



## **AGENDA**

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

**Monday, August 1, 2016, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

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

Mayor John Clark  
Vice Mayor Mike McIntire, Presiding  
Alderman Darrell Duncan  
Alderman Colette George

Alderman Michele Mitchell  
Alderman Tommy Olterman  
Alderman Tom C. Parham

#### **Leadership Team**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
Jim Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief

Craig Dye, Fire Chief  
Morris Baker, Community Services Director  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Sales Tax, Wellness Clinic, Safety and Projects Status – Jeff Fleming
4. Bays Mountain Update – Rob Cole, Ken Childress
5. Review of Items on August 2, 2016 Business Meeting Agenda
6. Adjourn

**Next Work Session, August 15, 2016:** MeadowView Annual Update and Projects Status

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

## BMA Report, August 1, 2016



### Financial Comments, Judy Smith

Sales tax revenue was below budget for the month of May. Total sales tax year to date is 3.90% above last year.

Sales for the month of May are realized in July.

The June monthly report indicates:

May 2015	\$1,393,582
May 2016	\$1,353,162
• \$41,564 Below budget	-2.98%
• \$40,420 Below last year's actual	-2.90%
Year to Date 2015	\$15,327,528
Year to Date 2016	\$15,922,189
• \$570,487 above budget	+3.64%
\$594,661 above last year	+3.90%

### Kingsport Employee Wellness, Terri Evans

	01/01/2016 – 06/30/2016	07/01/2016 – 07/25/2016
<b>Total Utilization</b>	<b>97.1%</b>	<b>94.0%</b>
City – Active Employees	33.2%	29.3%
City – Dependents	19.4%	20.9%
City – Retirees	3.7%	3.8%
Schools – Active Employees	21.7%	18.8%
Schools – Dependents	11.7%	16.9%
Schools – Retirees	1.7%	1.6%
Extended-Patient Services/Other	1.3%	0
Work Comp	.2%	0
No Show	4.2%	2.7%

### Worker's Compensation, Terri Evans

For the month of June 2016, the city had two (2) recordable Workers' Compensation claims. Both claims included restricted duty.\*

\*The term "restricted duty" as used in Workers' Compensation law is different from the way it is used in OSHA reporting.

1. **Public Works, Community Service Landscaping** - date of injury was 6/6/2016; employee had 23 days of restricted duty under OSHA reporting, but 3 days of restricted duty under Worker's Compensation law.  
**What happened** – Employee was operating the controls of a grabber truck picking up limbs on the side of the road. The truck was stopped in the East bound lane adjacent to the shoulder of the road. A second employee was behind the grabber to direct traffic. The truck was hit in the rear by an oncoming vehicle. This caused the employee to lurch forward and hit his head on the cab of the truck.  
**Action taken** – Employee was operating under standard operating procedure and was wearing appropriate safety gear.

2. **Schools** - date of injury was 6/16/2016; employee had 24 days of restricted duty under OSHA reporting, but no days of restricted duty under Worker's Compensation law.

**What happened** - Employee was playing a gym game with students. The employee ran across the gym to get the ball, and the employee's right ankle rolled causing the employee to fall onto the right side of foot.

**Action taken** - Employee was instructed that this was an unsafe act and to use caution in the future.

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Drill Tech is 860' into the main tunnel. Pump station perimeter walls almost complete. Electricians have ran high voltage cable from AEP pole to transformer pad.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	City signed contract submitted to TDOT on 4/22/16. Awaiting fully executed contract from TDOT.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	6/30/2017	Contract and Budget to go to BMA on 8/2/16.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Project status meeting held 7/18/16. Adjustments to the alignment for further review underway.
\$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Crews working on Foothills Backlines, Beechwood Ct, and Beechwood Dr.
\$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/WA1502	12/10/2016	Crew working on Countryside court
\$2,609,000.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 1	WA1601	7/5/2016	Contractor expects completion by 8/15. Installing on Mustang Drive & Chickasaw Rd should be complete this week.
\$2,500,000.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Easements being aquired.
\$2,400,000.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	6/15/2017	Project to be transferred to GKAD.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Installing line on Dancy Lane. Project notification letters sent out to Post Oak area.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	RFQ's opened 7/26/16. Submittals were received from 8 firms. The consultant evaluation committee to review.
\$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	12/24/2016	Point repair work ongoing on Fulton Avenue and Alley. Manhole rehab underway in Ft. Henry Drive area.
\$1,076,018.00	Ronnie Hammonds	Robbins, Steve	Demolition Landfill Clay Liner	DL 1500	7/31/2016	The clay liner work has been completed. The contractor is currently installing the shale protective layer and the leachate collection pipe.
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	TDOT Grant contract has been signed internally and sent to TDOT for signataures.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Work continues on the Right of Way plans.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	12/31/2016	Contract to go to BMA on 7/19.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Consultant Evaluation Committee selected A. Morton Thomas & Associates Inc. The professional services agreement is being processed.
\$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	11/1/2016	Expect to close on remaining property on 7/29/16. We are preparing change order documents. We expect work to begin in late August or early September.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	12/31/2016	Staff has prepared certifications for submittal to the District Attorney.
\$550,000.00	Michael Thompson	Grieb, Jacob	Enterprise Place Roadway Improvements	GP1611	12/31/2016	ARAP has been approved awaiting SWPPP.
\$500,000.00	Niki Ensor	Niki Ensor	WWTP Blower (175,000 CTEG Grant)	SW1507	9/1/2016	7/18/2016 Contractor will be on site to begin repair of sludge piping.
\$450,000.00	Chad Austin	Chad Austin	Border Regions Areas 1, 2 & 3 - Water	TBD	2/17/2017	Currently in FY18 CIP.
\$438,000.00	Hank Clabaugh	Mason, David	130 Shelby St. - Engineering Bldg. Renovation	GP1514	8/31/2016	Interior work nearly complete. Bids for parking lot improvements open 8/25.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	Offer approved 7/19/16 by BMA. We expect to close on the property 8/1/16.
\$278,647.00	Michael Thompson	Clabaugh, Hank	2016 Citywide Sidewalk Extension	GP1403	9/5/2016	Conduit installation will occur during the week of July 24. Grading for new concrete sidewalks will begin during the week of August 1.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	NTP with Design issued on 7/21/2016. 40% design plans complete. Utility coordination meeting scheduled for 8/2/16.
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	12/31/2016	Agreement has been signed by Bloomingdale Utility District. They are going to contract with American Environmental for the work
\$96,775.00	David Quillen	Gilmer, Pamela	Police Seize Car Lot - Landfill	GP1609	8/31/2016	Pre-construction meeting scheduled for July 28th at 11 a.m.
\$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	8/31/2016	Building components on site. Foundation work to begin 8/1/16.
\$90,000.00	Chad Austin	Hank Clabaugh	Kingsport South Annexation - Water	TBD	4/3/2017	Working on design for Mitchell and Pickens.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	The final construction documents have been completed. We are still awaiting the final property donation/acquisition.
\$80,000.00	Morris Baker	Mason, David	Carousel Carving Studio	GP1608	8/31/2016	Initial floor sanding complete. Framing walls.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	8/26/2016	Construction delayed for completion of new barge. Old barge is needed for construction platform, and new barge is needed to match the landing to the deck height.
\$75,000.00	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	9/30/2016	The plans have been submitted to TDEC for review and approval.
\$60,000.00	Kitty Frazier	Mason, David	V.O. Dobbins Field Lighting	GP1214	8/19/2016	Wiring new panels.
\$18,000.00	Chad Austin	Chris Alley	Sullivan County Agriculture Center Waterline Extension	Operating	9/30/2016	Signed right-of-entry form received from property owner. Awaiting signed easement agreements.
\$15,000.00	Chad Austin	Harvey Page	Centennial Park sewer line replacement - Main St.	Operations	9/1/2016	Construction to start no sooner than 8/8 due to event schedule. TDEC approved plans on record.
		Mason, David	Water/Wastewater/Stormwater Office	SW1606/WA1602	7/1/2017	Design documents nearly complete. Tentative bid date 9/8/16.
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/WA1404	12/29/2017	Project is in design phase.
	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	3/31/2017	In design.
	Chris McCartt	Mason, David	New KATS Transit Center		12/31/2017	In design.
	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542	12/31/2016	Bid Opening 8/4/16.
	Morris Baker	Mason, David	Library Children's Area	GP1400		In design.

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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, August 2, 2016, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

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

Mayor John Clark  
Vice Mayor Mike McIntire, Presiding  
Alderman Darrell Duncan  
Alderman Colette George

Alderman Michele Mitchell  
Alderman Tommy Olterman  
Alderman Tom C. Parham

#### **City Administration**

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James Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Craig Dye, Fire Chief  
Morris Baker, Community Services Director  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

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

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

#### **II.B. INVOCATION – Pastor Rick Meade, Lynn Garden Baptist Church**

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

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

1. Above and Beyond – John Blessing

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

1. Work Session – July 18, 2016
2. Business Meeting – July 19, 2016

## VI. COMMUNITY INTEREST ITEMS

### A. PUBLIC HEARINGS

None

### COMMENT

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

### B. BUSINESS MATTERS REQUIRING FIRST READING

1. Award Contract and Budget Ordinance to Transfer Funds for the Reedy Creek Sewer Trunkline Project (AF: 192-2016) (Ryan McReynolds, Chad Austin)
  - Resolution
  - Ordinance – First Reading
2. Budget Cleanup Ordinance for FY16 (Jeff Fleming)
  - Ordinance

### C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of a Portion of 932 Childress Ferry Road, Located Adjacent to the Intersection of Childress Ferry Road and Fieldcrest Road in the Fall Creek Area (AF: 188-2016) (Ken Weems)
  - Ordinance – **Second Reading and Final Adoption**
2. Vacate a Portion of Enterprise Place Right-of-Way (AF: 190-2016) (Jessica Harmon)
  - Ordinance – **Second Reading and Final Adoption**
3. Award Contract and Amend the Budget for the ARC Sewer System Upgrades Project (AF: 193-2016) (Ryan McReynolds, Chad Austin)
  - Ordinance – **Second Reading and Final Adoption**

### D. OTHER BUSINESS

1. Enter into an Agreement with W-L Construction & Paving Inc. for Paving a Portion of S. Wilcox Drive (AF: 202-2016) (Ryan McReynolds)
  - Resolution
2. Adoption of the Tennessee Department of Transportation's (TDOT's) Consultant Selection Policy and Establish the City Manager as the Legally Designated Selection Authority for this Policy (AF: 201-2016) (Ryan McReynolds)
  - Resolution
3. Agreement with KHRA to Renew Cooperation Agreement for PILOT Allowing Transfer of PILOT for Specified Projects (AF: 207-2016) (Lynn Tully)
  - Resolution

4. Agreement with KHRA to Approving a PILOT Agreement with Myrtle Street Redevelopment, LLC (AF:208-2016) (Lynn Tully)
  - Resolution
5. Agreement with KHRA approving a PILOT Agreement with Riverview Place, L.P. (AF: 209-2016) (Lynn Tully)
  - Resolution

**E. APPOINTMENTS**

None

**VII. CONSENT AGENDA**

1. Agreement with FC Dallas Tri Soccer Organization (AF: 204-2016) (Morris Baker)
  - Resolution
2. Awarding the Bid for the Purchase of Police Uniforms (AF: 205-2016) (David Quillin, Chris McCartt)
  - Resolution
3. Condemn Easements and Right-of-Ways for Colonial Heights Sewer Project – Phase 3 (AF: 200-2016) (Mike Billingsley)
  - Resolution

**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Tuesday, July 18, 2016, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By City Recorder Demming.
3. **PROJECT STATUS.** City Manager Fleming provided updates on this item.
4. **ONEKINGSPORT UPDATE.** Mayor Clark made some opening comments, pointing out the main goal of ONEKingsport was to create more demand for our city. Development Services Director Tully then gave a presentation on this item. She stated a steering committee comprised of original members of the post summit work groups would be appointed to serve for four years and meeting four times a year. Alderman Olterman was concerned there should be people added to the committee from the outside. The mayor pointed out that the meetings would be public and anyone was welcome to attend and make comments, noting the challenge would be to balance public input with practicality.
5. **REVIEW OF AGENDA ITEMS ON THE JULY 19, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.A.1 Amend Zoning of a Portion of 932 Childress Ferry Road Located Adjacent to the Intersection of Childress Ferry Road and Fieldcrest Road in the Fall Creek Area (AF: 188-2016).** City Planner Ken Weems presented this item, noting it was at the property owner's request to put up a barb wire fence.

**VI.A.2 Amend the Plan of Services for the Cherry Knoll Annexation (AF: 189-2016).** City Planner Jessica Harmon provided details on this item, stating the affected properties requested that water, sanitary sewer and street lights be held off until further development of the area.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Tuesday, July 18, 2016**

**VI.A.3 July Annexation Annual Plan of Services Report (AF: 191-2016).** City Planner Jessica Harmon discussed this item pointing out that all 18 annexations are on schedule. Vice-Mayor McIntire stated there was one in Colonial Heights that would be pressing close to the deadline and asked staff to stay on top of it.

**VI.D.2 Materials Agreement with CG Kingsport, LLC Related to the Town Park Lofts at West Sullivan Development (AF: 198-2016).** City Manager Fleming gave details on this item, noting it was for storm water materials and the goal is to bypass Canal Street and alleviate flooding.

City Manager Fleming stated he would be transitioning from his blog, noting the launch of the City's facebook page. Alderman Parham commended Assistant City Manager for Operations Ryan McReynolds and Michael Thompson for communicating construction plans with the residents of Colonial Heights. Mr. Thompson stated there were four letters, depending upon their location. Alderman Olterman asked him to send those letters to the BMA as a point of reference. Ms. Mary McNabb, citizen, also made comments on the ONEKingsport committee.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:50 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, July 19, 2016, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding  
Vice Mayor Mike McIntire  
Alderman Darrell Duncan  
Alderman Colette George

Alderman Michele Mitchell  
Alderman Tommy Olterman  
Alderman Tom C. Parham

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Rick Marshall, Joey Moody.
- II.B. **INVOCATION:** Jack Weikel, Associate Minister, First Broad Street United Methodist Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
  1. Keep Kingsport Beautiful Beautification Awards.
  2. Recognition of Conductor Cornelia Laemmli Orth, Symphony of the Mountains (Mayor Clark).
  3. Police Department. Chief Quillin presented the life-saving award to Officer Joey Moody and Officer Rick Marshall.
- V. **APPROVAL OF MINUTES.**

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

- A. July 5, 2016 Regular Work Session
- B. July 5, 2016 Regular Business Meeting

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

1. **Amend Zoning of a Portion of 932 Childress Ferry Road Located Adjacent to the Intersection of Childress Ferry Road and Fieldcrest Road in the Fall Creek Area (AF: 188-2016) (Ken Weems).**

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

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO CHILDRESS FERRY ROAD FROM R-1B, RESIDENTIAL DISTRICT TO A-1, AGRICULTURAL DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Amend the Plan of Services for the Cherry Knoll Annexation (AF: 189-2016) (Jessica Harmon).**

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

Motion/Second: McIntire/Mitchell, to pass:

**Resolution No. 2017-007**, A RESOLUTION AMENDING RESOLUTION NO. 2009-105 AND RESOLUTION NO. 2012-158 BY AMENDING THAT PORTION OF THE PLAN OF SERVICES FOR CHERRY KNOLL ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE PERTAINING TO THE PROVISIONS REGARDING WATER UPGRADES FOR FIRE PROTECTION, SANITARY SEWER AND STREET LIGHTS

Passed: All present voting "aye."

**3. July Annexation Annual Plan of Services Report (AF: 191-2016) (Jessica Harmon).** City Planner Jessica Harmon gave a brief presentation on this item.

**PUBLIC COMMENT ON ITEM VI.A.3. None.**

**4. Vacate a Portion of Enterprise Place Right-of-Way (AF: 190-2016) (Jessica Harmon).**

**PUBLIC COMMENT ON ITEM VI.A.4. None.**

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY THAT IS AT THE END OF THE CURRENT ENTERPRISE PLACE SITUATED IN THE CITY, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**PUBLIC COMMENT.** Mayor Clark 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.

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

**1. Award Contract and Amend the Budget for the ARC Sewer System Upgrades Project (AF: 193-2016) (Ryan McReynolds, Chad Austin).**

Motion/Second: Parham/Duncan, to pass:

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-008**, A RESOLUTION AWARDING THE BID FOR THE APPALACHIAN REGIONAL COMMISSIONS SEWER SYSTEM UPGRADES PROJECT TO PORTLAND UTILITIES COMPANY, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

**1. Appropriate Funding from the Tennessee Arts Commission Arts Project Support Grant (AF: 178-2016) (Morris Baker).**

Motion/Second: Mitchell/George, to pass:

**ORDINANCE NO. 6591**, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire, Mitchell, Olterman and Parham voting "aye."

**D. OTHER BUSINESS.**

**1. Lease Agreements with the Kingsport Theatre Guild and Kingsport Art Guild (AF: 197-2016) (Morris Baker).**

Motion/Second: Duncan/Mitchell, to pass:

**Resolution No. 2017-009**, A RESOLUTION APPROVING LEASE AGREEMENTS WITH THE KINGSFORT THEATRE GUILD AND THE KINGSFORT ART GUILD, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

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**2. Materials Agreement with CG Kingsport, LLC Related to the  
Town Park Lofts at West Sullivan Development (AF: 198-2016) (Jeff Fleming)**

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-010**, A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH CG KINGSFORT, LLC RELATED TO TOWN PARK LOFTS AT WEST SULLIVAN DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

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

Motion/Second: McIntire/Parham, to adopt:

**1. Award Bid for the Purchase of Road Salt to Compass Minerals  
America, Inc. for FY17 (AF: 195-2016) (Ryan McReynolds, Chris McCartt).**

Pass:

**Resolution No. 2017-011**, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF ROAD SALT TO COMPASS MINERALS AMERICA, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**2. Accept Deeds and Deeds of Easement (AF: 196-2016) (Mike  
Billingsley).**

Pass:

**Resolution No. 2017-012**, 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 KINGSFORT, 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 11<sup>TH</sup>, 12<sup>TH</sup>, 13<sup>TH</sup> AND 14<sup>TH</sup> CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

Passed: All present voting "aye."

**3. License Agreement with the Tennessee Department of  
Environment and Conservation (TDEC) for Access to an Air Monitoring Station (AF:  
194-2016) (Ryan McReynolds).**

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Pass:

**Resolution No. 2017-013**, A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NEEDED

Passed: All present voting "aye."

**4. Approval of Offer for Easement and Right-of-Way** (AF: 199-2016) (Michael Thompson).

Pass:

APPROVAL OF OFFER FOR EASEMENT AND RIGHT-OF-WAY

Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. Fleming stated he had attended a breakfast in Knoxville where our water distribution system was recognized as the best in the large category. Recognition was also received for the waste water plant. He commented on the community support of the police department and the launch of the City's new Facebook page.
  
- B. MAYOR AND BOARD MEMBERS.** Alderman Olterman thanked the Water Department for their effort, achievement and hard work. He thanked the Police Department, the Fire Department and all who participate in Funfest. Lastly he asked everyone to remember his grandson in Cincinnati. Alderman George pointed out that although Funfest was about our community, there were many who travelled here for it. She asked everyone to be welcoming and to participate. Ms. George also stated she appreciated what the police do and mentioned that DB Band cards were on sale. Vice-Mayor thanked the city employees involved with Funfest: police, fire and public works. He also mentioned that school would start back before the next meeting and asked everyone to be aware of the kids. Alderman Duncan thanked the Funfest committee for their hard work. He stated in July, the KCVB brought in twelve million dollars through youth sport events. He also mentioned there would be a car show this Friday in conjunction with Funfest that would bring 600 to 700 people and 1.4 million dollars. Alderman Mitchell commented on the extreme heat, noting that many non-profits are taking care of people and volunteers would be helpful. She also stated it's exciting to share Funfest and Kingsport in general in her travels. Alderman Parham commented the best measure of our job is what others say, listing many organizations that have made positive comments about Kingsport, the mayor and city staff. He asked folks to remember their pets in this extreme heat also. Mayor Clark stated Funfest is a

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way to showcase the city. He commented on the awards to the water department, stating that infrastructure is often taken for granted and it's nice to be recognized. The mayor stated Kingsport has a lot of momentum, pointing out we need to continue driving it and capitalize on it.

**C. VISITORS.** Ms. Mary McNabb commented on Funfest. Another citizen commented on the character and quality of the police department.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:00 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



**AGENDA ACTION FORM**

**Award Contract and Budget Ordinance to Transfer Funds for the Reedy Creek Sewer Trunkline Project**

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

Action Form No.: AF-192-2016  
Work Session: August 1, 2016  
First Reading: August 2, 2016

Final Adoption: August 19, 2016  
Staff Work By: N. Eichmann  
Presentation By: R. McReynolds/C. Austin

**Recommendation:**

Approve the Resolution and Budget Ordinance.

**Executive Summary:**

As part of the Wastewater Master Plan, the original sewer trunkline that was built in the 1940's from the wastewater plant to Sullivan Street needs to be replaced and the lift station at that location eliminated. The new 48" sewer trunkline will replace an existing 30" sewer trunkline. This will allow for more capacity through the Reedy Creek sewer basin. It will also eliminate the need for the existing lift station, as this provides gravity sewer to the location of the existing station.

Bids were opened for the Reedy Creek Sewer Trunkline project on June 8, 2016. This project consists of replacement of approximately 6,000 LF of sewerline (48", 36", 18", and 12") and all related appurtenances. The allotted time for construction will be 450 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Garney Companies, Inc. as follows:

Base Bid.....	\$6,411,000.00
Contingency 6%.....	\$384,700.00
Total Project Cost.....	\$6,795,700.00

A budget ordinance appropriating funds to SW1706 from SW1307, SW1400, and SW1505 is requested.

