paid in 12 Months and incurred Jan 01, 2018 or after	Paid in 12 Months and incurred Jan 01, 2018 or after
Benefit Percentage	100%	100%	100%
Rates Include Commissions of:	None	None	None
Endorsements			
Renewal Rate Cap	50.00%	50.00%	50.00%
Plan Mirroring Coordination	Included	Included	Included
Coverage Description	Enrollment/Quoted Rate	Enrollment/Quoted Rate	Enrollment/Quoted Rate
Composite Coverage	681/\$57.65	681/\$66.33	681/\$56.32
Cost			
Estimated Monthly Costs	\$39,260	\$45,171	\$38,354
Estimated Annual Costs	\$471,116	\$542,049	\$460,247
% Change From Current		15.06%	-2.31%

Aggregate Excess Risk Insurance

Plan Description	Current	Renewal Option 1	Renewal Option 2
Plan Effective Date	January 1, 2020	January 1, 2021	January 1, 2021
Coverages	Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor	125%	125%	125%
Individual Deductible	\$150,000	\$150,000	\$175,000
Maximum Annual Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000
Coverage Period	Paid in 12 Months and incurred Jan 01, 2018 or after	Paid in 12 Months and incurred Jan 01, 2018 or after	Paid in 12 Months and incurred Jan 01, 2018 or after
Rates Include Commissions of:	None	None	None
Coverage Description	Enrollment/Quoted Rate	Enrollment/Quoted Rate	Enrollment/Quoted Rate
PEPM	681/\$2.66	681/\$2.67	681/\$2.95
Monthly Aggregate Corridor*			
PEPM	681/\$1,178.03	681/\$1,201.95	681/\$1,211.14
Minimum Annual Aggregate Deductible	\$8,182,832	\$8,348,985	\$8,412,821
Select Acceptance Choice		<input type="checkbox"/>	<input type="checkbox"/>

Stop Loss Proposal for City of Kingsport

Account Assumptions

Renewal As Of Date	October 23, 2020
Renewal Good Through	November 6, 2020
Situs State	Tennessee
Claim Administrator	BlueCross BlueShield (TN)
Network	2021-01 BlueCross BlueShield (State)

Additional Contract Specifications:

- No fully insured lives are covered.
- Quote assumes pharmacy benefits are not carved out to a separate Pharmacy Benefit Manager.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- We reserve the right to (i) recalculate Monthly Aggregate Factors and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the TPA, which are directly associated with the claims information we require to administer our Policy.
- Coverage is included for eligible retirees up to age 65 only. Retirees older than 65 are not eligible under the stop loss policy.
- The Renewal Rate Cap Endorsement guarantees 2022's renewal will be capped at 50% and no new individual adjusted deductible will apply (laser-free renewal).
- Rates and factors are firm through 10/8/20


The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.

Authorized Signature

Date

City of Kingsport
70388-5
01/01/2021

Excess Risk Insurance is underwritten by ReliaStar Life Insurance Company. Policy form RL-SL-POL-2013 (may vary by state).



Exclusions and limitations are described in the policy.

Economic Factors: Manage the Effects of Leveraged Trend (Illustrative)

Medical trend is the anticipated annual increase in the cost of medical claims from year to year. Medical costs generally increase every year through inflation, and there are many additional factors that determine the actual medical trend for a specific health plan.

Components of medical trend include:

Plan Design

Technology

Network

Utilization Patterns

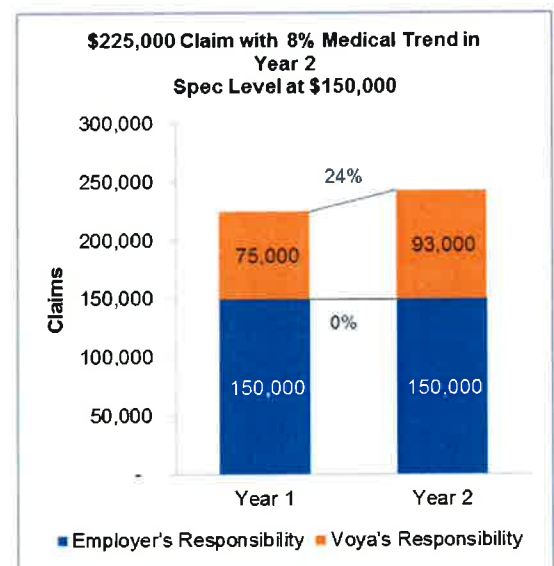
Demographics

Cost Shifting

Medical trend gets leveraged when parties responsible for medical claims do not maintain the same proportional share of the risk from year to year. Put simply, rising medical costs affect stop loss carriers differently than employers. But rather than passing our increasing risk back on to you in the form of large rate increases, we can compensate with small increases in deductibles.