**Attachments:**

1. Contract Award Resolution
2. Budget Ordinance
3. Bid Opening Minutes
4. Location Map
5. Bid Tabulation

Funding source appropriate and funds are available 

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION AWARDED THE BID FOR THE REEDY CREEK SEWER TRUNKLINE PROJECT TO GARNEY COMPANIES, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 8, 2016, for the Reedy Creek Sewer Trunkline project;  
and

WHEREAS, upon review of the bids, the board finds Garney Companies, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for replacement of approximately 6,000 linear feet of sewerline (48", 36", 18", and 12") and all related appurtenances from Garney Companies, Inc. at an estimated construction cost of \$6,795,700.00; and

WHEREAS, funding is identified in project numbers SW1704 with the attached budget ordinance approval;

Now therefore,

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

SECTION I. That the bid for the Reedy Creek Sewer Trunkline project, consisting of replacement of approximately 6,000 linear feet of sewerline (48", 36", 18", and 12") and all related appurtenances at an estimated cost of \$6,795,700.00 is awarded to Garney Companies, Inc, and the mayor is authorized and directed to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 2nd day of August, 2016.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE REEDY CREEK TRUNKLINE PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budget be amended by transferring \$22,560 from the Facilities Building Imp. (SW1006) to the Sewer Maintenance Facility Upgrades project (SW1606), by transferring \$3,564,344 to the Colonial Heights Phase 4 project (SW1511) from the Colonial Heights Phase 3 project (SW1502) and by transferring \$1,206,244 from the Colonial Heights EF13-05 project (SW1307), \$4,645,121 from the Reedy Creek Trunkline project (SW1400), \$810,000 from the TRMT PLT Equalize Basin (SW1505) and \$133,899 from the Colonial Heights Phase 3 project (SW1502) to the Reedy Creek Trunkline project (SW1706). The total amount transferred to the Reedy Creek Trunkline is \$6795,263. Projects SW1006, SW1307, SW1400 and SW1505 will be closed.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 452 Sewer Fund</b>			
<b>Facilities Building Imp (SW1006)</b>			
<b>Revenues:</b>			
452-0000-391-0525 Series 2009 D (BABS) GO	\$ 1,410	\$ 0	\$ 1,410
452-0000-391-0526 Series 2011 GO Bonds	50,737	0	50,737
452-0000-391-4200 From Sewer Fund	246,458	(22,560)	223,898
<b>Totals:</b>	<b>298,605</b>	<b>(22,560)</b>	<b>276,045</b>
<b>Expenditures:</b>			
452-0000-606-2022 Construction Contracts	187,000	20,847	207,847
452-0000-606-2023 Arch/Eng/Landscaping	24,400	(16,486)	7,914
452-0000-606-9003 Improvements	87,205	(26,921)	60,284
<b>Totals:</b>	<b>298,605</b>	<b>(22,560)</b>	<b>276,045</b>
 <b>Fund 452 Sewer Fund</b>			
<b>Colonial HGHTS EF13-05 (SW1307)</b>			
<b>Revenues:</b>			
452-0000-391-0529 Series 2013B GO Pub Imp	\$ 3,014,052	\$ (1,187,244)	\$ 1,826,808
452-0000-391-4200 From Sewer Fund	19,000	(19,000)	0
<b>Totals:</b>	<b>3,033,052</b>	<b>(1,206,244)</b>	<b>1,826,808</b>
<b>Expenditures:</b>			
452-0000-606-2023 Arch/Eng/Landscaping	19,000	198,604	217,604
452-0000-606-9001 Land	50,000	5,298	55,298
452-0000-606-9003 Improvements	2,964,052	(1,410,146)	1,553,906
<b>Totals:</b>	<b>3,033,052</b>	<b>(1,206,244)</b>	<b>1,826,808</b>
 <b>Fund 452 Sewer Fund</b>			
<b>Reedy Creek Trunkline (SW1400)</b>			
<b>Revenues:</b>			
452-0000-391-0529 Series 2013B GO Pub Imp	\$ 4,100,000	\$ (3,426,375)	\$ 673,625
452-0000-391-4200 From Sewer Fund	1,225,759	(1,218,745)	7,014
<b>Totals:</b>	<b>5,325,759</b>	<b>(4,645,120)</b>	<b>680,639</b>

**Expenditures:**

452-0000-606-2023 Arch/Eng/Landscaping	600,086	(16,273)	583,813
452-0000-606-9001 Land	100,000	(13,445)	86,555
452-0000-606-9003 Improvements	4,625,673	(4,615,402)	10,271
<b>Totals:</b>	<b>5,325,759</b>	<b>(4,645,120)</b>	<b>680,639</b>

**Fund 452 Sewer Fund**

**Colonial Heights Phase 3 (SW1502)**

**Revenues:**

452-0000-391-0531 Series 2014B GO Pub Imp	\$ 1,851,408	\$ 0	\$ 1,851,408
452-0000-391-0540 2015A (OCT) GO Pub Imp. Bonds	4,900,000	(3,698,243)	1,201,757
<b>Totals:</b>	<b>6,751,408</b>	<b>(3,698,243)</b>	<b>3,053,165</b>

**Expenditures:**

452-0000-606-2023 Arch/Eng/Landscaping	850,000	(487,119)	362,881
452-0000-606-9001 Land	500,000	(383,964)	116,036
452-0000-606-9003 Improvements	5,401,408	(2,827,160)	2,574,248
<b>Totals:</b>	<b>6,751,408</b>	<b>(3,698,243)</b>	<b>3,053,165</b>

**Fund 452 Sewer Fund**

**TRMT PLT Equalize Basin (SW1505)**

**Revenues:**

452-0000-391-0531 Series 2014B GO Pub Imp	\$ 810,000	\$ (810,000)	\$ 0
<b>Totals:</b>	<b>810,000</b>	<b>(810,000)</b>	<b>0</b>

**Expenditures:**

452-0000-606-2023 Arch/Eng/Landscaping	48,600	(48,600)	0
452-0000-606-9001 Land	100,000	(100,000)	0
452-0000-606-9003 Improvements	661,400	(661,400)	0
<b>Totals:</b>	<b>810,000</b>	<b>(810,000)</b>	<b>0</b>

**Fund 452 Sewer Fund**

**Maintenance Facility Imp. (SW1606)**

**Revenues:**

452-0000-391-4200 From Sewer Fund	\$ 500,000	\$ 22,560	\$ 522,560
<b>Totals:</b>	<b>500,000</b>	<b>22,560</b>	<b>522,560</b>

**Expenditures:**

452-0000-606-2023 Arch/Eng/Landscaping	50,000	805	50,805
452-0000-606-9003 Improvements	450,000	21,755	471,755
<b>Totals:</b>	<b>500,000</b>	<b>22,560</b>	<b>522,560</b>

**Fund 452 Sewer Fund**

**Colonial Heights Phase 4 (SW1511)**

**Revenues:**

452-0000-391-0525 2009D (BABS) GO	\$ 61,032	\$ 0	\$ 61,032
452-0000-391-0540 2015A (OCT) GO Pub Imp. Bonds	0	3,564,344	3,564,344
452-0000-391-4200 From Sewer Fund	423,217	0	423,217
<b>Totals:</b>	<b>484,249</b>	<b>3,564,344</b>	<b>4,048,593</b>

**Expenditures:**

452-0000-606-2023 Arch/Eng/Landscaping	200,000	0	200,000
452-0000-606-9001 Land	100,000	0	100,000
452-0000-606-9003 Improvements	184,249	3,564,344	3,748,593
<b>Totals:</b>	<b>484,249</b>	<b>3,564,344</b>	<b>4,048,593</b>

**Fund 452 Sewer Fund**  
**Reedy Creek Trunk Line (SW1706)**

**Revenues:**

	\$	\$	\$
452-0000-391-0529 Series 2013B GO Pub Imp	0	4,613,619	4,613,619
452-0000-391-0531 Series 2014B GO Pub Imp	0	810,000	810,000
452-0000-391-0540 2015A (OCT) GO Pub Imp. Bonds	0	133,899	133,899
452-0000-391-4200 From Sewer Fund	0	1,237,745	1,237,745
<b>Totals:</b>	<b>0</b>	<b>6,795,263</b>	<b>6,795,263</b>

**Expenditures:**

452-0000-606-9003 Improvements	0	6,795,263	6,795,263
<b>Totals:</b>	<b>0</b>	<b>6,795,263</b>	<b>6,795,263</b>

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

, Mayor  
 ATTEST:

\_\_\_\_\_  
 JOHN CLARK

\_\_\_\_\_  
 ANGELA L. MARSHALL  
 Deputy City Recorder

APPROVED AS TO FORM:

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

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

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

MINUTES  
BID OPENING  
June 8, 2016  
4:00 P.M.

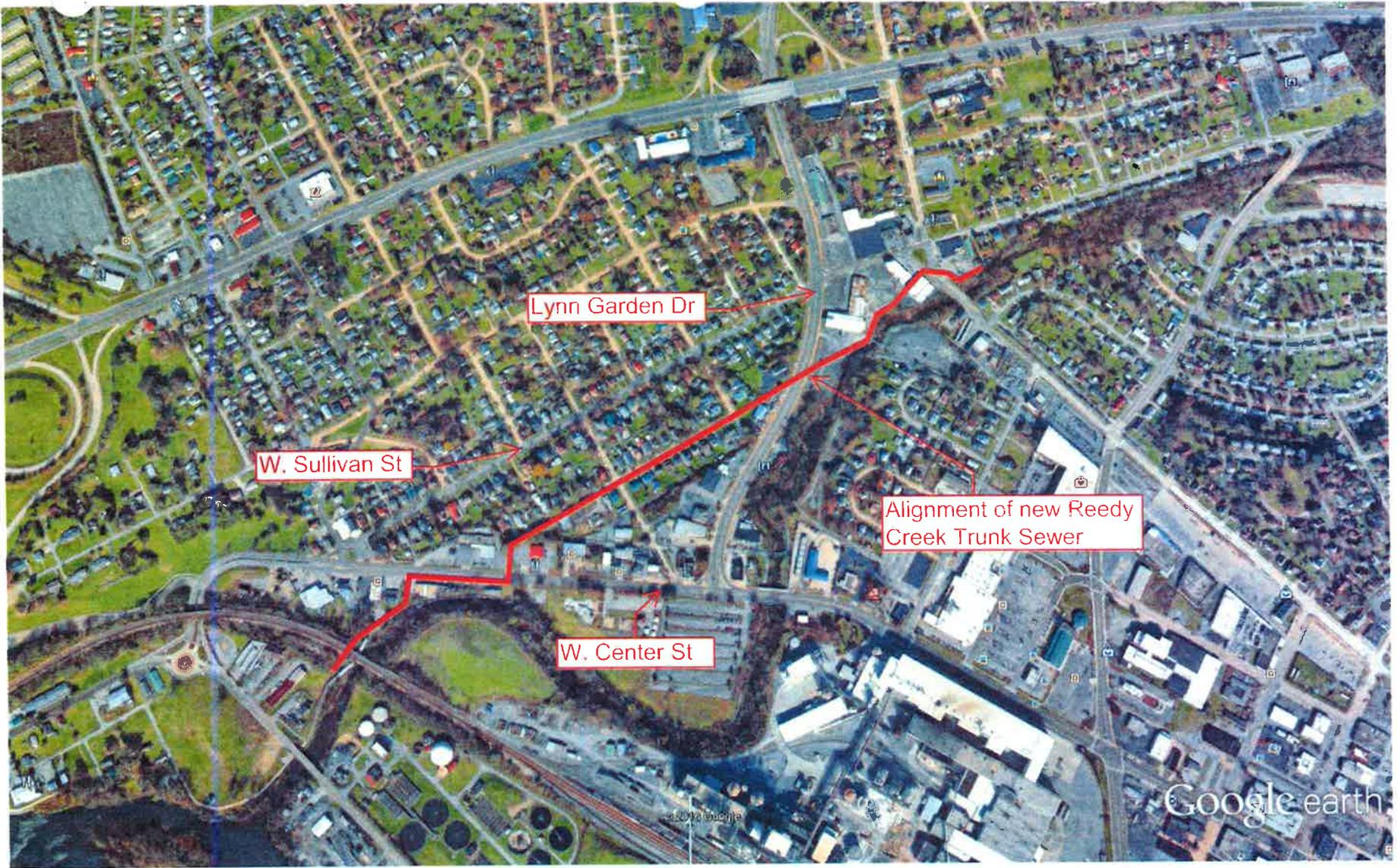
Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Chad Austin, Water Distribution Manager; Norman Eichman, Water/Sewer Maintenance Department; Anthony Crist and David Kiefer, Gresham, Smith and Partners

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

The Procurement Manager opened with the following bids:

REEDY CREEK TRUNK SEWER IMPROVEMENTS			
Vendor:	Base Bid:	Alternate Bid:	Comments:
Cleary Construction, Inc.	\$7,749,804.31	No Bid	N/A
Garney Companies	\$6,411,000.00	\$6,411,000.00	N/A
Layne Heavy Civil, Inc.	\$6,747,969.31	\$6,547,826.31	N/A
Norris Brothers Excavating, LLC	\$4,256,996.67	\$4,970,832.36	Whiteout used. Bid not signed.
Summers-Taylor	\$6,852,987.81	No Bid	N/A
Thomas Construction Co., Inc.	\$7,487,846.31	\$7,392,015.31	N/A

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



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G R E S H A M  
S M I T H   A N D  
P A R T N E R S

June 14, 2016

Mr. Norman Eichmann  
City of Kingsport  
1213 Konnarock Road  
Kingsport, TN 37664

**Subject: Recommendation to Award Contract  
Reedy Creek Trunk Sewer Improvements  
City of Kingsport  
GS&P Project No. 28270.04**

Dear Mr. Eichmann:

As you are aware, bids for the above referenced project were received, opened publicly, and read aloud at the Council Room, City Hall at 4:00 p.m. Eastern Daylight Time on Wednesday, June 8, 2016. A total of five responsive bids were received for the project. Certified Bid Tabulations are enclosed herewith including a unit price detail tabulation and a summary total tabulation.

We have reviewed all of the responsive bids that were received and opened. Garney Companies, Inc. (herein referred to as Garney) submitted the lowest price bid for both the Base Bid and Alternate Bid, with a Base Bid total of \$6,411,000 and an Alternate Bid total of \$6,411,000.

Based on our review of the bid materials and our prior experience with the company, Garney appears qualified to perform the work, and they possess a current Tennessee contractor's license with the appropriate classifications and monetary limit for the type of work involved. Further, we believe that the amount of Garney's bid is reasonable for both the Base Bid and the Alternate Bid.

Based on our knowledge and experience with the pipe materials and construction details involved with both the Base Bid and the Alternate Bid, we conclude that with costs being equal, the Base Bid is recommended. Therefore, we recommend that Garney be awarded the contract for the Base Bid in the full amount of their Base Bid, with award of the contract contingent upon Garney providing all required bonds, insurance, certifications, etc.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact our office.

Sincerely,

Anthony Crist, P.E.  
Senior Associate

Copy    Chad Austin – City of Kingsport  
          Sandy Crawford – City of Kingsport  
          David Kiefer, P.E. – GS&P  
          File: 28270.04/0.1

Design Services For The Built Environment

1111 N. Northshore Drive, Suite S-400 / Knoxville, Tennessee 37919 / Phone 865.521.6777 / [www.greshamsmith.com](http://www.greshamsmith.com)

**Certified Bid Tabulation Form**

Project: Reedy Creek Trunk Sewer Improvements

Owner: City of Kingsport

Bid Opening: June 8, 2016 at 4:00 P.M.

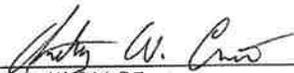
GS&P: 28270.04

SUMMARY TOTALS	Garney Companies, Inc. Nashville, TN	Layne Heavy Civil, Inc. Fairburn, GA	Summers-Taylor, Inc. Elizabethton, TN	Thomas Construction Co., Inc. Johnson City, TN	Cleary Construction, Inc. Tompkinsville, KY
Base Bid Total	\$ 6,411,000.00	\$ 6,749,818.31 *	\$ 6,852,987.81	\$ 7,487,846.31	\$ 7,749,804.31
Alternate Bid Total	\$ 6,411,000.00	\$ 6,548,215.31 *	No Bid	\$ 7,392,015.31	No Bid

\*indicates math error corrected

BID DOCUMENTS	Garney Companies, Inc.	Layne Heavy Civil, Inc.	Summers-Taylor, Inc.	Thomas Construction Co., Inc.	Cleary Construction, Inc.
Bid Form	Yes	Yes	Yes	Yes	Yes
Acknowledgement of Addendum No. 1	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes
Drug Free Work Place Affidavit	Yes	Yes	Yes	Yes	Yes
Statement of Non-collusion	Yes	Yes	Yes	Yes	Yes

I hereby certify that the above Bid Tabulation is true and correct for the bids received by the City of Kingsport, Tennessee, on June 8, 2016, at 4:00 p.m. EDT, and represents the bids for the Reedy Creek Trunk Sewer Improvements project.

  
Anthony W. Crist, P.E.

TN License No. 109734

6/14/16  
Date



**Certified Bid Tabulation Form**

Project: Reedy Creek Trunk Sewer Improvements

Owner: City of Kingsport

Bid Opening: June 8, 2016 at 4:00 P.M.

GS&P: 28270.04

BASE BID DETAILS				Garney Companies, Inc. Nashville, TN		Layne Heavy Civil, Inc. Fairburn, GA		Summers-Taylor, Inc. Elizabethton, TN		Thomas Construction Co., Inc. Johnson City, TN		Cleary Construction, Inc. Tompkinsville, KY	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Utility Pole Relocation Allowance (Reference the General Notes)	LS	1	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31
2.	Mobilization	LS	1	\$ 205,000.00	\$ 205,000.00	\$ 169,048.00	\$ 169,048.00	\$ 366,000.00	\$ 366,000.00	\$ 440,000.00	\$ 440,000.00	\$ 1,325,000.00	\$ 1,325,000.00
3.	Sewer Flow Control	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 600,635.00	\$ 600,635.00	\$ 315,000.00	\$ 315,000.00	\$ 335,000.00	\$ 335,000.00	\$ 195,000.00	\$ 195,000.00
4.	Traffic Control (Including Greenbelt Traffic)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 161,722.00	\$ 161,722.00	\$ 75,000.00	\$ 75,000.00	\$ 70,000.00	\$ 70,000.00	\$ 100,000.00	\$ 100,000.00
5.	Clearing and Grubbing	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 27,201.00	\$ 27,201.00	\$ 25,000.00	\$ 25,000.00	\$ 143,000.00	\$ 143,000.00	\$ 17,000.00	\$ 17,000.00
6.	Erosion Control	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 98,931.00	\$ 98,931.00	\$ 60,000.00	\$ 60,000.00	\$ 130,000.00	\$ 130,000.00	\$ 46,000.00	\$ 46,000.00
7.	Abandon In Place Existing Gravity Sewer Pipe with Non-Shrink Grout or Flowable Fill												
	12-Inch Diameter with Non-Shrink Grout	LF	98	\$ 15.00	\$ 1,470.00	\$ 22.00	\$ 2,156.00	\$ 11.00	\$ 1,078.00	\$ 38.00	\$ 3,724.00	\$ 36.00	\$ 3,528.00
	12-Inch Diameter with Flowable Fill	LF	124	\$ 15.00	\$ 1,860.00	\$ 18.00	\$ 2,232.00	\$ 12.00	\$ 1,488.00	\$ 29.00	\$ 3,596.00	\$ 26.00	\$ 3,224.00
	18-Inch Diameter with Non-Shrink Grout	LF	113	\$ 20.00	\$ 2,260.00	\$ 30.00	\$ 3,390.00	\$ 24.00	\$ 2,712.00	\$ 44.00	\$ 4,972.00	\$ 36.00	\$ 4,068.00
	18-Inch Diameter with Flowable Fill	LF	158	\$ 20.00	\$ 3,160.00	\$ 42.00	\$ 6,636.00	\$ 24.00	\$ 3,792.00	\$ 48.00	\$ 7,584.00	\$ 26.00	\$ 4,108.00
	30-Inch Diameter with Non-Shrink Grout	LF	265	\$ 35.00	\$ 9,275.00	\$ 63.00	\$ 16,695.00	\$ 65.00	\$ 17,225.00	\$ 105.00	\$ 27,825.00	\$ 77.00	\$ 20,405.00
	30-Inch Diameter with Flowable Fill	LF	404	\$ 35.00	\$ 14,140.00	\$ 70.00	\$ 28,280.00	\$ 65.00	\$ 26,260.00	\$ 95.00	\$ 38,380.00	\$ 61.00	\$ 24,644.00
8.	Abandon In Place Existing Manhole												
	4-Foot Diameter	VF	95	\$ 175.00	\$ 16,625.00	\$ 118.00	\$ 11,210.00	\$ 140.00	\$ 13,300.00	\$ 160.00	\$ 15,200.00	\$ 110.00	\$ 10,450.00
	5-Foot Diameter	VF	71	\$ 200.00	\$ 14,200.00	\$ 154.00	\$ 10,934.00	\$ 200.00	\$ 14,200.00	\$ 180.00	\$ 12,780.00	\$ 170.00	\$ 12,070.00
9.	Remove Existing Gravity Sewer Pipes from Stream												
	18-Inch Gravity Sewer Pipe from Reedy Creek, Approximately 67LF (See Sheet C6.0)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 12,910.00	\$ 12,910.00	\$ 1,500.00	\$ 1,500.00	\$ 6,450.00	\$ 6,450.00	\$ 3,000.00	\$ 3,000.00
	24-Inch Gravity Sewer Force Main from Reedy Creek, Approximately 150LF (See Sheet C6.0)	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 23,593.00	\$ 23,593.00	\$ 3,000.00	\$ 3,000.00	\$ 6,450.00	\$ 6,450.00	\$ 3,000.00	\$ 3,000.00
	24-Inch Gravity Sewer Force Main from Reedy Creek, Approximately 25LF (See Sheet C7.0)	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 7,568.00	\$ 7,568.00	\$ 1,000.00	\$ 1,000.00	\$ 3,225.00	\$ 3,225.00	\$ 3,000.00	\$ 3,000.00
10.	Asphalt Pavement: Lomax Street Area Only (See Sheet T1.0)												
	Saw Cut Gutter, Remove Existing Concrete Pavement and Base (East Lomax Street Area)	SY	2,047	\$ 18.00	\$ 36,846.00	\$ 15.00	\$ 30,705.00	\$ 17.50	\$ 35,822.50	\$ 22.00	\$ 45,034.00	\$ 11.00	\$ 22,517.00
	Aggregate Base and Asphalt Binder (West Lomax Street; See Drawing Nos. A3.5 and A6.7)	SY	649	\$ 120.00	\$ 77,880.00	\$ 49.00	\$ 31,801.00	\$ 29.50	\$ 19,145.50	\$ 35.00	\$ 22,715.00	\$ 34.00	\$ 22,066.00
	Crushed Stone Base, Prime Coat, Asphalt Binder (East Lomax Street Area)	SY	2,047	\$ 31.00	\$ 63,457.00	\$ 43.00	\$ 88,021.00	\$ 31.50	\$ 64,480.50	\$ 36.00	\$ 73,692.00	\$ 37.00	\$ 75,739.00
	Tack Coat and Bituminous Pavement Surface (All of Lomax Street)	SY	3,210	\$ 14.00	\$ 44,940.00	\$ 12.00	\$ 38,520.00	\$ 10.00	\$ 32,100.00	\$ 12.00	\$ 38,520.00	\$ 12.00	\$ 38,520.00

**Certified Bid Tabulation Form (continued)**

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS			Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.		
11.	<b>Special Pavement Restoration (West Center Street Only; See Sheet C9.0 and C10.0)</b>												
	Aggregate Base and Asphalt Binder (See Drawing A3.5)	SY	687	\$ 230.00	\$ 158,010.00	\$ 182.00	\$ 125,034.00 *	\$ 63.00	\$ 43,281.00	\$ 65.00	\$ 44,655.00	\$ 73.00	\$ 50,151.00
	Special Pavement Surface Overlay and Restoration	SY	2,280	\$ 22.00	\$ 50,160.00	\$ 20.00	\$ 45,600.00	\$ 16.10	\$ 36,708.00	\$ 20.00	\$ 45,600.00	\$ 19.00	\$ 43,320.00
12.	<b>Asphalt Pavement Repair, General (Aggregate Base, Tack Coat, Binder, Bituminous Pavement Surface, Pavement Markings)</b>	SY	2,580	\$ 64.00	\$ 165,120.00	\$ 83.00	\$ 214,140.00	\$ 56.00	\$ 144,480.00	\$ 60.00	\$ 154,800.00	\$ 65.00	\$ 167,700.00
13.	<b>Asphalt Pavement Repair, Greenbelt Path</b>	SY	182	\$ 62.00	\$ 11,284.00	\$ 151.00	\$ 27,482.00	\$ 45.00	\$ 8,190.00	\$ 70.00	\$ 12,740.00	\$ 52.00	\$ 9,464.00
14.	<b>Portland Cement Concrete Pavement, Plain</b>	SY	60	\$ 120.00	\$ 7,200.00	\$ 38.00	\$ 2,280.00	\$ 104.00	\$ 6,240.00	\$ 110.00	\$ 6,600.00	\$ 121.00	\$ 7,260.00
15.	<b>Portland Cement Concrete Pavement, Reinforced</b>	SY	60	\$ 140.00	\$ 8,400.00	\$ 52.00	\$ 3,120.00	\$ 189.00	\$ 11,340.00	\$ 125.00	\$ 7,500.00	\$ 220.00	\$ 13,200.00
16.	<b>Portland Cement Concrete Pad (See Detail on Sheet C10.0)</b>	SY	14	\$ 140.00	\$ 1,960.00	\$ 52.00	\$ 728.00	\$ 195.00	\$ 2,730.00	\$ 225.00	\$ 3,150.00	\$ 226.00	\$ 3,164.00
17.	<b>Gravel Driveway</b>	SY	100	\$ 6.00	\$ 600.00	\$ 31.00	\$ 3,100.00	\$ 16.00	\$ 1,600.00	\$ 15.00	\$ 1,500.00	\$ 19.00	\$ 1,900.00
18.	<b>Sidewalks, Concrete, Removal and Replacement</b>	SF	592	\$ 7.50	\$ 4,440.00	\$ 13.00	\$ 7,696.00	\$ 18.00	\$ 10,656.00	\$ 13.00	\$ 7,696.00	\$ 21.00	\$ 12,432.00
19.	<b>Curbs, Concrete, Removal and Replacement</b>	LF	155	\$ 40.00	\$ 6,200.00	\$ 24.00	\$ 3,720.00	\$ 55.00	\$ 8,525.00	\$ 50.00	\$ 7,750.00	\$ 64.00	\$ 9,920.00
20.	<b>Permanent Seeding with Mulch</b>	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,927.00	\$ 3,927.00	\$ 19,000.00	\$ 19,000.00	\$ 6,000.00	\$ 6,000.00	\$ 85,000.00	\$ 85,000.00
21.	<b>Creek Crossing, Complete Installation</b>												
	Line No. 1, Station 42+17 to 42+60	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 48,288.00	\$ 48,288.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 56,000.00	\$ 56,000.00
	Line No. 4, Station 0+12 to 0+82	LS	1	\$ 46,000.00	\$ 46,000.00	\$ 207,671.00	\$ 207,671.00	\$ 14,000.00	\$ 14,000.00	\$ 52,000.00	\$ 52,000.00	\$ 90,000.00	\$ 90,000.00
22.	<b>Temporary Stream Barrier, Line No.1 (See Sheet C16.0)</b>	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 24,620.00	\$ 24,620.00	\$ 11,000.00	\$ 11,000.00	\$ 8,300.00	\$ 8,300.00	\$ 66,000.00	\$ 66,000.00
23.	<b>Tunneling, Complete Installation</b>												
	Line No. 1, Station 1+77 to 4+58	LS	1	\$ 740,000.00	\$ 740,000.00	\$ 849,418.00	\$ 849,418.00	\$ 825,000.00	\$ 825,000.00	\$ 700,000.00	\$ 700,000.00	\$ 690,000.00	\$ 690,000.00
	Line No. 1, Station 29+33 to 39+94	LS	1	\$ 460,000.00	\$ 460,000.00	\$ 526,286.00	\$ 526,286.00	\$ 525,000.00	\$ 525,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
	Line No. 1, Station 39+00 to 40+26	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 440,995.00	\$ 440,995.00	\$ 425,000.00	\$ 425,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
24.	<b>Slip-Line Gravity Sewer Pipe, HDPE</b>												
	New 12-Inch Dia. HDPE Inside Existing 30-Inch Dia. Concrete	LF	92	\$ 200.00	\$ 18,400.00	\$ 161.00	\$ 14,812.00	\$ 135.00	\$ 12,420.00	\$ 190.00	\$ 17,480.00	\$ 292.00	\$ 26,864.00
25.	<b>Gravity Sewer Pipe, PVC, 8 Inches, Unpaved</b>												
	0 - 6 Feet Deep	LF	66	\$ 109.00	\$ 7,194.00	\$ 98.00	\$ 6,468.00	\$ 100.00	\$ 6,600.00	\$ 47.00	\$ 3,102.00	\$ 74.00	\$ 4,884.00
	6 - 8 Feet Deep	LF	28	\$ 109.00	\$ 3,052.00	\$ 103.00	\$ 2,884.00	\$ 110.00	\$ 3,080.00	\$ 47.00	\$ 1,316.00	\$ 74.00	\$ 2,072.00
	8 - 10 Feet Deep	LF	40	\$ 109.00	\$ 4,360.00	\$ 109.00	\$ 4,360.00	\$ 110.00	\$ 4,400.00	\$ 57.00	\$ 2,280.00	\$ 74.00	\$ 2,960.00
	10 - 12 Feet Deep	LF	230	\$ 109.00	\$ 25,070.00	\$ 116.00	\$ 26,680.00	\$ 100.00	\$ 23,000.00	\$ 79.00	\$ 18,170.00	\$ 74.00	\$ 17,020.00
26.	<b>Gravity Sewer Pipe, PVC, 12 Inches, Unpaved</b>												
	8 - 10 Feet Deep	LF	20	\$ 120.00	\$ 2,400.00	\$ 114.00	\$ 2,280.00	\$ 185.00	\$ 3,700.00	\$ 180.00	\$ 3,600.00	\$ 88.00	\$ 1,760.00
27.	<b>Gravity Sewer Pipe, FRPMP, 24 Inches, Unpaved</b>												
	14 - 16 Feet Deep	LF	39	\$ 258.00	\$ 10,062.00	\$ 181.00	\$ 7,059.00	\$ 450.00	\$ 17,550.00	\$ 330.00	\$ 12,870.00	\$ 258.00	\$ 10,062.00
	16 - 18 Feet Deep	LF	13	\$ 258.00	\$ 3,354.00	\$ 187.00	\$ 2,431.00	\$ 450.00	\$ 5,850.00	\$ 330.00	\$ 4,290.00	\$ 258.00	\$ 3,354.00
	18 - 20 Feet Deep	LF	52	\$ 258.00	\$ 13,416.00	\$ 195.00	\$ 10,140.00	\$ 450.00	\$ 23,400.00	\$ 330.00	\$ 17,160.00	\$ 338.00	\$ 17,576.00
	Greater than 20 Feet Deep	LF	110	\$ 258.00	\$ 28,380.00	\$ 294.00	\$ 32,340.00	\$ 450.00	\$ 49,500.00	\$ 330.00	\$ 36,300.00	\$ 338.00	\$ 37,180.00

Certified Bid Tabulation Form (continued)

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS				Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.	
28.	Gravity Sewer Pipe, FRPMP, 36 Inches, Unpaved												
	10 - 12 Feet Deep	LF	57	\$ 233.00	\$ 13,281.00	\$ 246.00	\$ 14,022.00	\$ 375.00	\$ 21,375.00	\$ 395.00	\$ 22,515.00	\$ 298.00	\$ 16,986.00
	12 - 14 Feet Deep	LF	39	\$ 233.00	\$ 9,087.00	\$ 246.00	\$ 9,594.00	\$ 375.00	\$ 14,625.00	\$ 395.00	\$ 15,405.00	\$ 298.00	\$ 11,622.00
29.	Gravity Sewer Pipe, FRPMP, 48 Inches, Unpaved												
	6 - 8 Feet Deep	LF	39	\$ 349.00	\$ 13,611.00	\$ 287.00	\$ 11,193.00	\$ 400.00	\$ 15,600.00	\$ 455.00	\$ 17,745.00	\$ 394.00	\$ 15,366.00
	8 - 10 Feet Deep	LF	24	\$ 349.00	\$ 8,376.00	\$ 287.00	\$ 6,888.00	\$ 400.00	\$ 9,600.00	\$ 455.00	\$ 10,920.00	\$ 404.00	\$ 9,696.00
	10 - 12 Feet Deep	LF	51	\$ 349.00	\$ 17,799.00	\$ 306.00	\$ 15,606.00	\$ 400.00	\$ 20,400.00	\$ 455.00	\$ 23,205.00	\$ 415.00	\$ 21,165.00
	12 - 14 Feet Deep	LF	71	\$ 349.00	\$ 24,779.00	\$ 306.00	\$ 21,726.00	\$ 575.00	\$ 40,825.00	\$ 455.00	\$ 32,305.00	\$ 425.00	\$ 30,175.00
	14 - 16 Feet Deep	LF	77	\$ 349.00	\$ 26,873.00	\$ 321.00	\$ 24,717.00	\$ 575.00	\$ 44,275.00	\$ 455.00	\$ 35,035.00	\$ 440.00	\$ 33,880.00
	16 - 18 Feet Deep	LF	131	\$ 349.00	\$ 45,719.00	\$ 321.00	\$ 42,051.00	\$ 575.00	\$ 75,325.00	\$ 455.00	\$ 59,605.00	\$ 471.00	\$ 61,701.00
	18 - 20 Feet Deep	LF	106	\$ 349.00	\$ 36,994.00	\$ 386.00	\$ 40,916.00	\$ 575.00	\$ 60,950.00	\$ 455.00	\$ 48,230.00	\$ 515.00	\$ 54,590.00
	Greater than 20 Feet Deep	LF	38	\$ 349.00	\$ 13,262.00	\$ 455.00	\$ 17,290.00	\$ 575.00	\$ 21,850.00	\$ 455.00	\$ 17,290.00	\$ 575.00	\$ 21,850.00
30.	Gravity Sewer Pipe, PVC, 6 Inches, Paved (Line 2A)												
	0 - 6 Feet Deep	LF	131	\$ 163.00	\$ 21,353.00	\$ 139.00	\$ 18,209.00	\$ 115.00	\$ 15,065.00	\$ 100.00	\$ 13,100.00	\$ 107.00	\$ 14,017.00
31.	Gravity Sewer Pipe, PVC, 8 Inches, Paved												
	0 - 6 Feet Deep	LF	10	\$ 239.00	\$ 2,390.00	\$ 155.00	\$ 1,550.00	\$ 125.00	\$ 1,250.00	\$ 75.00	\$ 750.00	\$ 140.00	\$ 1,400.00
	6 - 8 Feet Deep	LF	44	\$ 239.00	\$ 10,516.00	\$ 175.00	\$ 7,700.00	\$ 135.00	\$ 5,940.00	\$ 84.00	\$ 3,696.00	\$ 145.00	\$ 6,380.00
	8 - 10 Feet Deep	LF	61	\$ 239.00	\$ 14,579.00	\$ 195.00	\$ 11,895.00	\$ 165.00	\$ 10,065.00	\$ 125.00	\$ 7,625.00	\$ 145.00	\$ 8,845.00
	10 - 12 Feet Deep	LF	115	\$ 239.00	\$ 27,485.00	\$ 248.00	\$ 28,520.00	\$ 165.00	\$ 18,975.00	\$ 185.00	\$ 21,275.00	\$ 158.00	\$ 18,170.00
32.	Gravity Sewer Pipe, PVC, 12 Inches, Paved												
	0 - 6 Feet Deep	LF	27	\$ 155.00	\$ 4,185.00	\$ 147.00	\$ 3,969.00	\$ 155.00	\$ 4,185.00	\$ 300.00	\$ 8,100.00	\$ 120.00	\$ 3,240.00
33.	Gravity Sewer Pipe, PVC, 18 Inches, Paved												
	6 - 8 Feet Deep	LF	32	\$ 270.00	\$ 8,640.00	\$ 208.00	\$ 6,656.00	\$ 175.00	\$ 5,600.00	\$ 250.00	\$ 8,000.00	\$ 194.00	\$ 6,208.00
	8 - 10 Feet Deep	LF	292	\$ 270.00	\$ 78,840.00	\$ 228.00	\$ 66,576.00	\$ 175.00	\$ 51,100.00	\$ 290.00	\$ 84,680.00	\$ 212.00	\$ 61,904.00
	10 - 12 Feet Deep	LF	63	\$ 270.00	\$ 17,010.00	\$ 267.00	\$ 16,821.00	\$ 200.00	\$ 12,600.00	\$ 330.00	\$ 20,790.00	\$ 250.00	\$ 15,750.00
	12 - 14 Feet Deep	LF	43	\$ 270.00	\$ 11,610.00	\$ 287.00	\$ 12,341.00	\$ 200.00	\$ 8,600.00	\$ 380.00	\$ 16,340.00	\$ 280.00	\$ 12,040.00
34.	Gravity Sewer Pipe, HDPE, 18 Inches, Paved												
	10 - 12 Feet Deep	LF	7	\$ 290.00	\$ 2,030.00	\$ 291.00	\$ 2,037.00	\$ 225.00	\$ 1,575.00	\$ 520.00	\$ 3,640.00	\$ 270.00	\$ 1,890.00
	12 - 14 Feet Deep	LF	12	\$ 290.00	\$ 3,480.00	\$ 311.00	\$ 3,732.00	\$ 250.00	\$ 3,000.00	\$ 600.00	\$ 7,200.00	\$ 300.00	\$ 3,600.00
35.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 24 Inches, Paved												
	18 - 20 Feet Deep	LF	14	\$ 650.00	\$ 9,100.00	\$ 468.00	\$ 6,552.00	\$ 575.00	\$ 8,050.00	\$ 750.00	\$ 10,500.00	\$ 470.00	\$ 6,580.00
36.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 36 Inches, Paved												
	14 - 16 Feet Deep	LF	112	\$ 618.00	\$ 69,216.00	\$ 397.00	\$ 44,464.00	\$ 650.00	\$ 72,800.00	\$ 635.00	\$ 71,120.00	\$ 475.00	\$ 53,200.00
	16 - 18 Feet Deep	LF	513	\$ 618.00	\$ 317,034.00	\$ 432.00	\$ 221,616.00	\$ 650.00	\$ 333,450.00	\$ 755.00	\$ 387,315.00	\$ 510.00	\$ 261,630.00
37.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 48 Inches, Paved												
	12 - 14 Feet Deep	LF	386	\$ 683.00	\$ 263,638.00	\$ 434.00	\$ 167,524.00	\$ 650.00	\$ 250,900.00	\$ 620.00	\$ 239,320.00	\$ 542.00	\$ 209,212.00
	14 - 16 Feet Deep	LF	1,080	\$ 683.00	\$ 737,640.00	\$ 454.00	\$ 490,320.00	\$ 675.00	\$ 729,000.00	\$ 680.00	\$ 734,400.00	\$ 585.00	\$ 631,800.00
	16 - 18 Feet Deep	LF	212	\$ 683.00	\$ 144,796.00	\$ 504.00	\$ 106,848.00	\$ 690.00	\$ 146,280.00	\$ 755.00	\$ 160,060.00	\$ 648.00	\$ 137,376.00
	18 - 20 Feet Deep	LF	64	\$ 683.00	\$ 43,712.00	\$ 613.00	\$ 39,232.00	\$ 690.00	\$ 44,160.00	\$ 835.00	\$ 53,440.00	\$ 720.00	\$ 46,080.00
	Greater than 20 Feet Deep	LF	184	\$ 683.00	\$ 125,672.00	\$ 682.00	\$ 125,488.00	\$ 690.00	\$ 126,960.00	\$ 1,000.00	\$ 184,000.00	\$ 889.00	\$ 163,576.00

Certified Bid Tabulation Form (continued)

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS				Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.	
38.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 48 Inches, Paved (West Center Street Only; See Sheets C9.0 and C10.0)												
	18 - 20 Feet Deep	LF	13	\$ 683.00	\$ 8,879.00	\$ 613.00	\$ 7,969.00	\$ 690.00	\$ 8,970.00	\$ 900.00	\$ 11,700.00	\$ 720.00	\$ 9,360.00
	Greater than 20 Feet Deep	LF	549	\$ 683.00	\$ 374,967.00	\$ 682.00	\$ 374,418.00	\$ 690.00	\$ 378,810.00	\$ 1,110.00	\$ 609,390.00	\$ 889.00	\$ 488,061.00
39.	Manhole, Concrete, 4-Foot Diameter												
	Standard, 0 - 6 Feet Deep	EA	9	\$ 5,400.00	\$ 48,600.00	\$ 5,434.00	\$ 48,906.00	\$ 6,500.00	\$ 58,500.00	\$ 2,635.00	\$ 23,715.00	\$ 7,700.00	\$ 69,300.00
	Extra Depth, Greater Than 6 Feet Deep	VF	41	\$ 250.00	\$ 10,250.00	\$ 335.00	\$ 13,735.00	\$ 330.00	\$ 13,530.00	\$ 415.00	\$ 17,015.00	\$ 818.00	\$ 33,538.00
40.	Manhole, Concrete, 5-Foot Diameter												
	Standard, 0 - 6 Feet Deep	EA	4	\$ 6,300.00	\$ 25,200.00	\$ 6,977.00	\$ 27,908.00	\$ 8,000.00	\$ 32,000.00	\$ 3,850.00	\$ 15,400.00	\$ 9,800.00	\$ 39,200.00
	Extra Depth, Greater Than 6 Feet Deep	VF	15	\$ 315.00	\$ 4,725.00	\$ 395.00	\$ 5,925.00	\$ 400.00	\$ 6,000.00	\$ 530.00	\$ 7,950.00	\$ 1,040.00	\$ 15,600.00
41.	Manhole, Concrete, 6-Foot Diameter												
	Standard, 0 - 6 Feet Deep	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 11,082.00	\$ 22,164.00	\$ 9,500.00	\$ 19,000.00	\$ 6,000.00	\$ 12,000.00	\$ 11,250.00	\$ 22,500.00
	Extra Depth, Greater Than 6 Feet Deep	VF	16	\$ 375.00	\$ 6,000.00	\$ 552.00	\$ 8,832.00	\$ 450.00	\$ 7,200.00	\$ 510.00	\$ 8,160.00	\$ 1,040.00	\$ 16,640.00
42.	Manhole, Fiberglass-Reinforced, Complete Installation												
	Manhole 1-2	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,990.00	\$ 21,990.00	\$ 30,000.00	\$ 30,000.00	\$ 43,300.00	\$ 43,300.00	\$ 37,600.00	\$ 37,600.00
	Manhole 1-3	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 15,398.00	\$ 15,398.00	\$ 30,000.00	\$ 30,000.00	\$ 43,000.00	\$ 43,000.00	\$ 33,800.00	\$ 33,800.00
	Manhole 1-4	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 16,786.00	\$ 16,786.00	\$ 30,000.00	\$ 30,000.00	\$ 34,000.00	\$ 34,000.00	\$ 35,300.00	\$ 35,300.00
	Manhole 1-5	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 24,075.00	\$ 24,075.00	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 38,400.00	\$ 38,400.00
	Manhole 1-6	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 26,577.00	\$ 26,577.00	\$ 30,000.00	\$ 30,000.00	\$ 46,600.00	\$ 46,600.00	\$ 41,100.00	\$ 41,100.00
	Manhole 1-7	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 27,828.00	\$ 27,828.00	\$ 30,000.00	\$ 30,000.00	\$ 46,400.00	\$ 46,400.00	\$ 41,800.00	\$ 41,800.00
	Manhole 1-8	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 17,248.00	\$ 17,248.00	\$ 30,000.00	\$ 30,000.00	\$ 43,000.00	\$ 43,000.00	\$ 35,700.00	\$ 35,700.00
	Manhole 1-9	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,156.00	\$ 21,156.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 35,600.00	\$ 35,600.00
	Manhole 1-10	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,573.00	\$ 21,573.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 36,000.00	\$ 36,000.00
	Manhole 1-11	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,573.00	\$ 21,573.00	\$ 30,000.00	\$ 30,000.00	\$ 39,600.00	\$ 39,600.00	\$ 36,000.00	\$ 36,000.00
	Manhole 1-12	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 24,407.00	\$ 24,407.00	\$ 30,000.00	\$ 30,000.00	\$ 39,700.00	\$ 39,700.00	\$ 36,800.00	\$ 36,800.00
	Manhole 1-13	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 23,658.00	\$ 23,658.00	\$ 30,000.00	\$ 30,000.00	\$ 41,000.00	\$ 41,000.00	\$ 38,000.00	\$ 38,000.00
	Manhole 1-14	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,874.00	\$ 21,874.00	\$ 30,000.00	\$ 30,000.00	\$ 46,000.00	\$ 46,000.00	\$ 43,600.00	\$ 43,600.00
	Manhole 1-15	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 20,322.00	\$ 20,322.00	\$ 30,000.00	\$ 30,000.00	\$ 42,600.00	\$ 42,600.00	\$ 35,300.00	\$ 35,300.00
	Manhole 1-16	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 23,658.00	\$ 23,658.00	\$ 30,000.00	\$ 30,000.00	\$ 44,000.00	\$ 44,000.00	\$ 38,400.00	\$ 38,400.00
	Manhole 1-17	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 22,407.00	\$ 22,407.00	\$ 30,000.00	\$ 30,000.00	\$ 52,000.00	\$ 52,000.00	\$ 36,800.00	\$ 36,800.00
	Manhole 1-18	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 22,660.00	\$ 22,660.00	\$ 30,000.00	\$ 30,000.00	\$ 37,400.00	\$ 37,400.00	\$ 38,000.00	\$ 38,000.00
	Manhole 1-19	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 23,077.00	\$ 23,077.00	\$ 30,000.00	\$ 30,000.00	\$ 36,000.00	\$ 36,000.00	\$ 38,000.00	\$ 38,000.00
	Manhole 1-20	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 23,077.00	\$ 23,077.00	\$ 30,000.00	\$ 30,000.00	\$ 37,500.00	\$ 37,500.00	\$ 38,400.00	\$ 38,400.00
	Manhole 1-21	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 18,560.00	\$ 18,560.00	\$ 30,000.00	\$ 30,000.00	\$ 36,200.00	\$ 36,200.00	\$ 38,800.00	\$ 38,800.00
	Manhole 1-22	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 18,329.00	\$ 18,329.00	\$ 30,000.00	\$ 30,000.00	\$ 37,500.00	\$ 37,500.00	\$ 38,500.00	\$ 38,500.00
	Manhole 1-23	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 15,553.00	\$ 15,553.00	\$ 30,000.00	\$ 30,000.00	\$ 36,600.00	\$ 36,600.00	\$ 34,200.00	\$ 34,200.00
43.	Manhole Adjustment												
	Reform Invert and New Pipe Connection to Existing Junction Box at Headworks (Station 0+00)	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 8,682.00	\$ 8,682.00	\$ 12,000.00	\$ 12,000.00	\$ 22,200.00	\$ 22,200.00	\$ 41,800.00	\$ 41,800.00
44.	Watertight Manhole Frame and Cover (Type B) For Non-Fiberglass-Reinforced Manholes (Adder)	EA	9	\$ 105.00	\$ 945.00	\$ 445.00	\$ 4,005.00	\$ 675.00	\$ 6,075.00	\$ 1,330.00	\$ 11,970.00	\$ 1,475.00	\$ 13,275.00

**Certified Bid Tabulation Form (continued)**

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS				Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.	
45.	<b>Manhole Drop Assembly</b>												
	8-Inch Diameter, 4 - 6 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 2,800.00	\$ 2,800.00	\$ 4,586.00	\$ 4,586.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 8,900.00	\$ 8,900.00
	8-Inch Diameter, 6 - 8 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,947.00	\$ 4,947.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 9,050.00	\$ 9,050.00
	10-Inch Diameter, 2 - 4 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 4,708.00	\$ 4,708.00	\$ 1,000.00	\$ 1,000.00	\$ 1,715.00	\$ 1,715.00	\$ 9,500.00	\$ 9,500.00
	10-Inch Diameter, 4 - 6 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 4,912.00	\$ 4,912.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 9,900.00	\$ 9,900.00
	18-Inch Diameter, 2 - 4 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 5,122.69	\$ 5,122.69	\$ 6,562.00	\$ 6,562.00	\$ 1,500.00	\$ 1,500.00	\$ 4,750.00	\$ 4,750.00	\$ 14,500.00	\$ 14,500.00
46.	Sewer Lateral Assembly, PVC, 6-Inch Diameter (Complete Installation Except Surface Restoration)	EA	52	\$ 2,030.00	\$ 105,560.00	\$ 2,152.00	\$ 111,904.00	\$ 2,300.00	\$ 119,600.00	\$ 3,000.00	\$ 156,000.00	\$ 2,000.00	\$ 104,000.00
<b>BASE BID TOTAL, ITEMS 1 THROUGH 46, INCLUSIVE, THE AMOUNT OF</b>				<b>\$ 6,411,000.00</b>		<b>\$ 6,749,818.31 *</b>		<b>\$ 6,852,987.81</b>		<b>\$ 7,487,846.31</b>		<b>\$ 7,749,804.31</b>	
*indicates math error corrected													

Certified Bid Tabulation Form (continued)