Here's an example. In Year 1, the plan elects a \$150,000 individual stop loss deductible. If there is an individual claim of \$225,000, the first \$150,000 is the employer's responsibility and the remaining \$75,000 is reimbursed by the stop loss carrier.

In Year 2, assuming an 8% increase in medical costs, a claim that would have been \$225,000 in Year 1 now costs \$243,000. If the deductible doesn't change, the first \$150,000 is the employer's responsibility and the remaining \$93,000 reimbursed by the stop loss carrier. So that 8% trend produces a 24% cost increase to the stop loss carrier's claim and 0% increase to the employer.



If the stop loss deductible is left at the same dollar level year after year, the employer's risk actually decreases as a percentage of the overall claim. Conversely, the insurer's risk is increasing -- and, in response, the insurer has to increase rates well beyond medical trend.

In order to eliminate the leveraging effect, the employer should increase its individual deductible by trend each year. This essentially retains the exact same proportion of the risk.

In an effort to mitigate the effects of leveraged trend, your underwriter has included an optional quote during this year's renewal.

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity: Name: <u>City of Kingsport, Tennessee</u> Address: <u>225 West Center Street</u> <u>Kingsport, Tennessee 37660</u> Debt Issue Name: <u>General Obligation School Capital Outlay Note, Series 2020</u> <small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>																			
2. Face Amount: <u>\$ 2,000,000.00</u> Premium/Discount: <u>\$ 0.00</u>																			
3. Interest Cost: <u>1.9900 %</u> <input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____																			
4. Debt Obligation: <input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input checked="" type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease <small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Division of Local Government Finance ("DLGF").</small>																			
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REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2032	\$ 2,000,000.00	1.9900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
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If more space is needed, attach an additional sheet.

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* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 5,000	Adams and Reese LLP
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 5,000	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

Remarketing Agent
 Paying Agent / Registrar
 Trustee
 Liquidity / Credit Enhancement
 Escrow Agent
 Sponsorship / Program / Admin
 Other _____

AMOUNT
 (Basis points/\$)

FIRM NAME
 (If different from #11)

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ NoIf yes to either question, date that disclosure is due June 30Name and title of person responsible for compliance Sidney H. Cox, City Recorder/CFO**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

11/15/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on 10/30/2020

and presented at public meeting held on

11/17/2020

Copy to Director, Division of Local Govt Finance:

on 11/18/2020

either by:

☐ Mail to:

OR

☒ Email to:

Cordell Hull Building
 425 Fifth Avenue North, 4th Floor
 Nashville, TN 37243-3400

LGF@cot.tn.gov**18. Signatures:****AUTHORIZED REPRESENTATIVE****PREPARER**

Name

Patrick W. ShullCynthia M. Barnett, Esq.

Title

MayorBond Counsel

Firm

City of Kingsport, TennesseeAdams and Reese LLP

Email

PatShull@kingsporttn.govcindy.barnett@arlaw.com

Date

10/30/202010/30/2020

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

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Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
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Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 5,000	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

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Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link☐ Copy attached

or

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes ☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes ☒ NoIf yes to either question, date that disclosure is due June 30Name and title of person responsible for compliance Sidney H. Cox, City Recorder/CFO**15. Written Debt Management Policy:**

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11/15/2011

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Governing Body's approval date of the current version of the written derivative management policy

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☐ Yes ☐ No**17. Submission of Report:**

To the Governing Body:

on 10/30/2020

and presented at public meeting held on

11/17/2020

Copy to Director, Division of Local Govt Finance:

on 11/18/2020

either by:

☐ Mail to:

OR

☒ Email to:Cordell Hull Building
425 Fifth Avenue North, 4th Floor
Nashville, TN 37243-3400LGF@cot.tn.gov**18. Signatures:**Patrick W. Shull

AUTHORIZED REPRESENTATIVE

PREPARER

Name Patrick W. ShullTitle MayorFirm City of Kingsport, TennesseeEmail PatShull@kingsporttn.govDate 10/30/2020Cynthia M. Barnett, Esq.Bond CounselAdams and Reese LLPcindy.barnett@arlaw.com10/30/2020