Project: Reedy Creek Trunk Sewer Improvements

ALTERNATE BID DETAILS				Garney Companies, Inc. Nashville, TN		Layne Heavy Civil, Inc. Fairburn, GA		Summers-Taylor, Inc. Elizabethton, TN		Thomas Construction Co., Inc. Johnson City, TN		Cleary Construction, Inc. Tompkinsville, KY	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Utility Pole Relocation Allowance (Reference the General Notes)	LS	1	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31	\$ 16,069.31		\$ -	\$ 16,069.31	\$ 16,069.31		\$ -
2.	Mobilization	LS	1	\$ 205,000.00	\$ 205,000.00	\$ 169,048.00	\$ 169,048.00		\$ -	\$ 440,000.00	\$ 440,000.00		\$ -
3.	Sewer Flow Control	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 600,635.00	\$ 600,635.00		\$ -	\$ 335,000.00	\$ 335,000.00		\$ -
4.	Traffic Control (Including Greenbelt Traffic)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 161,722.00	\$ 161,722.00		\$ -	\$ 70,000.00	\$ 70,000.00		\$ -
5.	Clearing and Grubbing	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 27,201.00	\$ 27,201.00		\$ -	\$ 143,000.00	\$ 143,000.00		\$ -
6.	Erosion Control	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 98,931.00	\$ 98,931.00		\$ -	\$ 130,000.00	\$ 130,000.00		\$ -
7.	Abandon In Place Existing Gravity Sewer Pipe with Non-Shrink Grout or Flowable Fill												
	12-Inch Diameter with Non-Shrink Grout	LF	98	\$ 15.00	\$ 1,470.00	\$ 22.00	\$ 2,156.00		\$ -	\$ 38.00	\$ 3,724.00		\$ -
	12-Inch Diameter with Flowable Fill	LF	124	\$ 15.00	\$ 1,860.00	\$ 18.00	\$ 2,232.00		\$ -	\$ 29.00	\$ 3,596.00		\$ -
	18-Inch Diameter with Non-Shrink Grout	LF	113	\$ 20.00	\$ 2,260.00	\$ 30.00	\$ 3,390.00		\$ -	\$ 44.00	\$ 4,972.00		\$ -
	18-Inch Diameter with Flowable Fill	LF	158	\$ 20.00	\$ 3,160.00	\$ 42.00	\$ 6,636.00		\$ -	\$ 48.00	\$ 7,584.00		\$ -
	30-Inch Diameter with Non-Shrink Grout	LF	265	\$ 35.00	\$ 9,275.00	\$ 63.00	\$ 16,695.00		\$ -	\$ 105.00	\$ 27,825.00		\$ -
	30-Inch Diameter with Flowable Fill	LF	404	\$ 35.00	\$ 14,140.00	\$ 70.00	\$ 28,280.00		\$ -	\$ 95.00	\$ 38,380.00		\$ -
8.	Abandon In Place Existing Manhole												
	4-Foot Diameter	VF	95	\$ 175.00	\$ 16,625.00	\$ 118.00	\$ 11,210.00		\$ -	\$ 160.00	\$ 15,200.00		\$ -
	5-Foot Diameter	VF	71	\$ 200.00	\$ 14,200.00	\$ 154.00	\$ 10,934.00		\$ -	\$ 180.00	\$ 12,780.00		\$ -
9.	Remove Existing Gravity Sewer Pipes from Stream												
	18-Inch Gravity Sewer Pipe from Reedy Creek, Approximately 67LF (See Sheet C6.0)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 12,910.00	\$ 12,910.00		\$ -	\$ 6,450.00	\$ 6,450.00		\$ -
	24-Inch Gravity Sewer Force Main from Reedy Creek, Approximately 150LF (See Sheet C6.0)	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 23,593.00	\$ 23,593.00		\$ -	\$ 6,450.00	\$ 6,450.00		\$ -
	24-Inch Gravity Sewer Force Main from Reedy Creek, Approximately 251LF (See Sheet C7.0)	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 7,568.00	\$ 7,568.00		\$ -	\$ 3,225.00	\$ 3,225.00		\$ -
10.	Asphalt Pavement: Lomax Street Area Only (See Sheet T1.0)												
	Saw Cut Gutter, Remove Existing Concrete Pavement and Base (East Lomax Street Area)	SY	2,047	\$ 18.00	\$ 36,846.00	\$ 15.00	\$ 30,705.00		\$ -	\$ 22.00	\$ 45,034.00		\$ -
	Aggregate Base and Asphalt Binder (West Lomax Street; See Drawing Nos. A3.5 and A6.7)	SY	649	\$ 120.00	\$ 77,880.00	\$ 49.00	\$ 31,801.00		\$ -	\$ 35.00	\$ 22,715.00		\$ -
	Crushed Stone Base, Prime Coat, Asphalt Binder (East Lomax Street Area)	SY	2,047	\$ 31.00	\$ 63,457.00	\$ 43.00	\$ 88,021.00		\$ -	\$ 36.00	\$ 73,692.00		\$ -
	Tack Coat and Bituminous Pavement Surface (All of Lomax Street)	SY	3,210	\$ 14.00	\$ 44,940.00	\$ 12.00	\$ 38,520.00		\$ -	\$ 12.00	\$ 38,520.00		\$ -
11.	Special Pavement Restoration (West Center Street Only; See Sheet C9.0 and C10.0)												
	Aggregate Base and Asphalt Binder (See Drawing A3.5)	SY	687	\$ 230.00	\$ 158,010.00	\$ 182.00	\$ 125,034.00 *		\$ -	\$ 65.00	\$ 44,655.00		\$ -
	Special Pavement Surface Overlay and Restoration	SY	2,280	\$ 22.00	\$ 50,160.00	\$ 20.00	\$ 45,600.00		\$ -	\$ 20.00	\$ 45,600.00		\$ -

**Certified Bid Tabulation Form (continued)**

Project: Reedy Creek Trunk Sewer Improvements

ALTERNATE BID DETAILS				Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.	
12.	Asphalt Pavement Repair, General (Aggregate Base, Tack Coat, Binder, Bituminous Pavement Surface, Pavement Markings)	SY	2,580	\$ 64.00	\$ 165,120.00	\$ 83.00	\$ 214,140.00	\$ -	\$ 60.00	\$ 154,800.00	\$ -	\$ -	
13.	Asphalt Pavement Repair, Greenbelt Path	SY	182	\$ 62.00	\$ 11,284.00	\$ 151.00	\$ 27,482.00	\$ -	\$ 70.00	\$ 12,740.00	\$ -	\$ -	
14.	Portland Cement Concrete Pavement, Plain	SY	60	\$ 120.00	\$ 7,200.00	\$ 38.00	\$ 2,280.00	\$ -	\$ 110.00	\$ 6,600.00	\$ -	\$ -	
15.	Portland Cement Concrete Pavement, Reinforced	SY	60	\$ 140.00	\$ 8,400.00	\$ 52.00	\$ 3,120.00	\$ -	\$ 125.00	\$ 7,500.00	\$ -	\$ -	
16.	Portland Cement Concrete Pad (See Detail on Sheet C10.0)	SY	14	\$ 140.00	\$ 1,960.00	\$ 52.00	\$ 728.00	\$ -	\$ 225.00	\$ 3,150.00	\$ -	\$ -	
17.	Gravel Driveway	SY	100	\$ 6.00	\$ 600.00	\$ 31.00	\$ 3,100.00	\$ -	\$ 15.00	\$ 1,500.00	\$ -	\$ -	
18.	Sidewalks, Concrete, Removal and Replacement	SF	592	\$ 7.50	\$ 4,440.00	\$ 13.00	\$ 7,696.00	\$ -	\$ 13.00	\$ 7,696.00	\$ -	\$ -	
19.	Curbs, Concrete, Removal and Replacement	LF	155	\$ 40.00	\$ 6,200.00	\$ 24.00	\$ 3,720.00	\$ -	\$ 50.00	\$ 7,750.00	\$ -	\$ -	
20.	Permanent Seeding with Mulch	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,927.00	\$ 3,927.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	
21.	Creek Crossing, Complete Installation												
	Line No. 1, Station 42+17 to 42+60	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 48,288.00	\$ 48,288.00	\$ -	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	
	Line No. 4, Station 0+12 to 0+82	LS	1	\$ 46,000.00	\$ 46,000.00	\$ 207,671.00	\$ 207,671.00	\$ -	\$ 52,000.00	\$ 52,000.00	\$ -	\$ -	
22.	Temporary Stream Barrier, Line No.1 (See Sheet C16.0)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 24,620.00	\$ 24,620.00	\$ -	\$ 8,300.00	\$ 8,300.00	\$ -	\$ -	
23.	Tunneling, Complete Installation												
	Line No. 1, Station 1+77 to 4+58	LS	1	\$ 740,000.00	\$ 740,000.00	\$ 849,418.00	\$ 849,418.00	\$ -	\$ 700,000.00	\$ 700,000.00	\$ -	\$ -	
	Line No. 1, Station 29+33 to 30+94	LS	1	\$ 460,000.00	\$ 460,000.00	\$ 526,826.00	\$ 526,826.00	\$ -	\$ 400,000.00	\$ 400,000.00	\$ -	\$ -	
	Line No. 1, Station 39+00 to 40+26	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 440,995.00	\$ 440,995.00	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -	
24.	Slip-Line Gravity Sewer Pipe, HDPE												
	New 12-Inch Dia. HDPE Inside Existing 30-Inch Dia. Concrete	LF	92	\$ 200.00	\$ 18,400.00	\$ 161.00	\$ 14,812.00	\$ -	\$ 190.00	\$ 17,480.00	\$ -	\$ -	
25.	Gravity Sewer Pipe, PVC, 8 Inches, Unpaved												
	0 - 6 Feet Deep	LF	66	\$ 109.00	\$ 7,194.00	\$ 98.00	\$ 6,468.00	\$ -	\$ 47.00	\$ 3,102.00	\$ -	\$ -	
	6 - 8 Feet Deep	LF	28	\$ 109.00	\$ 3,052.00	\$ 103.00	\$ 2,884.00	\$ -	\$ 47.00	\$ 1,316.00	\$ -	\$ -	
	8 - 10 Feet Deep	LF	40	\$ 109.00	\$ 4,360.00	\$ 109.00	\$ 4,360.00	\$ -	\$ 57.00	\$ 2,280.00	\$ -	\$ -	
	10 - 12 Feet Deep	LF	230	\$ 109.00	\$ 25,070.00	\$ 116.00	\$ 26,680.00	\$ -	\$ 79.00	\$ 18,170.00	\$ -	\$ -	
26.	Gravity Sewer Pipe, PVC, 12 Inches, Unpaved												
	8 - 10 Feet Deep	LF	20	\$ 120.00	\$ 2,400.00	\$ 114.00	\$ 2,280.00	\$ -	\$ 180.00	\$ 3,600.00	\$ -	\$ -	
27.	Gravity Sewer Pipe, SRPE, 24 Inches, Unpaved												
	14 - 16 Feet Deep	LF	39	\$ 258.00	\$ 10,062.00	\$ 181.00	\$ 7,059.00	\$ -	\$ 330.00	\$ 12,870.00	\$ -	\$ -	
	16 - 18 Feet Deep	LF	13	\$ 258.00	\$ 3,354.00	\$ 187.00	\$ 2,431.00	\$ -	\$ 330.00	\$ 4,290.00	\$ -	\$ -	
	18 - 20 Feet Deep	LF	52	\$ 258.00	\$ 13,416.00	\$ 195.00	\$ 10,140.00	\$ -	\$ 330.00	\$ 17,160.00	\$ -	\$ -	
	Greater than 20 Feet Deep	LF	110	\$ 258.00	\$ 28,380.00	\$ 294.00	\$ 32,340.00	\$ -	\$ 330.00	\$ 36,300.00	\$ -	\$ -	
28.	Gravity Sewer Pipe, SRPE, 36 Inches, Unpaved												
	10 - 12 Feet Deep	LF	57	\$ 233.00	\$ 13,281.00	\$ 222.00	\$ 12,654.00	\$ -	\$ 393.00	\$ 22,401.00	\$ -	\$ -	
	12 - 14 Feet Deep	LF	39	\$ 233.00	\$ 9,087.00	\$ 222.00	\$ 8,658.00	\$ -	\$ 393.00	\$ 15,327.00	\$ -	\$ -	

Certified Bid Tabulation Form (continued)

Project: Reedy Creek Trunk Sewer Improvements

ALTERNATE BID DETAILS			Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.	
29.	Gravity Sewer Pipe, SRPE, 48 Inches, Unpaved											
	6 - 8 Feet Deep	LF 39	\$ 349.00	\$ 13,611.00	\$ 244.00	\$ 9,516.00	\$ -	\$ 434.00	\$ 16,926.00	\$ -	\$ -	\$ -
	8 - 10 Feet Deep	LF 24	\$ 349.00	\$ 8,376.00	\$ 244.00	\$ 5,856.00	\$ -	\$ 434.00	\$ 10,416.00	\$ -	\$ -	\$ -
	10 - 12 Feet Deep	LF 51	\$ 349.00	\$ 17,799.00	\$ 262.00	\$ 13,362.00	\$ -	\$ 434.00	\$ 22,134.00	\$ -	\$ -	\$ -
	12 - 14 Feet Deep	LF 71	\$ 349.00	\$ 24,779.00	\$ 262.00	\$ 18,602.00	\$ -	\$ 434.00	\$ 30,814.00	\$ -	\$ -	\$ -
	14 - 16 Feet Deep	LF 77	\$ 349.00	\$ 26,873.00	\$ 276.00	\$ 21,252.00	\$ -	\$ 434.00	\$ 33,418.00	\$ -	\$ -	\$ -
	16 - 18 Feet Deep	LF 131	\$ 349.00	\$ 45,719.00	\$ 276.00	\$ 36,156.00	\$ -	\$ 434.00	\$ 56,854.00	\$ -	\$ -	\$ -
	18 - 20 Feet Deep	LF 106	\$ 349.00	\$ 36,994.00	\$ 336.00	\$ 35,616.00	\$ -	\$ 434.00	\$ 46,004.00	\$ -	\$ -	\$ -
	Greater than 20 Feet Deep	LF 38	\$ 349.00	\$ 13,262.00	\$ 400.00	\$ 15,200.00	\$ -	\$ 434.00	\$ 16,492.00	\$ -	\$ -	\$ -
30.	Gravity Sewer Pipe, PVC, 6 Inches, Paved (Line 2A)											
	0 - 6 Feet Deep	LF 131	\$ 163.00	\$ 21,353.00	\$ 139.00	\$ 18,209.00	\$ -	\$ 100.00	\$ 13,100.00	\$ -	\$ -	\$ -
31.	Gravity Sewer Pipe, PVC, 8 Inches, Paved											
	0 - 6 Feet Deep	LF 10	\$ 239.00	\$ 2,390.00	\$ 155.00	\$ 1,550.00	\$ -	\$ 75.00	\$ 750.00	\$ -	\$ -	\$ -
	6 - 8 Feet Deep	LF 44	\$ 239.00	\$ 10,516.00	\$ 175.00	\$ 7,700.00	\$ -	\$ 84.00	\$ 3,696.00	\$ -	\$ -	\$ -
	8 - 10 Feet Deep	LF 61	\$ 239.00	\$ 14,579.00	\$ 195.00	\$ 11,895.00	\$ -	\$ 125.00	\$ 7,625.00	\$ -	\$ -	\$ -
	10 - 12 Feet Deep	LF 115	\$ 239.00	\$ 27,485.00	\$ 248.00	\$ 28,520.00	\$ -	\$ 185.00	\$ 21,275.00	\$ -	\$ -	\$ -
32.	Gravity Sewer Pipe, PVC, 12 Inches, Paved											
	0 - 6 Feet Deep	LF 27	\$ 155.00	\$ 4,185.00	\$ 147.00	\$ 3,969.00	\$ -	\$ 300.00	\$ 8,100.00	\$ -	\$ -	\$ -
33.	Gravity Sewer Pipe, PVC, 18 Inches, Paved											
	6 - 8 Feet Deep	LF 32	\$ 270.00	\$ 8,640.00	\$ 208.00	\$ 6,656.00	\$ -	\$ 250.00	\$ 8,000.00	\$ -	\$ -	\$ -
	8 - 10 Feet Deep	LF 292	\$ 270.00	\$ 78,840.00	\$ 228.00	\$ 66,576.00	\$ -	\$ 290.00	\$ 84,680.00	\$ -	\$ -	\$ -
	10 - 12 Feet Deep	LF 63	\$ 270.00	\$ 17,010.00	\$ 267.00	\$ 16,821.00	\$ -	\$ 330.00	\$ 20,790.00	\$ -	\$ -	\$ -
	12 - 14 Feet Deep	LF 43	\$ 270.00	\$ 11,610.00	\$ 287.00	\$ 12,341.00	\$ -	\$ 380.00	\$ 16,340.00	\$ -	\$ -	\$ -
34.	Gravity Sewer Pipe, HDPE, 18 Inches, Paved											
	10 - 12 Feet Deep	LF 7	\$ 290.00	\$ 2,030.00	\$ 291.00	\$ 2,037.00	\$ -	\$ 520.00	\$ 3,640.00	\$ -	\$ -	\$ -
	12 - 14 Feet Deep	LF 12	\$ 290.00	\$ 3,480.00	\$ 311.00	\$ 3,732.00	\$ -	\$ 600.00	\$ 7,200.00	\$ -	\$ -	\$ -
35.	Gravity Sewer Pipe, SRPE, 24 Inches, Paved											
	18 - 20 Feet Deep	LF 14	\$ 650.00	\$ 9,100.00	\$ 468.00	\$ 6,552.00	\$ -	\$ 750.00	\$ 10,500.00	\$ -	\$ -	\$ -
36.	Gravity Sewer Pipe, SRPE, 36 Inches, Paved											
	14 - 16 Feet Deep	LF 112	\$ 618.00	\$ 69,216.00	\$ 358.00	\$ 40,096.00	\$ -	\$ 635.00	\$ 71,120.00	\$ -	\$ -	\$ -
	16 - 18 Feet Deep	LF 513	\$ 618.00	\$ 317,034.00	\$ 389.00	\$ 199,557.00	\$ -	\$ 752.00	\$ 385,776.00	\$ -	\$ -	\$ -
37.	Gravity Sewer Pipe, SRPE, 48 Inches, Paved											
	12 - 14 Feet Deep	LF 386	\$ 683.00	\$ 263,638.00	\$ 377.00	\$ 145,522.00	\$ -	\$ 600.00	\$ 231,600.00	\$ -	\$ -	\$ -
	14 - 16 Feet Deep	LF 1,080	\$ 683.00	\$ 737,640.00	\$ 395.00	\$ 426,600.00	\$ -	\$ 665.00	\$ 718,200.00	\$ -	\$ -	\$ -
	16 - 18 Feet Deep	LF 212	\$ 683.00	\$ 144,796.00	\$ 440.00	\$ 93,280.00	\$ -	\$ 737.00	\$ 156,244.00	\$ -	\$ -	\$ -
	18 - 20 Feet Deep	LF 64	\$ 683.00	\$ 43,712.00	\$ 541.00	\$ 34,624.00	\$ -	\$ 816.00	\$ 52,224.00	\$ -	\$ -	\$ -
	Greater than 20 Feet Deep	LF 184	\$ 683.00	\$ 125,672.00	\$ 604.00	\$ 111,136.00	\$ -	\$ 998.00	\$ 183,632.00	\$ -	\$ -	\$ -

**Certified Bid Tabulation Form (continued)**

Project: Reedy Creek Trunk Sewer Improvements

ALTERNATE BID DETAILS			Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.	
38.	<b>Gravity Sewer Pipe, SRPE, 48 Inches, Paved (West Center Street Only; See Sheets C9.0 and C10.0)</b>											
	18 - 20 Feet Deep	LF	13	\$ 683.00	\$ 8,879.00	\$ 541.00	\$ 7,033.00	\$ -	\$ 883	\$ 11,479.00	\$ -	\$ -
	Greater than 20 Feet Deep	LF	549	\$ 683.00	\$ 374,967.00	\$ 604.00	\$ 331,596.00	\$ -	\$ 1,092	\$ 599,508.00	\$ -	\$ -
39.	<b>Manhole, Concrete, 4-Foot Diameter</b>											
	Standard, 0 - 6 Feet Deep	EA	9	\$ 5,400.00	\$ 48,600.00	\$ 5,434.00	\$ 48,906.00	\$ -	\$ 2,635	\$ 23,715.00	\$ -	\$ -
	Extra Depth, Greater Than 6 Feet Deep	VF	41	\$ 250.00	\$ 10,250.00	\$ 335.00	\$ 13,735.00	\$ -	\$ 415	\$ 17,015.00	\$ -	\$ -
40.	<b>Manhole, Concrete, 5-Foot Diameter</b>											
	Standard, 0 - 6 Feet Deep	EA	4	\$ 6,300.00	\$ 25,200.00	\$ 6,977.00	\$ 27,908.00	\$ -	\$ 3,850	\$ 15,400.00	\$ -	\$ -
	Extra Depth, Greater Than 6 Feet Deep	VF	15	\$ 315.00	\$ 4,725.00	\$ 395.00	\$ 5,925.00	\$ -	\$ 530	\$ 7,950.00	\$ -	\$ -
41.	<b>Manhole, Concrete, 6-Foot Diameter</b>											
	Standard, 0 - 6 Feet Deep	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 11,082.00	\$ 22,164.00	\$ -	\$ 6,000	\$ 12,000.00	\$ -	\$ -
	Extra Depth, Greater Than 6 Feet Deep	VF	16	\$ 375.00	\$ 6,000.00	\$ 552.00	\$ 8,832.00	\$ -	\$ 510	\$ 8,160.00	\$ -	\$ -
42.	<b>Manhole, SRPE Tee-Base, Complete Installation</b>											
	Manhole 1-2	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 22,294.00	\$ 22,294.00	\$ -	\$ 39,500.00	\$ 39,500.00	\$ -	\$ -
	Manhole 1-3	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 16,414.00	\$ 16,414.00	\$ -	\$ 38,500.00	\$ 38,500.00	\$ -	\$ -
	Manhole 1-4	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 17,652.00	\$ 17,652.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
	Manhole 1-5	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 24,155.00	\$ 24,155.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Manhole 1-6	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 26,389.00	\$ 26,389.00	\$ -	\$ 40,500.00	\$ 40,500.00	\$ -	\$ -
	Manhole 1-7	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 27,505.00	\$ 27,505.00	\$ -	\$ 41,000.00	\$ 41,000.00	\$ -	\$ -
	Manhole 1-8	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 18,065.00	\$ 18,065.00	\$ -	\$ 39,000.00	\$ 39,000.00	\$ -	\$ -
	Manhole 1-9	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,549.00	\$ 21,549.00	\$ -	\$ 39,000.00	\$ 39,000.00	\$ -	\$ -
	Manhole 1-10	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,921.00	\$ 21,921.00	\$ -	\$ 39,000.00	\$ 39,000.00	\$ -	\$ -
	Manhole 1-11	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,921.00	\$ 21,921.00	\$ -	\$ 39,500.00	\$ 39,500.00	\$ -	\$ -
	Manhole 1-12	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 22,666.00	\$ 22,666.00	\$ -	\$ 39,500.00	\$ 39,500.00	\$ -	\$ -
	Manhole 1-13	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 23,783.00	\$ 23,783.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Manhole 1-14	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 22,195.00	\$ 22,195.00	\$ -	\$ 41,500.00	\$ 41,500.00	\$ -	\$ -
	Manhole 1-15	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 20,805.00	\$ 20,805.00	\$ -	\$ 39,000.00	\$ 39,000.00	\$ -	\$ -
	Manhole 1-16	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 23,783.00	\$ 23,783.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Manhole 1-17	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 22,666.00	\$ 22,666.00	\$ -	\$ 39,500.00	\$ 39,500.00	\$ -	\$ -
	Manhole 1-18	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 24,095.00	\$ 24,095.00	\$ -	\$ 39,500.00	\$ 39,500.00	\$ -	\$ -
	Manhole 1-19	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 24,467.00	\$ 24,467.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Manhole 1-20	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 24,467.00	\$ 24,467.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Manhole 1-21	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 20,436.00	\$ 20,436.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Manhole 1-22	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 20,229.00	\$ 20,229.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Manhole 1-23	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 17,752.00	\$ 17,752.00	\$ -	\$ 39,000.00	\$ 39,000.00	\$ -	\$ -
	43.	<b>Manhole Adjustment</b>										
Reform Invert and Now Pipe Connection to Existing Junction Box at Headworks (Station 0+00)		LS	1	\$ 11,500.00	\$ 11,500.00	\$ 8,682.00	\$ 8,682.00	\$ -	\$ 22,200.00	\$ 22,200.00	\$ -	\$ -
44.	<b>Watertight Manhole Frame and Cover (Type B) For Non-SRPE Manholes (Adder)</b>	EA	9	\$ 105.00	\$ 945.00	\$ 445.00	\$ 4,005.00	\$ -	\$ 1,330.00	\$ 11,970.00	\$ -	\$ -

Certified Bid Tabulation Form (continued)

Project: Reedy Creek Trunk Sewer Improvements

ALTERNATE BID DETAILS				Garney Companies, Inc.		Layne Heavy Civil, Inc.		Summers-Taylor, Inc.		Thomas Construction Co., Inc.		Cleary Construction, Inc.	
45.	<b>Manhole Drop Assembly</b>												
	8-Inch Diameter, 4 - 6 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 2,800.00	\$ 2,800.00	\$ 4,586	\$ 4,586.00	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -
	8-Inch Diameter, 6 - 8 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,947	\$ 4,947.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -
	10-Inch Diameter, 2 - 4 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 4,708	\$ 4,708.00	\$ -	\$ -	\$ 1,715.00	\$ 1,715.00	\$ -	\$ -
	10-Inch Diameter, 4 - 6 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 4,912	\$ 4,912.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -
	18-Inch Diameter, 2 - 4 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 5,122.69	\$ 5,122.69	\$ 6,562	\$ 6,562.00	\$ -	\$ -	\$ 4,750.00	\$ 4,750.00	\$ -	\$ -
46.	<b>Sewer Lateral Assembly, PVC, 6-Inch Diameter (Complete Installation Except Surface Restoration)</b>	EA	52	\$ 2,030.00	\$ 105,560.00	\$ 2,152	\$ 111,904.00	\$ -	\$ -	\$ 3,000.00	\$ 156,000.00	\$ -	\$ -
<b>ALTERNATE BID TOTAL, ITEMS 1 THROUGH 46, INCLUSIVE, THE AMOUNT OF</b>				\$ 6,411,000.00		\$ 6,548,215.31 *		No Bid		\$ 7,392,015.31		No Bid	

\*Indicates math error corrected

BID DOCUMENTS	Garney Companies, Inc.	Layne Heavy Civil, Inc.	Summers-Taylor, Inc.	Thomas Construction Co., Inc.	Cleary Construction, Inc.
Bid Form	Yes	Yes	Yes	Yes	Yes
Acknowledgement of Addendum No. 1	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes
Drug Free Work Place Affidavit	Yes	Yes	Yes	Yes	Yes
Statement of Non-collusion	Yes	Yes	Yes	Yes	Yes

I hereby certify that the above Bid Tabulation is true and correct for the bids received by the City of Kingsport, Tennessee, on June 8, 2016, at 4:00 p.m. EDT, and represents the bids for the Reedy Creek Trunk Sewer Improvements project.

  
 Anthony W. Crist, P.E.  
 TN License No. 109734

6/14/16  
 Date





AGENDA ACTION FORM

**Budget Cleanup Ordinance for FY16**

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

Action Form No.: AF-187-2016  
Work Session: August 1, 2016  
First Reading: August 2, 2016

Final Adoption: August 16, 2016  
Staff Work By: Judy Smith  
Presentation By: Jeff Fleming

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

This ordinance is the year-end ordinance to appropriate \$1.9 million in excess revenue to the projects that were listed in the CIP as year – end projects which include \$851,200 for the Centennial Park/Downtown Parks, \$200,000 for J. Fred Johnson Park (GP1629), \$52,000 for Civic Auditorium chairs, and \$100,000 for Public Art.

The remaining excess revenue funds \$25,000 for dilapidated structures and transfer \$356,232 to the Health Insurance Fund.

Funds received from the Department of Transportation in the amount of \$662,601 will be appropriated to the Stone Drive Sidewalk Extension.

Funds in the amount of \$60,520 will be transferred from the Water Pump Station project (WA1506) to the Water Pump Station O & M (WA1701) and close WA1506.

Funds in the amount of \$11,729 will be transferred from the Sewer Pump Station Improvement project (SW1509) to the Sewer Lift Station O & M project (SW1703). Funds in the amount of \$359,483 will be transferred from the System Improvement SL Station (SW1402) and \$176 from Sewer Lift Bypass Pump Connector (SW1503) to the Sewer Lift Station Improvement project (SW1702). Projects SW1509, SW1402, and SW1503 will be closed.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR  
THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by appropriating excess revenue in the amount of \$1,900,341 to the General Fund operating budget and by amending the State Street Aid Fund by reducing the transfer from the General Fund by \$100,000; by amending the General Project and General Project-Special Revenue Funds by transferring \$5,200 from the Land Acquisition project (GP1515) to the Farmers Market Carousel Improvements project (GP1608), by transferring \$356,232 to the Health Insurance Fund, by transferring \$73,685 to the General Projects Fund (GP1606) and by transferring \$57,000 to the Centennial Project (NC1613), by transferring \$196,877 to the Downtown project (NC1606), by transferring \$13,123 to the Riverwalk project (NC1610), by transferring \$25,000 to the Dilapidated Structures (GP1625), by transferring \$30,000 to the Naviline Edge project (GP1626), by transferring \$851,200 to the Centennial Park/Downtown Parks (GP1627), by transferring \$126,266 to the Centennial Park/Downtown Parks project (GP1627) from the Centennial Park project (GP1533), by transferring \$200,000 to the J. Fred Johnson Park (GP1629), by transferring \$52,000 to the Civic Auditorium Chairs project (NC1611), by transferring \$50,000 to the Public Art project (GP1630), by transferring \$50,000 to the Temporary Public Art (NC1612) and by transferring \$5,000 from the Street Resurfacing project (NC1500) to the Public Works Equipment project (GP1703) and by appropriating \$662,601 grant funds received from the Department of Transportation to the Stone Drive Sidewalk Extension project (GP1623).

SECTION II. That the Sewer Project Fund budgets be amended by transferring \$11729 from the Sewer Pump Station Improvements project (SW1509) to the Sewer Lift Station O & M project (SW1703), by transferring \$359,483 from the System Improvement SL Station (SW1402) and by transferring \$176 from the Sewer Lift Bypass Pump Connector project (SW1503) to the SW Lift Station Improvements project (SW1702).

SECTION III. That the Water Project Fund budget be amended by transferring \$60,520 from the Water Pump Station Improvement project (WA1506) to the Water Pump Station O & M project (WA1701).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 110: General Project Fund</b>			
<b>Revenues:</b>	\$	\$	\$
110-0000-351-3065 Red Light Camera	370,800	78,200	449,000
110-0000-348-8000 Engineering Service	500,000	398,956	898,956
110-0000-311-4000 Prior Years	750,000	65,000	815,000

110-0000-341-1060	Concession Receipts	180,000	47,195	227,195
110-0000-341-1020	Allandale-Rental Receipts	90,000	16,347	106,347
110-0000-332-2000	Mixed Drinks	235,800	25,733	261,533
110-0000-341-1061	Athletic Facility	46,480	26,480	72,960
110-0000-332-5000	TVA PILOT	587,000	13,516	600,516
110-0000-341-1096	Carousel Tickets	41,100	34,430	75,530
110-0000-348-4000	E-911 Charges	210,000	10,455	220,455
110-0000-341-1085	Community CTN Prog.	21,000	1,680	22,680
110-0000-361-1000	Earnings on Investments	10,500	34,199	44,699
110-0000-368-9900	Miscellaneous	45,000	9,271	54,271
110-0000-348-9500	J F Johnson Ticket	19,012	33,768	52,780
110-0000-333-1000	Local Option Sales Tax	16,970,787	529,489	17,500,276
110-0000-332-0500	Hall Income Tax	700,000	368,350	1,068,350
110-0000-332-1000	Sales Tax	3,914,128	207,272	4,121,400
	<b>Totals:</b>	<b>24,691,607</b>	<b>1,900,341</b>	<b>26,591,948</b>

**Expenditures:**

		\$	\$	\$
110-1005-405-8078	KEDB Façade Program	60,000	(60,000)	0
110-4804-481-7029	To Debt Serv Fund	8,007,200	(181,439)	7,825,761
110-4804-481-7025	School fund-Debt- Princ	2,309,100	(82,880)	2,226,220
110-4804-481-7028	School Fund-Debt-Int	992,900	(45,464)	947,436
110-4874-481-7423	Downtown TIF	130,000	(130,000)	0
110-4874-481-7424	Riverwalk TIF	20,000	(20,000)	0
110-4804-481-7023	To State Street Aid	1,275,900	(100,000)	1,175,900
110-4024-462-4026	Fleet Vehicle Rental Fee	75,000	365,692	440,692
110-4804-481-7091	Health Insurance Fund	0	356,232	356,232
110-4804-481-7035	General Proj. Special Rev	627,596	312,000	939,596
110-4804-481-7036	General Project Fund	92,697	1,486,200	1,578,897
	<b>Totals:</b>	<b>13,590,393</b>	<b>1,900,341</b>	<b>15,490,734</b>

**Fund 211: Debt Service Fund**

**Revenues:**

		\$	\$	\$
211-0000-391-0100	From General Fund	8,007,200	(181,439)	7,825,761
211-0000-391-2100	From School Fund	3,764,800	(128,344)	3,636,456
211-0000-392-0100	Fund Balance			
Appropriations		28,668	100,000	128,668
	<b>Totals:</b>	<b>11,772,000</b>	<b>(209,783)</b>	<b>11,590,885</b>

**Expenditures:**

		\$	\$	\$
211-4805-481-4006	Bond Principal-General	5,308,100	(209,783)	5,098,317
211-4805-481-4007	Bond Principal-School	2,720,600	(4,500)	2,716,100
211-4805-481-4012	Bank Service Charges	6,200	4,500	10,700
	<b>Totals:</b>	<b>8,034,900</b>	<b>(209,783)</b>	<b>7,825,117</b>

**Fund 625: Health Insurance Fund**

<u>Revenues:</u>	\$	\$	\$
625-0000-313-1100 City Contribution	5,070,500	176,943	5,247,443
625-0000-363-2014 City Employees Health-JD	2,028,400	118,098	2,146,498
625-0000-363-2043 COBRA Payments	0	8,578	8,578
625-0000-368-7235 Stop Loss Refunds	100,000	391,081	491,081
625-0000-368-7237 Prescription Refunds	0	228	228
625-0000-391-0100 From General Fund	0	356,232	356,232
625-0000-392-0100 Fund Balance Approp.	206,900	600,000	806,900
<b>Totals:</b>	<b>7,405,800</b>	<b>1,651,160</b>	<b>8,456,960</b>

<u>Expenditures:</u>	\$	\$	\$
625-1704-413-5100 Insurance Claims	5,483,901	1,651,160	7,135,061
<b>Totals:</b>	<b>5,292,500</b>	<b>1,651,160</b>	<b>7,135,061</b>

**Fund 121: State Street Aid Fund**

<u>Revenues:</u>	\$	\$	\$
121-0000-332-6000 Gasoline & Motor Fuel Tax	1,345,900	55,386	1,401,286
121-0000-391-0100 From General Fund	1,275,900	(100,000)	1,175,900
<b>Totals:</b>	<b>2,621,800</b>	<b>(44,614)</b>	<b>2,577,186</b>

<u>Expenditures:</u>	\$	\$	\$
121-4024-461-3028 Paint Supplies	121,398	(20,000)	101,398
121-4024-461-3026 Sign Parts & Supplies	125,000	(24,614)	100,386
<b>Totals:</b>	<b>246,398</b>	<b>(44,614)</b>	<b>201,784</b>

**Fund 311: General Project Fund****Land Acquisitions (GP1515)**

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1047 Series 2014 A GO Pub Imp	14,619	(5,200)	9,419
311-0000-368-2101 Premium From Bond Sale	1,442	0	1,442
<b>Totals:</b>	<b>16,061</b>	<b>(5,200)</b>	<b>10,861</b>

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	1,442	0	1,442
311-0000-601-9001 Land	14,619	(5,200)	9,419
<b>Totals:</b>	<b>16,061</b>	<b>(5,200)</b>	<b>10,861</b>

**Fund 311: General Project Fund****Farm Mkt Carousel Improvements (GP1608)**

<u>Revenues:</u>	\$	\$	\$
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311-0000-368-1047 Series 2014 A GO Pub Imp	90,000	5,200	95,200
<b>Totals:</b>	<b>90,000</b>	<b>5,200</b>	<b>95,200</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	20,000	400	20,400
311-0000-601-9003 Improvements	70,000	4,800	74,800
<b>Totals:</b>	<b>90,000</b>	<b>5,200</b>	<b>95,200</b>

**Fund 311: General Project Fund**  
**Stone Dr. Sidewalk Extend (GP1623)**

<b>Revenues:</b>	\$	\$	\$
311-0000-332-9000 Dept. of Transportation	0	662,601	662,601
311-0000-368-1046 Series 2013 B GO Pub Imp	100,500	0	100,500
<b>Totals:</b>	<b>100,500</b>	<b>662,601</b>	<b>763,101</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	526,210	526,210
311-0000-601-2023 Arch/Eng/Landscaping	8,000	136,391	144,391
311-0000-601-9003 Improvements	92,500	0	92,500
<b>Totals:</b>	<b>100,500</b>	<b>662,601</b>	<b>763,101</b>

**Fund 111: General Project-Special Rev. Fund**  
**General Project (NC1605)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	130,685	(130,685)	0
<b>Totals:</b>	<b>130,685</b>	<b>(130,685)</b>	<b>0</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2020 Professional Consultant	81,406	(81,406)	0
111-0000-601-2022 Construction Contracts	20,000	(20,000)	0
111-0000-601-2023 Arch/Eng/Landscaping	15,000	(15,000)	0
111-0000-601-9004 Equipment	14,279	(14,279)	0
<b>Totals:</b>	<b>130,685</b>	<b>(130,685)</b>	<b>0</b>

**Fund 311: General Project Fund**  
**General Project (GP1624)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	73,685	130,685
<b>Totals:</b>	<b>0</b>	<b>73,685</b>	<b>130,685</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2020 Professional Consultant	0	24,406	81,406
311-0000-601-2022 Construction Contracts	0	20,000	20,000
311-0000-601-2023 Arch/Eng/Landscaping	0	15,000	15,000

311-0000-601-9006 Purchases \$5,000 & Over	0	14,279	14,279
<b>Totals:</b>	<b>0</b>	<b>73,685</b>	<b>130,685</b>

**Fund 111: General Project-Special Rev. Fund  
Downtown Project (NC1606)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	6,231	196,877	203,108
<b>Totals:</b>	<b>6,231</b>	<b>196,877</b>	<b>203,108</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2022 Construction Contracts	6,231	196,877	203,108
<b>Totals:</b>	<b>6,231</b>	<b>196,877</b>	<b>203,108</b>

**Fund 111: General Project-Special Rev. Fund  
Centennial Project (NC1613)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	0	57,000	57,000
<b>Totals:</b>	<b>0</b>	<b>57,000</b>	<b>57,000</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2020 Professional Consultant	0	12,000	12,000
111-0000-601-3010 Office Supplies	0	15,000	15,000
111-0000-601-3020 Operating Supplies & Tolls	0	30,000	30,000
<b>Totals:</b>	<b>0</b>	<b>57,000</b>	<b>57,000</b>

**Fund 111: General Project-Special Rev. Fund  
Riverwalk Project (1610)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	0	13,123	13,123
<b>Totals:</b>	<b>0</b>	<b>13,123</b>	<b>13,123</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2022 Construction Contracts	0	13,123	13,123
<b>Totals:</b>	<b>0</b>	<b>13,123</b>	<b>13,123</b>

**Fund 311: General Project Fund  
Dilapidated Structures (GP1625)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	25,000	25,000
<b>Totals:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts

***Totals:***

\$	\$	\$
0	25,000	25,000
<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Fund 311: General Project Fund**

**Naviline Edge (GP1626)**

**Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	30,000	30,000
<b>0</b>	<b>30,000</b>	<b>30,000</b>

**Expenditures:**

311-0000-601-9006 Purchases Over \$5,000

***Totals:***

\$	\$	\$
0	30,000	30,000
<b>0</b>	<b>30,000</b>	<b>30,000</b>

**Fund 311: General Project Fund**

**Centennial Park /Downtown Parks (GP1627)**

**Revenues:**

311-0000-368-1047 Series 2014A GO Bonds

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	126,266	126,266
0	851,200	851,200
<b>0</b>	<b>977,466</b>	<b>977,466</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts

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

311-0000-601-9003 Improvements

***Totals:***

0	20,000	20,000
0	49,688	49,688
0	907,778	907,778
<b>0</b>	<b>977,466</b>	<b>977,466</b>

**Fund 311: General Project Fund**

**Centennial Park (GP1533)**

**Revenues:**

311-0000-368-1047 Series 2014A GO Bonds

311-0000-368-2101 Premium From Bond Sale

***Totals:***

\$	\$	\$
319,492	(126,266)	193,226
29,108	0	29,108
<b>348,600</b>	<b>(126,266)</b>	<b>222,334</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts

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

311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
20,000	(20,000)	0
210,000	10,934	220,934
118,600	(117,200)	1,400
<b>348,600</b>	<b>(126,266)</b>	<b>222,334</b>

**Fund 311: General Project Fund**

**Technology Infrastructure & Office Imp.  
(GP1628)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	330,000	330,000
<b>Totals:</b>	<b>0</b>	<b>330,000</b>	<b>330,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9006 Purchases \$5,000 & Over	0	330,000	330,000
<b>Totals:</b>	<b>0</b>	<b>330,000</b>	<b>330,000</b>

**Fund 311: General Project Fund**  
**J Fred Johnson Park (GP1629)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	200,000	200,000
<b>Totals:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	15,000	15,000
311-0000-601-9003 Improvements	0	185,000	185,000
<b>Totals:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Fund 111: General Project –Special Rev. Fund**  
**Civic Auditorium Chairs (NC1611)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	0	52,000	52,000
<b>Totals:</b>	<b>0</b>	<b>52,000</b>	<b>52,000</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-9004 Equipment	0	52,000	52,000
<b>Totals:</b>	<b>0</b>	<b>52,000</b>	<b>52,000</b>

**Fund 311: General Project Fund**  
**Public Art (GP1630)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Fund 111: General Project-Special Rev. Fund**  
**Temporary Public Art (NC1612)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601-2020 Professional Consultant	0	30,000	30,000
111-0000-601-2099 Miscellaneous	0	10,000	10,000
111-0000-601-3020 Operating Supplies & Tools	0	10,000	10,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Fund 311: General Project Fund**  
**Public Works Equipment (GP1703)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391-0100 From General Fund	165,000	5,000	170,000
<b>Totals:</b>	<b>165,000</b>	<b>5,000</b>	<b>170,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	165,000	5,000	170,000
<b>Totals:</b>	<b>165,000</b>	<b>5,000</b>	<b>170,000</b>

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

<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-391-0100 From General Fund	274,270	(5,000)	269,270
<b>Totals:</b>	<b>274,270</b>	<b>(5,000)</b>	<b>269,270</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	267,606	(5,000)	262,606
311-0000-601-2023 Arch/Eng/Landscaping	6,664	0	6,664
<b>Totals:</b>	<b>274,270</b>	<b>(5,000)</b>	<b>269,270</b>

**Fund 451: Water Project Fund**  
**WA Pump ST Imp. (WA1506)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391-4500 From the Water Fund	250,030	(60,520)	189,510
<b>Totals:</b>	<b>250,030</b>	<b>(60,520)</b>	<b>189,510</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605-9019 Pump Stations	250,030	(60,520)	189,510
<b>Totals:</b>	<b>250,030</b>	<b>(60,520)</b>	<b>189,510</b>

**Fund 451: Water Project Fund**  
**WA Pump Station O & M (WA1701)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391-4500 From the Water Fund	125,000	60,520	185,520
<b>Totals:</b>	<b>125,000</b>	<b>60,520</b>	<b>185,520</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605-9019 Pump Stations	125,000	60,520	185,520
<b>Totals:</b>	<b>125,000</b>	<b>60,520</b>	<b>185,520</b>

**Fund 452: Sewer Project Fund**  
**SW Pump Station Imp. (SW1509)**

<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391-4200 From Sewer Fund	482,755	(11,729)	471,026
<b>Totals:</b>	<b>482,755</b>	<b>(11,729)</b>	<b>471,026</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-606-9019 Pump Stations	482,755	(11,729)	471,026
<b>Totals:</b>	<b>482,755</b>	<b>(11,729)</b>	<b>471,026</b>

**Fund 452: Sewer Project Fund**  
**SW Lift Station O & M (SW1703)**

<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391-4200 From Sewer Fund	245,000	11,729	256,729
<b>Totals:</b>	<b>245,000</b>	<b>11,729</b>	<b>256,729</b>

<b><u>Expenditures:</u></b>			
452-0000-606-9003 Improvements	245,000	0	245,000
452-0000-606-9019 Pump Stations	0	11,729	11,729
<b>Totals:</b>	<b>245,000</b>	<b>11,729</b>	<b>256,729</b>

**Fund 452: Sewer Project Fund**  
**System Imp SL Station (SW1402)**

<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391-0529 Series 2013 B GO Pub Imp	245,000	(47,485)	197,515
452-0000-391-4200 From Sewer Fund	312,171	(311,998)	173
<b>Totals:</b>	<b>557,171</b>	<b>(359,483)</b>	<b>197,688</b>

<b><u>Expenditures:</u></b>			
452-0000-606-2023 Arch/Eng/Landscaping	130,500	(33,392)	97,108
452-0000-606-9001 Land	5,100	(1,241)	3,859
452-0000-606-9003 Improvements	421,571	(324,850)	96,721
<b>Totals:</b>	<b>557,171</b>	<b>(359,483)</b>	<b>197,688</b>

**Fund 452: Sewer Project Fund**  
**SW Lift Bypass Pump Conn. (SW1503)**

<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391-0529 Series 2013 B GO Pub Imp	55,000	(176)	54,824
<b>Totals:</b>	<b>55,000</b>	<b>(176)</b>	<b>54,824</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
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452-0000-606-9003 Improvements	55,000	(176)	54,824
<b>Totals:</b>	<b>55,000</b>	<b>(176)</b>	<b>54,824</b>

**Fund 452: Sewer Project Fund**  
**SW Lift Station Imp. (SW1702)**

<b>Revenues:</b>	\$	\$	\$
452-0000-391-0529 Series 2013 B GO Pub Imp	0	47,661	47,661
452-0000-391-4200 From Sewer Fund	300,000	311,998	611,998
<b>Totals:</b>	<b>300,000</b>	<b>359,659</b>	<b>659,659</b>

<b>Expenditures:</b>	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	40,000	0	40,000
452-0000-606-9003 Improvements	260,000	0	260,000
452-0000-606-9019 Pump Stations	0	359,659	359,659
<b>Totals:</b>	<b>300,000</b>	<b>359,659</b>	<b>659,659</b>

SECTION IV. 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.

\_\_\_\_\_  
 JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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



AGENDA ACTION FORM

**Amend Zoning of a Portion of 932 Childress Ferry Road, Located Adjacent to the Intersection of Childress Ferry Road and Fieldcrest Road in the Fall Creek Area**

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

Action Form No.: AF-188-2016  
Work Session: July 18, 2016  
First Reading: July 19, 2016

Final Adoption: August 2, 2016  
Staff Work By: Ken Weems  
Presentation By: Ken Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 107.75 from R-1B, Residential District to A-1, Agricultural District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 14 acres located at 932 Childress Ferry Road from R-1B to A-1. The purpose of the rezoning request is to accommodate a barbed wire fence for pasture enclosure. As of June 30, 2016, the Planning Department has received one phone call from an abutting property owner in support of the rezoning proposal. During their June 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 4, 2016.

**Attachments:**

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

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



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Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on July 19, 2016 to consider the rezoning for a portion of parcel 107.75 of tax map 63F located adjacent to Childress Ferry Road from R-1B District to A-1 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northern corner of parcel 107.75, Tax Map 63F; thence in a southeasterly direction, approximately 925 feet to a point, said point being the eastern corner of parcel 107.75 in common with the northern corner of parcel 107.60; thence in a southwesterly direction, approximately 790 feet to a point, said point being in common with the northeastern property line of parcel 109; thence in a northwesterly direction, approximately 655 feet to a point, said point being the western corner of parcel 107.75 in common with the parcel boundary of parcel 93.01; thence in a northeasterly direction, approximately 805 feet to the point of BEGINNING, and being a portion of parcel 107.75, Tax Maps 63F and 63K, as shown on the August 2015 Sullivan County Tax Maps.

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

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
PIT: 7/4/2016

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO CHILDRESS FERRY ROAD FROM R-1B, RESIDENTIAL DISTRICT TO A-1, AGRICULTURAL DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Childress Ferry Road from R-1B, Residential District to A-1, Agricultural District in the 7<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 107.75, Tax Map 63F; thence in a southeasterly direction, approximately 925 feet to a point, said point being the eastern corner of parcel 107.75 in common with the northern corner of parcel 107.60; thence in a southwesterly direction, approximately 790 feet to a point, said point being in common with the northeastern property line of parcel 109; thence in a northwesterly direction, approximately 655 feet to a point, said point being the western corner of parcel 107.75 in common with the parcel boundary of parcel 93.01; thence in a northeasterly direction, approximately 805 feet to the point of BEGINNING, and being a portion of parcel 107.75, Tax Maps 63F and 63K, as shown on the August 2015 Sullivan County Tax Maps.

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

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

---

JOHN CLARK  
Mayor

ATTEST:

---

JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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



**PROPERTY INFORMATION**

<b>ADDRESS</b>	932 Childress Ferry Road
<b>DISTRICT</b>	7
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	R-1B (Residential District)
<b>PROPOSED ZONING</b>	A-1 (Agricultural District)
<b>ACRES</b>	14 +/-
<b>EXISTING USE</b>	pasture/ hay
<b>PROPOSED USE</b>	pasture/ hay

**PETITIONER**

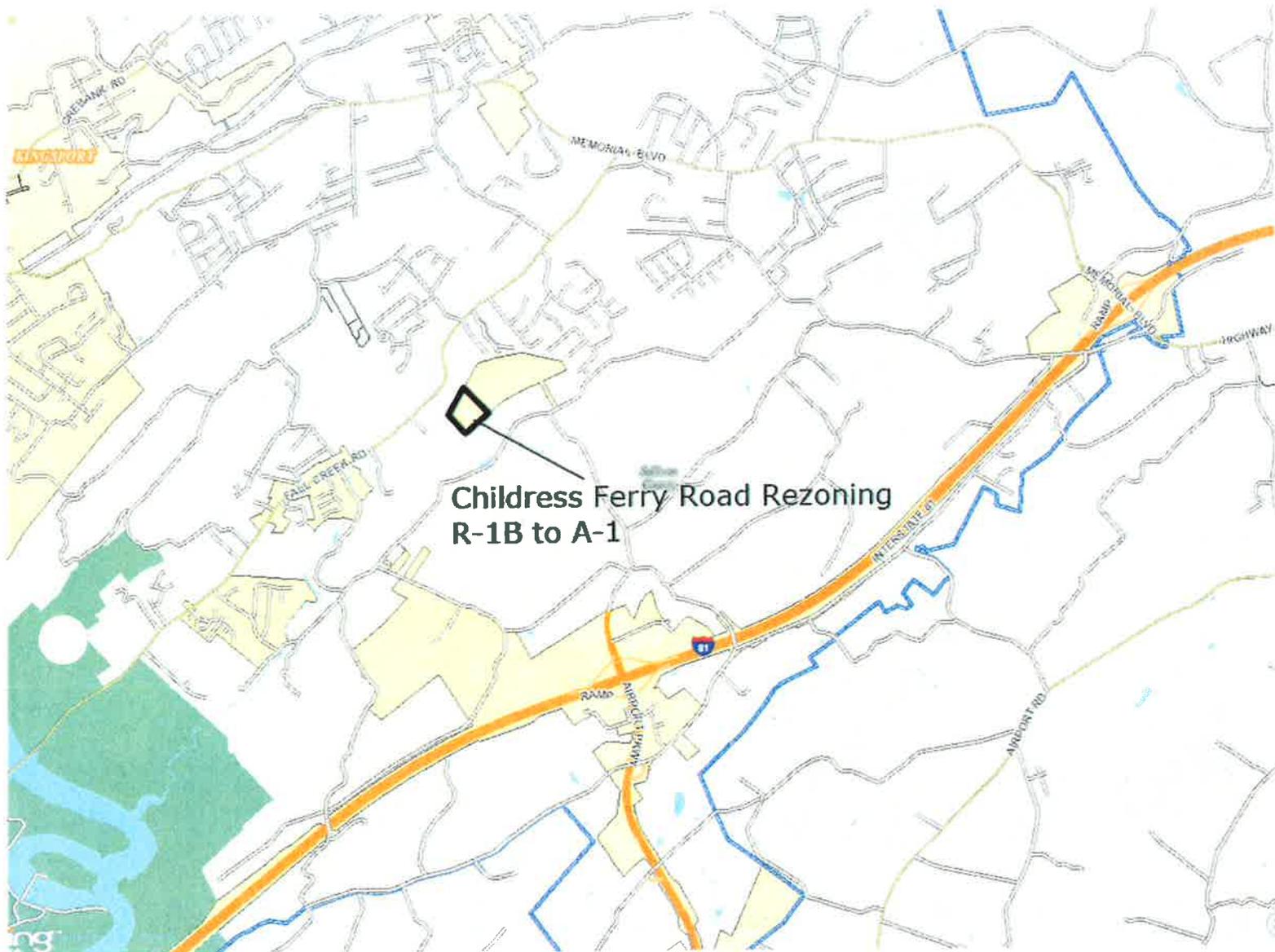
**ADDRESS** 364 Courtney Drive, Blountville, TN 37617

**INTENT**

*Intent: To rezone from R-1B (Residential District) to A-1 (Agricultural District) to accommodate a barbed wire fence for pasture enclosure.*

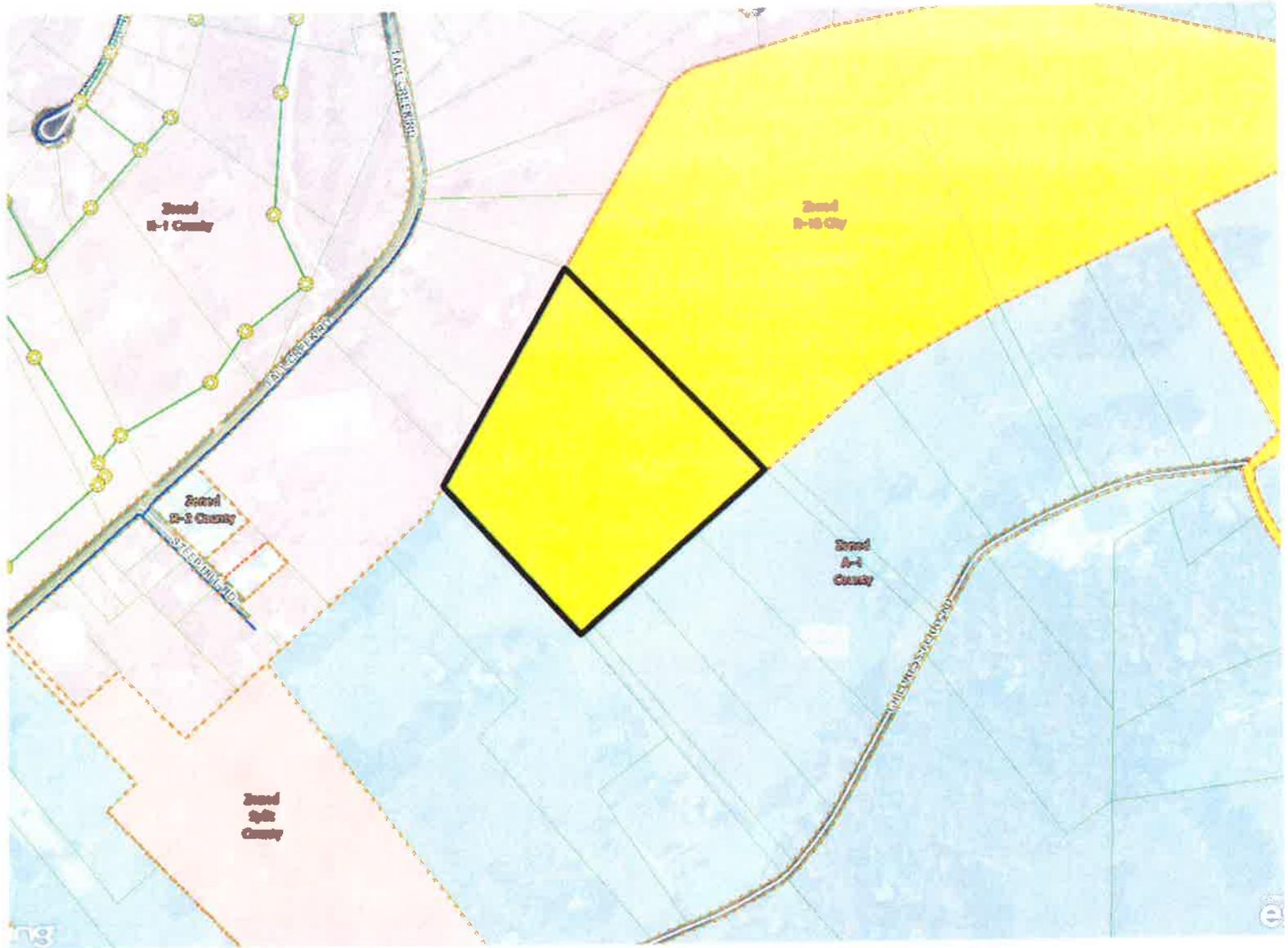
Rezoning Report

Vicinity Map

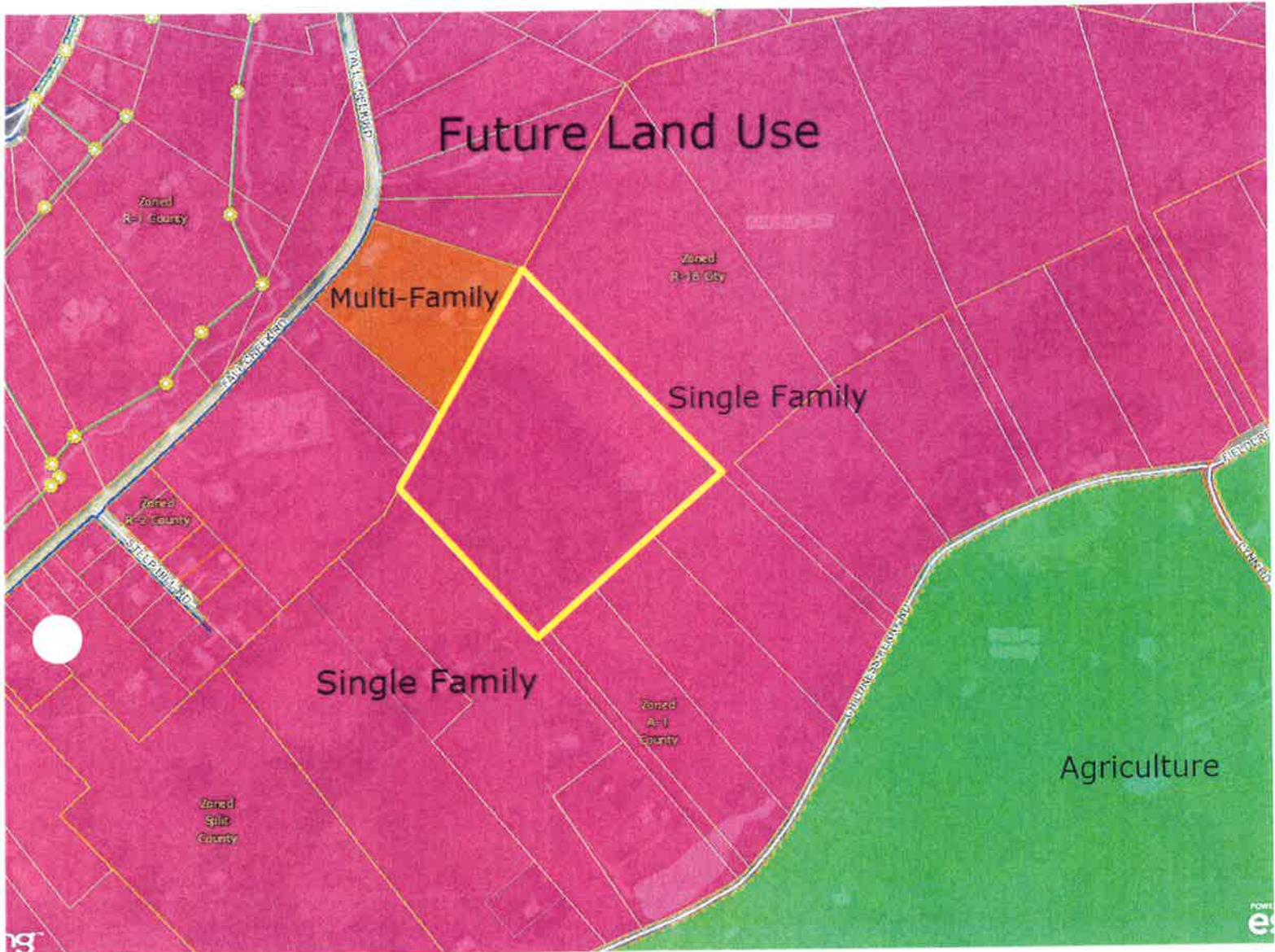


Rezoning Report

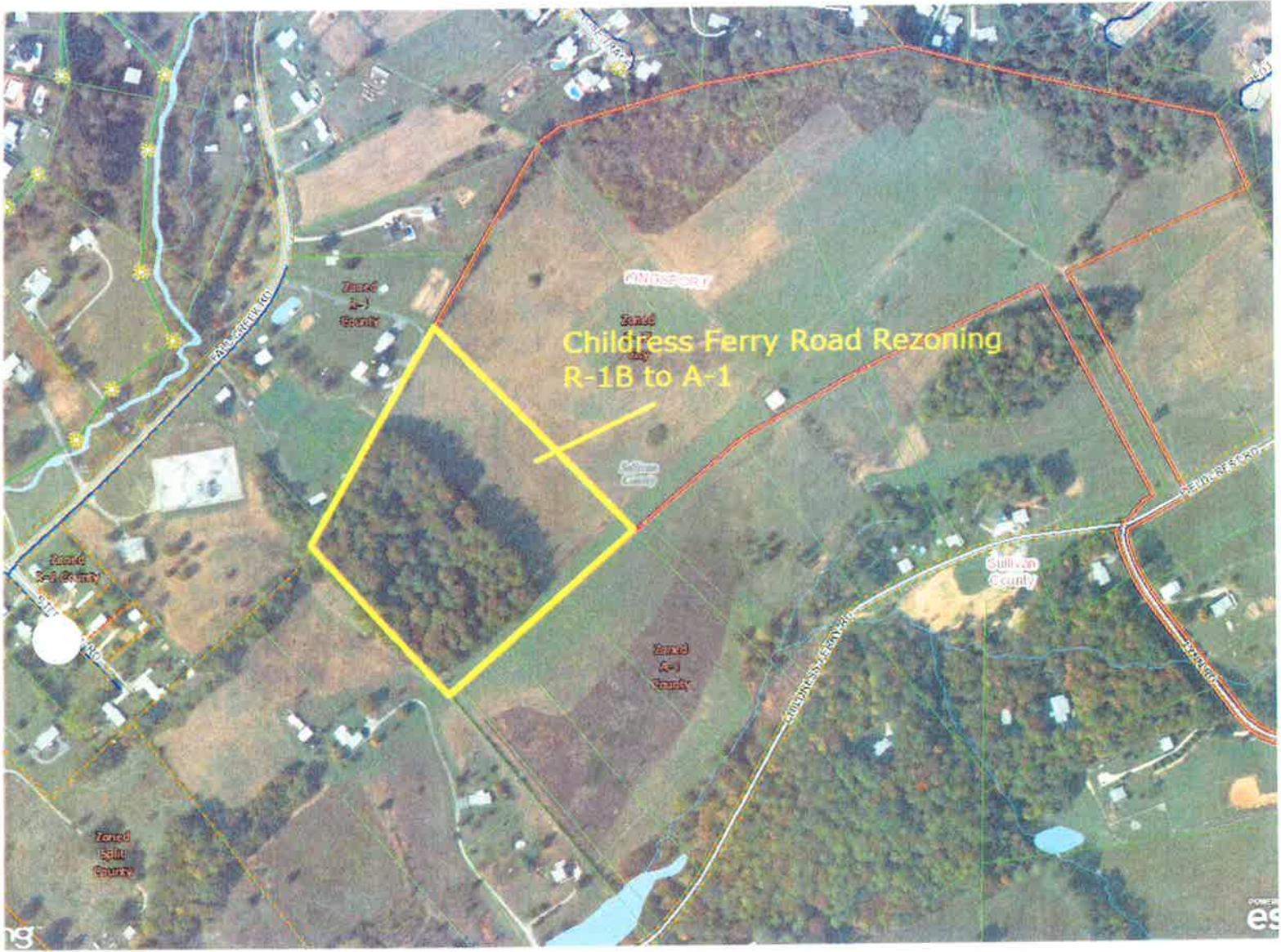
Surrounding Zoning Map



Future Land Use Plan 2030



Aerial



**North View (Toward Fall Creek Road)**



**West View**



**South View (Toward Childress Ferry Road)**



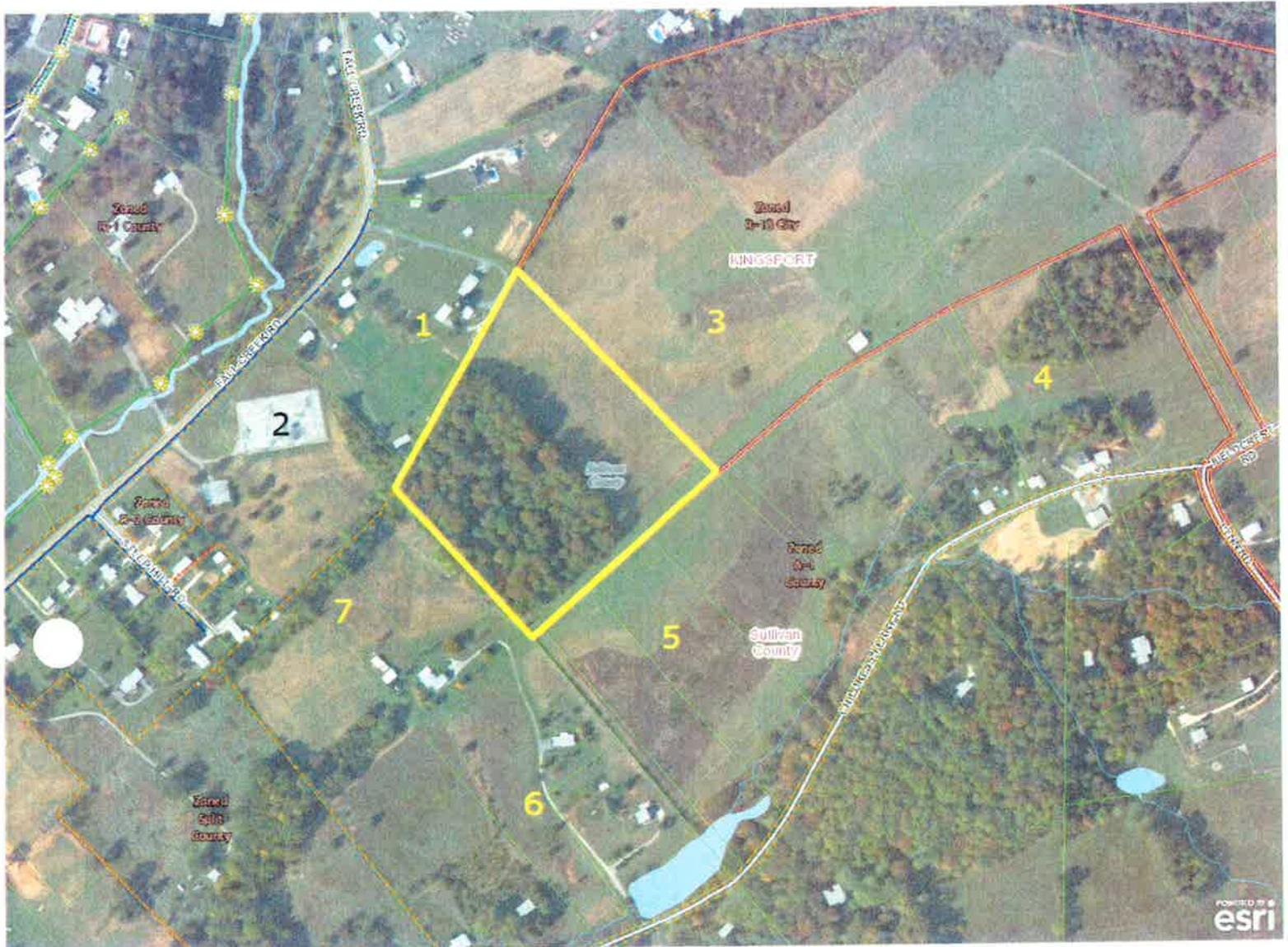
**East View**



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: County R-1</u> Use: Single Family	n/a
Further North and Northwest	2	<u>Zone: County R-1</u> Use: AEP Power Substation	n/a
East	3	<u>Zone: City R-1B</u> Use: hay production	Annexed Dec 4, 2008
Further East	4	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a
Southeast and South	5	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a
Further South	6	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a
West	7	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a

EXISTING USES LOCATION MAP



**Property Features**

A portion of the rezoning site is a gently sloped hay field with the remainder being hardwood forest.

**Standards of Review**

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

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit a use that is suitable with adjacent and surrounding property as agricultural use.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. The proposed zone allows the same reasonable economic use.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not cause a burdensome use of existing streets, transportation facilities, or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

**Proposed use:** Agricultural

**The Future Land Use Plan Map recommends** Single Family

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing agricultural conditions support approval of the proposed rezoning.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning will be similar to the adjacent county residential and agricultural zones.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the abutting city limits.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends APPROVAL to rezone from R-1B to A-1. The proposal is in keeping with the existing agricultural use of the property.



**AGENDA ACTION FORM**

**Vacate a Portion of Enterprise Place Right-of-Way**

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

Action Form No.: AF-190-2016  
 Work Session: July 18, 2016  
 First Reading: July 19, 2016

Final Adoption: August 2, 2016  
 Staff Work By: Jessica Harmon  
 Presentation By: Jessica Harmon

**Recommendation:**

- ~~Hold public hearing~~
- Approve ordinance vacating 0.33 acres of Enterprise Place right-of-way

**Executive Summary:**

This is a request to vacate approximately 495 feet of right-of-way along Enterprise Place, totaling 0.33 acres. The purpose of this owner-requested vacating is to further the development of an apartment project. During their June 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 4, 2016.

**Attachments:**

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

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



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Parham	—	—	—
Clark	—	—	—

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, July 19, 2016, to consider the vacating a portion of Enterprise Place right-of-way. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for surplus is generally described as follows:

To find the point of beginning, COMMENCE at a rebar found in the old northeasterly sideline of Enterprise PL, distant about 0.49 miles southeasterly along said Enterprise PL from its intersection with The John B. Dennis Bypass (State Route 93), and being a common corner for the lands of Robert W. Monday (Deed Book 2255C, Page 531, Tax Map 76/3.00) and the lands of Harold W. Childress, Jr., et Al. (Deed Book 3062, Page 543, Tax Map 76/2.00); thence leaving the old road and with the divisional line between the two afore mentioned properties, N44°18'18"E 15.94 feet to a rebar set at the northwesterly end of the northeasterly sideline for a newly widened right-of-way for Enterprise PL; thence with said widened right-of-way and along the line of said Harold W. Childress, Jr., et Al., the following three calls: (1) along a non-tangential curve turning to the left with an arc length of 214.99 feet, a radius of 3,516.65 feet, a chord bearing of S50°30'07"E, and a chord length of 214.96 feet to a rebar set, (2) with a compound curve turning to the left with an arc length of 70.63 feet, a radius of 75.00 feet, a chord bearing of S79°13'57"E, and a chord length of 68.05 feet to a rebar set, and (3) with the circle of a Cul-de-sac, along a reverse curve turning to the right with an arc length of 62.22 feet, a radius of 50.00 feet, a chord bearing of S70°33'47"E, and a chord length of 58.28 feet, to a rebar set, corner for "The Retreat, LLC (Deed Book 3195, at Page 1885); thence continuing around the circle of the Cul-de-sac, turning to the right with an arc length of 81.98 feet, a radius of 50.00 feet, a chord bearing of S12°03'27"W, and a chord length of 73.10 feet, to a rebar set at the point of BEGINNING in the northeasterly sideline of the old roadbed, thence with same, the following three calls: (1) S51°55'57"E 147.68 feet to a rebar found, (2) S44°50'11"E 100.07 feet to a rebar found, (3) S46°42'41"E 206.23 feet to a rebar found in pavement; thence crossing the end of said old roadbed, the following two calls: (1) S44°17'38"W 7.95 feet to a point at the northwesterly end of the northeasterly sideline of a 25 foot wide right-of-way for ingress and egress (Deed Book 3195, Page 1924), and (2) crossing the northwesterly end of said 25 foot wide right-of-way, S44°17'38"W 25.00 feet to a rebar found in the southwesterly sideline of the old roadbed, which is the northeasterly sideline of Interstate 26; thence along said sideline, the following five calls: (1) N47°16'07"W 58.74 feet to a rebar set, (2) with a curve turning to the right with an arc length of 107.36 feet, a radius of 2059.79 feet, a chord bearing of N45°46'32"W, and a chord length of 107.35 feet, to a rebar set, (3) N44°16'56"W 109.81 feet to a rebar set, (4) with a curve turning to the left with an arc length of 100.72 feet, a radius of 600.00 feet, a chord bearing of N49°05'29"W, and a chord length of 100.60 feet, and (5) N53°54'01"W 119.25 feet to a rebar set in the circle of the Cul-de-sac; thence along the circle of the Cul-de-sac, with a non-tangential curve turning to the left with an arc length of 58.53 feet, a radius of 50.00 feet, a chord bearing

of S87°26'07"E, and a chord length of 55.24 feet, to the point of BEGINNING, containing 0.328 acres, more or less.

There is excepted and reserved herefrom a 25 foot wide non-exclusive easement for ingress and egress that lies adjacent to, and on the northeast side of, the southwesterly sideline of the above described roadbed, and extends from the new cul-de-sac at the southeast end of Enterprise PL to the southeast end of the above described roadbed, and connects and extends backward the 25 foot wide non-exclusive right-of-way described in a Deed of record in the Register of Deeds Office for Sullivan County at Blountville, Tennessee in Deed Book 3195 at Page 1924, to which reference is hereby expressly made.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
P1T: 07/4/16

PRE-FILED  
CITY RECORDER

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

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY THAT IS AT THE END OF THE CURRENT ENTERPRISE PLACE SITUATED IN THE CITY, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at meeting held on June 16, 2016, the Kingsport Regional Planning Commission has determined that the public interest of the City is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and,

WHEREAS, as a result of its action at the meeting held on June 16, 2016, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein.

WHEREAS, Enterprise Place is a dead end street and the right-of-way proposed to be vacated is completely surrounded and ends on property owned by one entity, so the vacation does not impact other property, and such entity has requested the vacation.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way of Enterprise Place located within the City of Kingsport, 13<sup>th</sup> Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

To find the point of beginning, COMMENCE at a rebar found in the old northeasterly sideline of Enterprise PL, distant about 0.49 miles southeasterly along said Enterprise PL from its intersection with The John B. Dennis Bypass (State Route 93), and being a common corner for the lands of Robert W. Monday (Deed Book 2255C, Page 531, Tax Map 76/3.00) and the lands of Harold W. Childress, Jr., et Al. (Deed Book 3062, Page 543, Tax Map 76/2.00); thence leaving the old road and with the divisional line between the two afore mentioned properties, N44°18'18"E 15.94 feet to a rebar set at the northwesterly end of the northeasterly sideline for a newly widened right-of-way for Enterprise PL; thence with said widened right-of-way and along the line of said Harold W. Childress, Jr., et Al., the following three calls: (1) along a non-tangential curve turning to the left with an arc length of 214.99 feet, a radius of 3,516.65 feet, a chord bearing of S50°30'07"E, and a chord length of 214.96 feet to a rebar set, (2) with a compound curve turning to the left with an arc length of 70.63 feet, a radius of 75.00 feet, a chord bearing of S79°13'57"E, and a chord length of 68.05 feet to a rebar set, and (3) with the circle of a Cul-de-sac, along a reverse curve turning to the right with an arc length of 62.22 feet, a radius of 50.00 feet, a chord bearing of S70°33'47"E, and a chord length of 58.28 feet, to a rebar set, corner for "The Retreat, LLC (Deed Book 3195, at Page 1885); thence continuing around the circle of the Cul-de-sac, turning to the right with an arc length of 81.98 feet, a radius of 50.00 feet, a chord bearing of S12°03'27"W, and a chord length of 73.10 feet, to a rebar set at the point of BEGINNING in the northeasterly sideline of the old roadbed, thence with same, the following three calls: (1) S51°55'57"E 147.68 feet to a rebar found, (2) S44°50'11"E 100.07 feet to a rebar found, (3) S46°42'41"E 206.23 feet to a rebar found in pavement; thence crossing the end of said old roadbed, the following two calls: (1) S44°17'38"W 7.95 feet to a point at the northwesterly end of the northeasterly sideline of a 25 foot wide right-of-way for ingress and egress (Deed Book 3195, Page 1924), and (2) crossing the northwesterly end of said 25 foot wide right-of-way,

S44°17'38"W 25.00 feet to a rebar found in the southwesterly sideline of the old roadbed, which is the northeasterly sideline of Interstate 26; thence along said sideline, the following five calls: (1) N47°16'07"W 58.74 feet to a rebar set, (2) with a curve turning to the right with an arc length of 107.36 feet, a radius of 2059.79 feet, a chord bearing of N45°46'32"W, and a chord length of 107.35 feet, to a rebar set, (3) N44°16'56"W 109.81 feet to a rebar set, (4) with a curve turning to the left with an arc length of 100.72 feet, a radius of 600.00 feet, a chord bearing of N49°05'29"W, and a chord length of 100.60 feet, and (5) N53°54'01"W 119.25 feet to a rebar set in the circle of the Cul-de-sac; thence along the circle of the Cul-de-sac, with a non-tangential curve turning to the left with an arc length of 58.53 feet, a radius of 50.00 feet, a chord bearing of S87°26'07"E, and a chord length of 55.24 feet, to the point of BEGINNING, containing 0.328 acres, more or less, and being an old roadbed that is shown on a Plat prepared by Daniel I. Saxon, RLS #334, of record in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, to which reference is hereby expressly made.

There is excepted and reserved herefrom a 25 foot wide non-exclusive easement for ingress and egress that lies adjacent to, and on the northeast side of, the southwesterly sideline of the above described roadbed, and extends from the new cul-de-sac at the southeast end of Enterprise PL to the southeast end of the above described roadbed, and connects and extends backward the 25 foot wide non-exclusive right-of-way described in a Deed of record in the Register of Deeds Office for Sullivan County at Blountville, Tennessee in Deed Book 3195 at Page 1924, to which reference is hereby expressly made.

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

ATTEST:

\_\_\_\_\_  
JOHN CLARK  
Mayor

APPROVED AS TO FORM:

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

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

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

**APPLICATION**

Vacation of City Right-of-Way



**APPLICANT INFORMATION:**

Last Name	The Retreat at Meadowview LLC	First	M.I.	Date	5-25-16
Street Address	5583 Bobby Hicks Hwy S	State	APartment/Unit #	111	
City	Gray	State	ZIP	37615	
Phone	423-467-8012	E-mail Address	david.pdse@aol.com		

**PROPERTY INFORMATION:**

Tax Map Information	Tax map: 91 Tax map: 76	Group:	Parcel: 39.00 Parcel: 2.00	Lot:	
Street Address	2300 Enterprise PL.	State	APartment/Unit #		
City	Kingsport	State	ZIP	37660	

**DISCLAIMER AND SIGNATURE**

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

The applicant agrees to supply the City with a title opinion from a Tennessee Licensed Attorney showing the owner of the requested property and the chain of title.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. (Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application and have been informed as to the location, date and time of the meeting in which the Planning Commission will review my application. I further state that I am/we are the sole and legal owner(s) of the property described herein and that I am/we are requesting the submitted action.

Signature  Date 5.25.16

Signed before me on this 25<sup>th</sup> day of May, 2016,  
 a notary public for the State of Tennessee  
 County of Washington  
 Notary   
 My Commission Expires 6/27/2018



LEGAL DESCRIPTION OF ROAD CLOSING TO BE GIVEN TO "THE RETREAT, LLC"  
BY THE CITY OF KINGSPORT (PART OF OLD ROADWAY)  
13<sup>th</sup> CIVIL DISTRICT, SULLIVAN COUNTY, TN  
ENTERPRISE PLACE

To find the point of beginning, COMMENCE at a rebar found in the old northeasterly sideline of Enterprise PL, distant about 0.49 miles southeasterly along said Enterprise PL from its intersection with The John B. Dennis Bypass (State Route 93), and being a common corner for the lands of Robert W. Monday (Deed Book 2255C, Page 531, Tax Map 76/3.00) and the lands of Harold W. Childress, Jr., et Al. (Deed Book 3062, Page 543, Tax Map 76/2.00); thence leaving the old road and with the divisional line between the two afore mentioned properties, N44°18'18"E 15.94 feet to a rebar set at the northwesterly end of the northeasterly sideline for a newly widened right-of-way for Enterprise PL; thence with said widened right-of-way and along the line of said Harold W. Childress, Jr., et Al., the following three calls: (1) along a non-tangential curve turning to the left with an arc length of 214.99 feet, a radius of 3,516.65 feet, a chord bearing of S50°30'07"E, and a chord length of 214.96 feet to a rebar set, (2) with a compound curve turning to the left with an arc length of 70.63 feet, a radius of 75.00 feet, a chord bearing of S79°13'57"E, and a chord length of 68.05 feet to a rebar set, and (3) with the circle of a Cul-de-sac, along a reverse curve turning to the right with an arc length of 62.22 feet, a radius of 50.00 feet, a chord bearing of S70°33'47"E, and a chord length of 58.28 feet, to a rebar set, corner for "The Retreat, LLC (Deed Book 3195, at Page 1885); thence continuing around the circle of the Cul-de-sac, turning to the right with an arc length of 81.98 feet, a radius of 50.00 feet, a chord bearing of S12°03'27"W, and a chord length of 73.10 feet, to a rebar set at the point of BEGINNING in the northeasterly sideline of the old roadbed, thence with same, the following three calls: (1) S51°55'57"E 147.68 feet to a rebar found, (2) S44°50'11"E 100.07 feet to a rebar found, (3) S46°42'41"E 206.23 feet to a rebar found in pavement; thence crossing the end of said old roadbed, the following two calls: (1) S44°17'38"W 7.95 feet to a point at the northwesterly end of the northeasterly sideline of a 25 foot wide right-of-way for ingress and egress (Deed Book 3195, Page 1924), and (2) crossing the northwesterly end of said 25 foot wide right-of-way, S44°17'38"W 25.00 feet to a rebar found in the southwesterly sideline of the old roadbed, which is the northeasterly sideline of Interstate 26; thence along said sideline, the following five calls: (1) N47°16'07"W 58.74 feet to a rebar set, (2) with a curve turning to the right with an arc length of 107.36 feet, a radius of 2059.79 feet, a chord bearing of N45°46'32"W, and a chord length of 107.35 feet, to a rebar set, (3) N44°16'56"W 109.81 feet to a rebar set, (4) with a curve turning to the left with an

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## **MEMORANDUM**

**TO:** Kingsport Regional Planning Commission  
**FROM:** Jessica Harmon, Senior Planner  
**DATE:** June 6, 2016  
**SUBJECT:** Enterprise Place Right-of-Way Vacating  
**PROJECT #:** 16-401-00005

---

### **INTRODUCTION**

The Commission is requested to recommend to the Kingsport Board of Mayor and Alderman that the portion of Enterprise Place as shown on the attached map, be officially vacated. This property is located within the 13<sup>th</sup> Civil District of Sullivan County.

### **PRESENTATION**

The applicant, The Retreat at Meadowview LLC., wishes to have approximately 0.33 acres of Enterprise Place, vacated by the City of Kingsport. The area requested to be vacated is approximately 34 feet in width and 495 feet in length. This right-of-way has functioned as a driveway to access Tax Map 076 Parcel 2.00 and Tax Map 091 Parcel 3.90. The applicant is requesting the right-of-way to be vacated in order to allow for development of a proposed apartment complex. Once the right-of-way is vacated, a cul-de-sac will be constructed at the end of the City right-of-way. In order to construct the cul-de-sac, right-of-way in the amount of 0.058 acres from The Retreat at Meadowview LLC and 0.178 acres from Harold W Childress, Jr., et al is being dedicated to the City of Kingsport via the plat attached. All city departments have responded and there is no need for this portion of right-of-way from a City perspective. Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen for vacating 0.33 acres (±495 feet) of Enterprise Place right-of-way.

The Planning Commission is required to send a recommendation to the Board of Mayor and Alderman before right-of-way can be vacated.

### **OPTIONS**

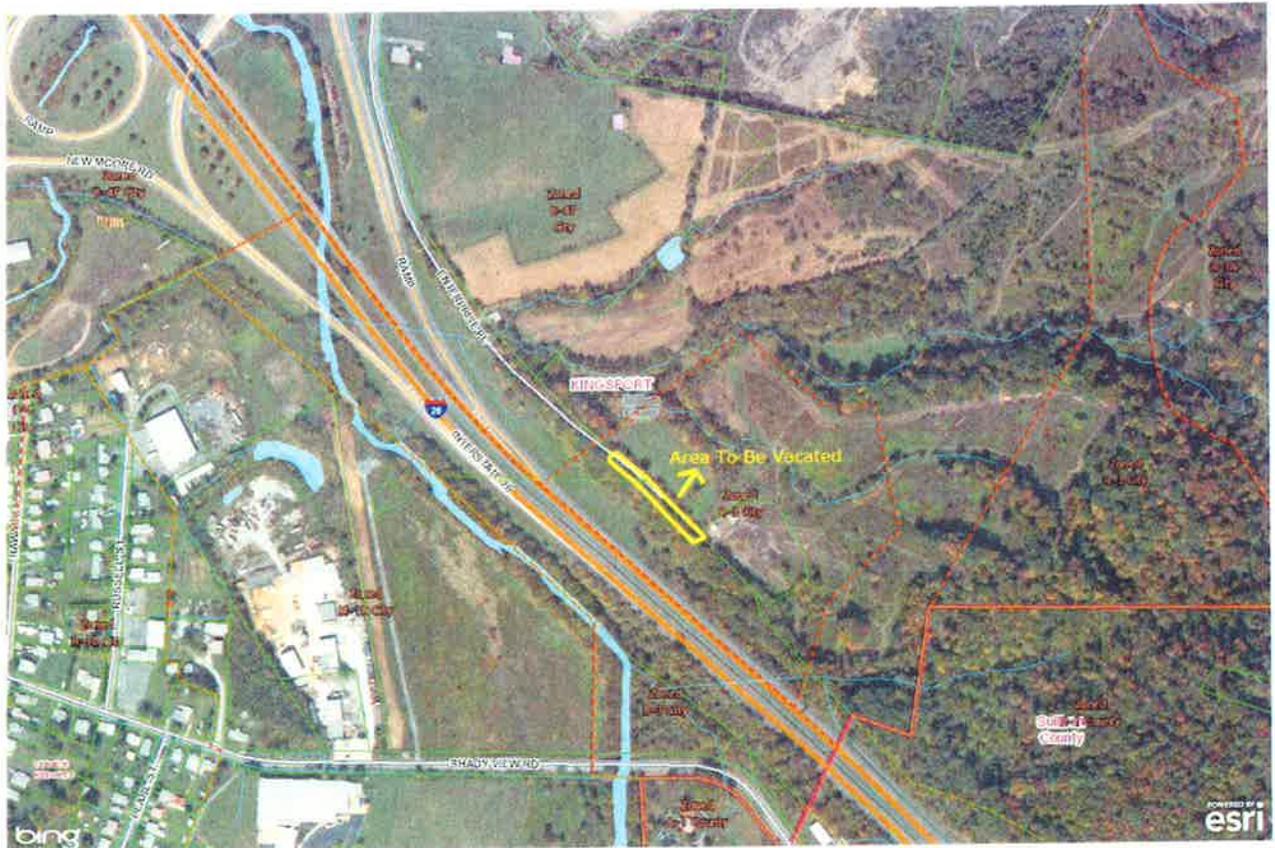
The Planning Commission's Options are as follows:

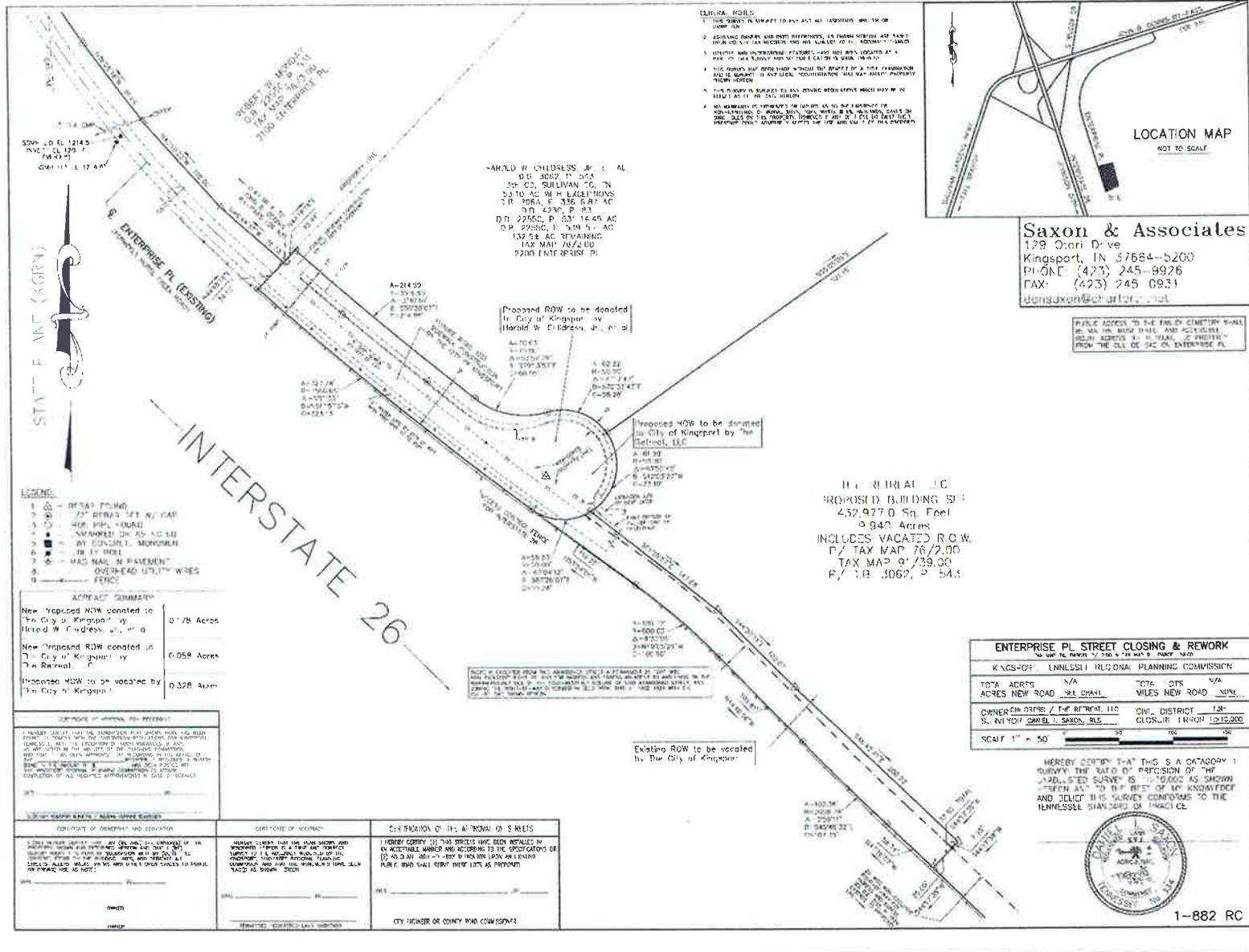
1. Send a positive recommendation to the Kingsport Board of Mayor and Alderman for the vacating of 0.33 acres (±495 feet) of Enterprise Place.
2. Determine it is not in the best interest of the City of Kingsport to recommend the vacating of the specified portion of Enterprise Place.
3. Postpone action pending receipt of additional information.

**RECOMMENDATION**

Staff recommends Option 1 as City staff sees no future use for the 0.33 acres ( $\pm$ 495 feet) of Enterprise Place.

**Aerial Map**







AGENDA ACTION FORM

**Award Contract and Amend the Budget for the ARC Sewer System Upgrades Project**

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

Action Form No.: AF-193-2016  
Work Session: July 18, 2016  
First Reading: July 19, 2016

Final Adoption: August 2, 2016  
Staff Work By: N. Eichmann  
Presentation By: R. McReynolds/C. Austin

**Recommendation:** Approve the Budget Ordinance and Resolution.

**Executive Summary:**

On July 1, 2014, the BMA agreed to apply for and receive a \$300,000 grant from the Appalachian Regional Commission to upgrade sewer facilities around the Eastman Corporate Business Center. The sewer upgrades in this project are designed to ensure long-term capacity in the sewer system to serve the new building.

Bids were opened for the project on June 28, 2016. This project consists of cast-in-place lining of approximately 2,300 LF of sewerline, replacement of 75 LF of sewerline, joint grouting of approximately 4,200 FT of 30" sewerline and all related appurtenances. The allotted time for construction will be 180 calendar days.

This project only received one bid. The nature of the work is quite specialized and along with the small size of the project, one bidder was not surprising. The bidder is a reputable contractor that has completed many projects for the City and the bid, with all alternatives, are within the funding amount that was set aside for this project.

City staff and our consultant reviewed the bid and recommends awarding the contract to the apparent low bidder, Portland Utilities Company, LLC, as follows:

Base Bid .....	\$642,283.41
Alternatives .....	\$146,814.08
Contingency (2%).....	\$15,800.00
Total Project Cost.....	\$804,897.49

A budget ordinance is included to appropriate the grant funding. These funds will be available in SW1504.

**Attachments:**

1. Ordinance
2. Resolution (Contract Award)
3. Bid Opening Minutes
4. Location Map
5. Bid Recommendation & Tabulation

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

**Award Contract and Amend the Budget for the ARC Sewer System Upgrades Project**

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

Action Form No.: AF-193-2016  
Work Session: July 18, 2016  
First Reading: July 19, 2016

Final Adoption: August 2, 2016  
Staff Work By: N. Eichmann  
Presentation By: R. McReynolds/C. Austin

**Recommendation:** Approve the Budget Ordinance and Resolution.

**Executive Summary:**

On July 1, 2014, the BMA agreed to apply for and receive a \$300,000 grant from the Appalachian Regional Commission to upgrade sewer facilities around the Eastman Corporate Business Center. The sewer upgrades in this project are designed to ensure long-term capacity in the sewer system to serve the new building.

Bids were opened for the project on June 28, 2016. This project consists of cast-in-place lining of approximately 2,300 LF of sewerline, replacement of 75 LF of sewerline, joint grouting of approximately 4,200 FT of 30" sewerline and all related appurtenances. The allotted time for construction will be 180 calendar days.

This project only received one bid. The nature of the work is quite specialized and along with the small size of the project, one bidder was not surprising. The bidder is a reputable contractor that has completed many projects for the City and the bid, with all alternatives, are within the funding amount that was set aside for this project.

City staff and our consultant reviewed the bid and recommends awarding the contract to the apparent low bidder, Portland Utilities Company, LLC, as follows:

Base Bid .....	\$642,283.41
Alternatives .....	\$146,814.08
Contingency (2%).....	<u>\$15,800.00</u>
Total Project Cost.....	\$804,897.49

A budget ordinance is included to appropriate the grant funding. These funds will be available in SW1504.

**Attachments:**

1. Ordinance
2. Resolution (Contract Award)
3. Bid Opening Minutes
4. Location Map
5. Bid Recommendation & Tabulation

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budget be amended by appropriating grant funds received from the State of Tennessee Department of Economic and Community Development (Appalachian Regional Commission program TN-17908) in the amount of \$300,000 to the Eastman CBC Service Upgrade project (SW1504).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 452: Sewer Fund</b>			
<b>Eastman CBC Service Upgrade (SW1504)</b>			
<b>Revenues:</b>	\$	\$	\$
452-0000-332-5610 Tennessee/Dept. Econ & Com Dev.	0	300,000	300,000
452-0000-391-4200 From Sewer Fund	600,000	0	600,000
<b>Totals:</b>	<b>600,000</b>	<b>300,000</b>	<b>900,000</b>
<b>Expenditures:</b>			
452-0000-606-2023 Arch/Eng/Landscaping	150,000	0	150,000
452-0000-606-9003 Improvements	450,000	300,000	750,000
<b>Totals:</b>	<b>600,000</b>	<b>300,000</b>	<b>900,000</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA L. MARSHALL  
Deputy City Recorder

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

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

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

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

A RESOLUTION AWARDDING THE BID FOR THE APPALACHIAN REGIONAL COMMISSIONS SEWER SYSTEM UPGRADES PROJECT TO PORTLAND UTILITIES COMPANY, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in July, 2014, the city applied for a Appalachian Regional Commission Grant for upgrades to sewer facilities around the Eastman Corporate Business Center; and

WHEREAS, bids were opened June 28, 2016, for the Appalachian Regional Commission Sewer System Upgrades project; and

WHEREAS, the project consists of cast-in-place lining of approximately 2,300 linear feet of sewerline, replacement of 75 linear feet of sewerline, joint grouting of approximately 4,200 feet of 30" sewerline and all related appurtenances, with an allotted time for construction of 180 calendar days; and .

WHEREAS, upon review of the bids, the board finds Portland Utilities Company, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Portland Utilities Company, LLC at an estimated cost of \$804,897.49; and

WHEREAS, funding will be available with the attached budget ordinance and will be identified in SW1504;

Now therefore,

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

SECTION I. That the bid for the Appalachian Regional Commission Sewer System Upgrades project, consisting of cast-in-place lining of approximately 2,300 linear feet of sewerline, replacement of 75 linear feet of sewerline, joint grouting of approximately 4,200 feet of 30" sewerline and all related appurtenances, and other associated work, at an estimated cost of \$840,897.49 is awarded to Portland Utilities Company, LLC and the mayor is authorized and directed to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
June 28, 2016  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Sam Chase, Water Engineering Department; Chad Austin, Water Distribution Manager; Tom Dittmaier, Littlejohn Engineering; and Ken Rea, First Tennessee Development District

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

The Procurement Manager opened with the following bids:

ARC KINGSPORT SEWER SYSTEM UPGRADES	
Vendor:	Portland Utilities
Base Bid:	\$642,283.41
Line Item #10	\$ 22,557.00
Line Item #11	\$ 5,698.40
Line Item #12	\$ 1,002.95
Line Item #13	\$ 19,399.02
Line Item #14	\$ 4,986.10
Line Item #15	\$ 848.65
Line Item #16	\$ 22,557.00
Line Item #17	\$ 5,698.40
Line Item #18	\$ 1,002.95
Line Item #19	\$ 21,429.15
Line Item #20	\$ 5,413.48
Line Item #21	\$ 1,002.95
Line Item #22	\$ 27,068.40
Line Item #23	\$ 6,838.08
Line Item #24	\$ 1,311.55

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

# ARC Sewer System Upgrades



1,604 ft



The City of Kingsport uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Kingsport reserves the right to correct, update, modify, or replace GIS products without notification. The City of Kingsport cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government produced information. The City of Kingsport shall not be liable for any activity involving this information with respect to lost profits, lost savings, or any other consequential damages.





July 1, 2016

Mr. Sam Chase  
Project Manager  
City of Kingsport Water and Sewer  
1213 Konnarock Rd.  
Kingsport, TN 37664

**RE: Recommendation of Contract Award  
ARC Kingsport Sewer System Upgrades  
Project No. 20150373**

Dear Mr. Chase:

Bids were received and opened at 4:00 p.m. on June 28, 2016 for the above referenced project. Only one bid was received which was from Portland Utilities Construction Co. with a Total Base Bid amount of \$642,283.41. A tabulation of the bids is attached for your use.

The Engineer's estimate for the project was \$601,198 and was based on recent projects bid across east and middle Tennessee through mid-2016. Though the City only received one bid, the prices were very competitive and reflective of the current market conditions for sewer rehab work. The Bid was within 6.8 percent of the Engineer's Estimate and within the budget that the City has established for the project, including the ARC grant. The unit costs provided in the Bid are in line with the current market and all extensions of unit costs are correct. The only issue that we have is that the proposed cost for Mobilization is rather high, at \$55,827.85, or 8.7 percent of the Total Base Bid. This alone is not a great concern as all other items are with expected ranges.

We have completed our review of the bid documents and find them in order. The Bid included all of the required forms including a signed Bid Form, Bid Bond, Affidavit of Drug-Free Workplace and Bidders Qualification. Portland Utilities is qualified to perform the required services for this project and has a valid Tennessee Contractor's license (#29789, Classification MU/A Unlimited.) Additionally, we have discussed the joint grouting with Portland and they intend to subcontract this work to Bio-Nomic Services Inc. who has worked with the City previously.

We recommend Portland Utilities Construction as the successful, responsive and responsible low bidder for the project.

If you concur with our recommendation, please forward this to the Board of Mayor and Aldermen for action. If approved by the Board, we will notify the contractor of the award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

Sincerely,

A handwritten signature in blue ink that reads "Thomas A. Dittmaier".

Thomas A. Dittmaier, P.E.  
Principal Project Manager

Attachment: Bid Tabulation

C: Sandy Crawford  
Chad Austin

**Bid Tabulation**  
**City of Kingsport, Tennessee**  
**ARC Kingsport Sewer System Upgrades**  
Littlejohn Project No. 20150373

ITEM NO.	QUAN.	UNIT	DESCRIPTION	Portland Utilities Construction Co.		Engineer's Estimate	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<b>Base Bid Items</b>							
1	1	L.S.	Mobilization	\$55,827.85	\$55,827.85	\$5,000.00	\$5,000.00
2	1	L.S.	36 L.F. of 24-inch Sewer with 2-60-inch manholes and concrete pavement replacement	\$65,423.69	\$65,423.69	\$85,000.00	\$85,000.00
3	770	L.F.	21-inch CIPP - 15 mm	\$214.08	\$164,841.60	\$255.00	\$196,350.00
4	1,265	L.F.	18-inch CIPP - 13.5 mm	\$173.60	\$219,604.00	\$180.00	\$227,700.00
5	265	L.F.	8-inch CIPP - 6 mm	\$79.49	\$21,064.85	\$72.00	\$19,080.00
6	4,656	L.F.	Cleaning of 30-inch RCP	\$17.57	\$81,805.92	\$3.00	\$13,968.00
7	170	Joint	Line C - Sta 35+11 to 41+89 Testing of 30-inch RCP Joints at 4-foot intervals	\$130.59	\$22,200.30	\$150.00	\$25,500.00
8	70	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	\$142.46	\$9,972.20	\$330.00	\$23,100.00
9	100	Gallons	Additional Grout	\$15.43	<u>\$1,543.00</u>	\$55.00	<u>\$5,500.00</u>
<b>Total Base Bid:</b>					<u>\$642,283.41</u>		<u>\$601,198.00</u>
<b>Additive Alternative Bid Items</b>							
10	100	Joint	Line C - Sta 0+00 to 4+01 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$22,557.00	\$150.00	\$15,000.00
11	40	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$5,698.40	\$330.00	\$13,200.00
12	65	Gallons	Additional Grout	15.43	\$1,002.95	\$55.00	\$3,575.00
13	86	Joint	Line C - Sta 4+01 to 7+43 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$19,399.02	\$150.00	\$12,900.00
14	35	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$4,986.10	\$330.00	\$11,550.00
15	55	Gallons	Additional Grout	15.43	\$848.65	\$55.00	\$3,025.00
16	100	Joint	Line C - Sta 7+43 to 11+44 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$22,557.00	\$150.00	\$15,000.00
17	40	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$5,698.40	\$330.00	\$13,200.00
18	65	Gallons	Additional Grout	15.43	\$1,002.95	\$55.00	\$3,575.00
19	95	Joint	Line C - Sta 11+44 to 15+22 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$21,429.15	\$150.00	\$14,250.00
20	38	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$5,413.48	\$330.00	\$12,540.00
21	65	Gallons	Additional Grout	15.43	\$1,002.95	\$55.00	\$3,575.00
22	120	Joint	Line C - Sta 15+22 to 19+99 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$27,068.40	\$150.00	\$18,000.00
23	48	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$6,838.08	\$330.00	\$15,840.00
24	85	Gallons	Additional Grout	15.43	<u>\$1,311.55</u>	\$55.00	<u>\$4,675.00</u>
				Total Additive Alt.	<u>\$146,814.08</u>		<u>\$159,905.00</u>
				Total w/ All Adds.	\$789,097.49		\$761,103.00



**AGENDA ACTION FORM**

**Enter into an Agreement with W-L Construction & Paving Inc. for Paving a Portion of S. Wilcox Drive**

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

Action Form No.: AF-202-2016  
Work Session: August 1, 2016  
First Reading: N/A

Final Adoption: August 2, 2016  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

In June 2016 TDOT opened bids for milling and paving of Wilcox Drive (SR 126) from John B. Dennis Hwy. (SR 93) to Center Street (SR 36) awarding the bid to W-L Construction & Paving Inc. for this project. However there is approximately a 2200' long section between John B. Dennis and S. Wilcox Dr. (SR 126) that will not be paved if no action is taken by the City of Kingsport (please reference the green line on the location map).

It is recommended to enter into an Agreement with W-L Construction & Paving Inc. in the amount of \$153,735.47 for paving the local section of roadway at the same time as the State Route portion. Proceeding with this recommendation will provide the City multiple benefits to include monetary in the reduction of additional mobilization fees, and the reduction of the traffic control costs; operational benefits reducing the amount of road closure time, eliminating multiple contractors coordinating work zone closures as well as eliminating a cold joint across the roadway.

Funding is available and identified in NC1701.

**Attachments:**

1. Resolution
2. Project Location Map
3. Memo to City Manager
4. Bid Quantities
5. TDOT's Notice to Contractors & Notice of Award

Funding source appropriate and funds are available: *JF*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING AN AGREEMENT WITH W-L CONSTRUCTION & PAVING, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in June, 2016, the Tennessee Department of Transportation awarded the bid for milling paving of Wilcox Drive (SR 126) from John B. Dennis Hwy. (SR 93) to Center Street (SR 36); and

WHEREAS, as the current project is designated, there will be approximately 2,200 foot long section between John B. Dennis and S. Wilcox Dr. (SR 126) that will not be paved if no action is taken by the city; and

WHEREAS, the bid for the project with the Tennessee Department of Transportation was awarded to W-L Construction & Paving, Inc.; and

WHEREAS, the city would like to enter into an agreement with W-L Construction & Paving, Inc, to complete the section in the amount of \$153,735.47; and

WHEREAS, the agreement will provide multiple benefits including monetary in the reduction of additional mobilization fees, and the reduction of the traffic control costs; operational benefits reducing the amount of road closure time, eliminating multiple contractors coordinating work zone closures and eliminating a cold joint across the roadway, and

WHEREAS, funding for the agreement is available in NC1701.

Now therefore,

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

SECTION I. That an agreement with W-L Construction & Paving, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with W-L Construction & Paving, Inc. 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 2<sup>nd</sup> day of August, 2016.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

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





**PUBLIC WORKS DEPARTMENT**  
**City of Kingsport, Tennessee**

225 West Center Street  
Kingsport, TN 37660  
Phone: 423-224-2748  
Fax: 423-224-2756

**MEMORANDUM**

**TO:** Jeff Fleming, City Manager  
**FROM:** Michael Thompson, Assistant Public Works Director *Michael V. Thompson*  
**DATE:** May 4, 2016  
**RE:** **Wilcox Dr. Paving, S. Wilcox Dr. (SR 126) to John B. Dennis Hwy. (SR 93) - Request to use single source contractor**

The Tennessee Department of Transportation (TDOT) will be opening bids in June for the milling and paving of State Route 126 (SR 126) from John B. Dennis Hwy. (SR 93) to Center Street, excluding the section paved last year from near Industry Drive to near Lincoln Street. There is approximately a 2200' long section between John B. Dennis and S. Wilcox Dr. (SR 126) that will not be paved if no action is taken by the City of Kingsport. If you recall, approximately 15 years ago the State Route designation of this section of roadway was moved to S. Wilcox Dr. (the road going by the Social Security Office, Burger King, and La Carretta). A location map is attached.

To the travelling public this is one road, and I recommend paving this local section at the same time as the State Route portion, using the successful bidder selected by TDOT. There are multiple benefits to Kingsport to proceed in this manner to include monetary in the reduction of an additional mobilization fee, and the reduction of the traffic control costs; operational benefits reducing the amount of road closure time, eliminating multiple contractors coordinating work zone closures as well as eliminating a cold joint across the roadway. The speed limit for this location is 45 mph, so eliminating this joint is of particular interest to me due to the improved ride ability. Mrs. Crawford and I have discussed this, and if you approve, we will move it forward through the BMA approval process.

Approved: *Jeff Fleming*  
Jeff Fleming, City Manager

Disapproved: \_\_\_\_\_  
Jeff Fleming, City Manager

CNQ158 Associated Kingsport Bid Quantities

TDOT

ITEM NO.	Biditem	Description	UNIT	QTY	Unit	
					Bid Price	Bid Total
403-01	10	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	8	\$ 832.59	\$ 6,660.72
411-02.10	20	ACS MIX(PG70-22) GRADING D	TON	1200	\$ 88.36	\$ 106,032.00
415-01.01	30	COLD PLANING BITUMINOUS PAVEMENT	TON	1200	\$ 14.50	\$ 17,400.00
701-02.01	40	CONCRETE CURB RAMP (RETROFIT)	SF	0	\$ 24.15	\$ -
705-04.07	50	TAN ENERGY ABSG TERM (NCHRP 350,TL3)	EACH	0	\$ 4,525.00	\$ -
705-04.09	60	EARTH PAD FOR TYPE 38 GR END TREATMENT	EACH	0	\$ 2,050.00	\$ -
712-01	70	TRAFFIC CONTROL	LS	1	\$ 4,626.00	\$ 4,626.00
712-04.01	80	FLEXIBLE DRUMS (CHANNELIZING)	EACH	0	\$ 5.25	\$ -
712-05.01	90	WARNING LIGHTS (TYPE A)	EACH	0	\$ 5.25	\$ -
712-06	100	SIGNS (CONSTRUCTION)	SF	0	\$ 8.66	\$ -
712-08.03	110	ARROW BOARD (TYPE C)	EACH	0	\$ 987.00	\$ -
716-01.22	120	Snwplwble Pvmt Mrkrs (Mono-Dir) (1 Color)	EACH	60	\$ 23.10	\$ 1,386.00
716-01.23	130	Snwplwble Pvmt Mrkrs (Bi-Dir) (2 Color)	EACH	60	\$ 23.10	\$ 1,386.00
716-02.03	140	PLASTIC PAVEMENT MARKING (CROSS-WALK)	LF	0	\$ 7.88	\$ -
716-02.05	150	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	50	\$ 9.19	\$ 459.50
716-02.06	160	PLASTIC PAVEMENT MKG (TURN LANE ARROW)	EACH	6	\$ 105.00	\$ 630.00
716-02.08	170	PLASTIC PAVEMENT MKG (8" DOTTED LINE)	LF	0	\$ 1.42	\$ -
716-02.09	180	PLASTIC PVMT MKG (LONGITUDINAL X-WALK)	LF	0	\$ 17.06	\$ -
716-02.11	190	PLASTIC PAVEMENT MKG (6" DOTTED LINE)	LF	0	\$ 1.31	\$ -
716-03.01	200	PLASTIC WORD PVMT MARKING (ONLY)	EACH	0	\$ 157.50	\$ -
716-04.01	210	PLASTIC PVMT MKG (STRAIGHT-TURN ARROW)	EACH	0	\$ 131.25	\$ -
716-04.05	220	PLASTIC PAVEMENT MKG (STRAIGHT ARROW)	EACH	1	\$ 105.00	\$ 105.00
716-05.01	230	PAINTED PAVEMENT MARKING (4" LINE)	LM	3	\$ 420.00	\$ 1,260.00
716-12.02	240	ENHANCED FLAT THERMO P.M. (6IN)	LM	3	\$ 3,438.75	\$ 10,316.25
717-01	250	MOBILIZATION	LS	0	\$27,322.42	\$ -
730-14.02	260	SAW SLOT	LF	600	\$ 4.73	\$ 2,838.00
730-14.03	270	LOOP WIRE	LF	1200	\$ 0.53	\$ 636.00
604-10.50	280	BRIDGE DECK REPAIRS (PARTIAL DEPTH SLAB)	SY	0	\$ 682.50	\$ -
604-10.53	290	CONCRETE REPAIRS	SY	0	\$ 656.25	\$ -
617-04.02	300	TYPE 2 THIN EPOXY OVERLAY (LOW-MOD EPOXY	SY	0	\$ 33.60	\$ -
					<b>TOTAL</b>	<b>\$ 153,735.47</b>

**NOTICE TO CONTRACTORS JUNE 24, 2016 LETTING**

Page 12 of 14

**SULLIVAN COUNTY (Contract No. CNQ243) Call No. 058**

Project No. NH-I-81-1(128), 82001-8183-44 (PIN 121920.00)

The resurfacing on I-81 from the bridge over Walnut Hill Road (L.M. 20.60) to the Virginia State line (L.M. 22.06).

Project Length - 1.460 miles

Completion Time - On or before 11/15/2016 (See Special Provision 108B)

The DBE goal for this contract is 3%.

**SULLIVAN COUNTY (Contract No. CNQ158) Call No. 059**

Project No. R-STP/HSIP-126(21), 82013-8231-14 (PIN 114737.00), 82013-4231-04 (PIN 114737.00), 82013-3231-94 (PIN 114737.00)

The resurfacing on S.R. 126 from S.R. 93 (L.M. 0.00) to S.R. 36 (L.M. 3.11), including bridge deck repair.

Project Length - 2.780 miles

Completion Time - On or before 11/15/2016 (See Special Provision 108B)

The DBE goal for this contract is 6.5%.

**SUMNER COUNTY (Contract No. CNQ182) Call No. 060**

Project No. R-STP/HSIP-25(53), 83005-8247-14 (PIN 122506.00), 83005-3247-94 (PIN 122506.00)

The resurfacing on S.R. 25 from Hall Town Road (L.M. 4.95) to west of Bradford Drive (L.M. 11.98).

Project Length - 7.000 miles

Completion Time - On or before 11/15/2016 (See Special Provision 108B)

The DBE goal for this contract is 2.5%.

**UNICOI COUNTY (Contract No. CNQ251) Call No. 061**

Project No. 86950-3528-04 (PIN 116409.00)

The grading, drainage, construction of a concrete box bridge and paving on a S.I.A. route serving Nuclear Fuel Services (NFS) in Erwin.

Project Length - 0.813 miles

Completion Time - On or before 5/31/2017

**WILLIAMSON COUNTY (Contract No. CNQ177) Call No. 062**

Project No. R-NH/HSIP-397(13), 94092-8230-14 (PIN 122496.00), 94092-3230-94 (PIN 122496.00)

The resurfacing on S.R. 397 from U.S. 31 (S.R. 6) (L.M. 0.00) to S.R. 96 (L.M. 3.20) in Franklin.

Project Length - 2.910 miles

Completion Time - On or before 11/15/2016 (See Special Provision 108B)

The DBE goal for this contract is 8%.

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**Call** 056      **Contract** CNQ206      **Project** R-NH/HSIP-28(59),77004-3212-94,77004-8212-14      **County** SEQUATCHIE

THE RESURFACING ON S.R. 28 FROM SOUTH OF THE BRIDGE OVER WOODCOCK CREEK (L.M. 4.00) TO U.S. 127 (S.R. 8) (L.M. 7.49).

**Contractor**  
ROGERS GROUP, INC.

**Total Bid**  
\$1,113,736.23

**Estimate**  
\$1,051,991.70

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**Call** 057      **Contract** CNQ238      **Project**      **County**

THE REPAIR OF THE BRIDGE ON S.R. 385 OVER I-240 (L.M. 0.09).

ALL BIDS REJECTED

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**Call** 058      **Contract** CNQ243      **Project** NH-I-81-1(128),82001-8183-44      **County** SULLIVAN

THE RESURFACING ON I-81 FROM THE BRIDGE OVER WALNUT HILL ROAD (L.M. 20.60) TO THE VIRGINIA STATE LINE (L.M. 22.06).

ALL BIDS REJECTED

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**Call** 059      **Contract** CNQ158      **Project** 82013-4231-04,R-STP/HSIP-126(21),82013-3231-94,82013-8231-14      **County** SULLIVAN

THE RESURFACING ON S.R. 126 FROM S.R. 93 (L.M. 0.00) TO S.R. 36 (L.M. 3.11), INCLUDING BRIDGE DECK REPAIR.

**Contractor**  
W-L CONSTRUCTION & PAVING, INC.

**Total Bid**  
\$1,296,824.17

**Estimate**  
\$1,349,742.10

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**Call** 060      **Contract** CNQ182      **Project** R-STP/HSIP-25(53),83005-3247-94,83005-8247-14      **County** SUMNER

THE RESURFACING ON S.R. 25 FROM HALL TOWN ROAD (L.M. 4.95) TO WEST OF BRADFORD DRIVE (L.M. 11.98).

**Contractor**  
ROGERS GROUP, INC.

**Total Bid**  
\$730,380.00

**Estimate**  
\$793,082.00



**AGENDA ACTION FORM**

**Adoption of the Tennessee Department of Transportation’s (TDOT’s) Consultant Selection Policy and Establish the City Manager as the Legally Designated Selection Authority for this Policy**

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

Action Form No.: AF-201-2016  
Work Session: August 1, 2016  
First Reading: N/A

Final Adoption: August 2, 2016  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

In March 2016 TDOT revised their Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. This revision includes formal adoption of TDOT’s approved Local Version of TDOT Consultant Selection Policy (Form 1-2) by the Local Government (LG). The Consultant Selection Policy is for projects funded in whole or in part with funds provided by the Federal Highway Administration or the Tennessee Department of Transportation.

It is recommended this policy be adopted for compliance with TDOT’s requirements regarding projects funded in whole or in part by federal or state funds. This also includes establishing the City Manager as the legally designated selection authority. This will allow the City Manager to designate the members of the Consultant Evaluation Committee.

**Attachments:**

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Oiterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING AND ADOPTING THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S CONSULTANT SELECTION POLICY; DESIGNATING THE CITY MANAGER AS THE LEGALLY DESIGNATED SELECTION AUTHORITY FOR THE POLICY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AS AGENCY HEAD, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in March, 2016, the Tennessee Department of Transportation (TDOT) revised its Local Government Guidelines for state and federal funded projects; and

WHEREAS, the new TDOT guidelines requires the city to formally adopt the TDOT Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation; and

WHEREAS, the city manager can be designated as the legally designated selection authority.

Now therefore,

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

SECTION I. That Tennessee Department of Transportation's Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation is approved and adopted.

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 Tennessee Department of Transportation's Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the policy or this resolution, said policy being as follows:

CITY OF KINGSPORT

Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation

AUTHORITY: 23 CFR 172.9. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

PURPOSE: To prescribe the policy of the CITY OF KINGSPORT, HEREINAFTER REFERRED TO AS the AGENCY), applicable to the retention of consultant services for architectural, engineering, and technical services for projects funded in part or in whole with funds provided by the Federal Highway Administration.

APPLICATION:

A. Engineering and Design Related Services. This policy is to include all engineering and design related services described in Title 40 U.S.C. Chapter 11, Title 23 U.S.C. Section 112 (b)(2), 23 C.F.R. Part 172 and 49 C.F.R. Section 18.36(t) for projects funded in whole or in part with funds from the Federal Highway Administration through the Tennessee Department of Transportation (TOOT) or state funds through the same entity.

Broadly defined, these services include program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping or architectural related services with respect to construction projects. They may include emergency contracts.

Examples of services included within the scope of this policy are comprehensive transportation planning, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, inspection services, intelligent transportation system design and development, traffic control systems design and development, materials inspection and testing, value engineering, and utility analysis/design services.

B. **Technical Services** Technical services such as inspection of structural steel fabrication, laboratory testing, inspection of welds on existing bridges, overhead sign inspection, underwater inspection, utility installation inspection, geotechnical sub-surface exploration/drilling and lab testing, etc., are also included in this policy.

**DEFINITIONS:**

A. **Project Specific Contract** - A project specific contract provides for all the work associated with a specific project that is desired to be contracted with the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the AGENCY and a consultant for the performance of a fixed scope of work related to a specific project or projects.

B. **Multiphase Contract** - Multiphase contracts are similar to project specific contracts except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.

C. **Competitive Negotiation** - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11 (formerly 40 U.S.C.

§541-544). The proposal solicitation process is by public advertisement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.

D. **Noncompetitive Negotiation** - Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source or there is an emergency which will not permit the time necessary to conduct competitive negotiations.

E. **Small Purchase Procedures** - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11) (currently

\$150,000.00). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.

F. **Technical Service Procurement Procedure** - A technical service procurement procedure is used for the procurement of services as described in this policy at "APPLICATION", Item B, Technical Services. Price quotations are obtained from qualified firms for the specified work either by public advertisement or by requests. Awards are made to the responsible firm whose proposal is most advantageous to the AGENCY with price and other relevant factors considered.

**POLICY:**

I. **CONSULTANT EVALUATION COMMITTEE**

A. **Establishment of a Consultant Evaluation Committee:** The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee ("CEC"), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The legally designated selection authority must approve any change in membership of the CEC prior to advertisement and approve any substitutions. The CEC membership may vary depending on the type of service being procured.

B. **Role:** The CEC shall have the responsibility of submitting to the legally designated selection authority a recommended list of qualified firms.

C. *Record of Proceedings*: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the legally designated selection authority.

## II. PREQUALIFICATION

A. Tennessee Department of Transportation's Prequalified Consultant

List: Firms must be currently on TDOT's list of prequalified consultants.

B. Expiration or termination. Expiration or termination of a consultant's prequalification status may be cause for AGENCY to terminate any contract with a consultant.

## III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

A. **Confidentiality**: To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.

B. **Consultant Advertisement**: The Agency shall advertise for proposals from prequalified firms by advertising through appropriate media and its internet website. Advertisement shall provide, at a minimum, the following:

1. General scope of the work.
2. Evaluation criteria.
3. Method of payment.
4. Contact information.
5. Deadline for submittals.

6. A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline.

7. Disadvantaged Business Enterprise (DBE) encouragements.

The advertisement may include multiple phases of a project. Note that for mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project (please see Attachment A). The advertisement shall separate the project into phases and the consultant must indicate to which portion they are responding. If a consultant responds to the construction inspection phase along with other phases in an advertisement for a mid-range or large size project, they may not be selected for the entire project. This will be clearly indicated in the advertisement.

C. **Consultant Evaluation Criteria**: The evaluation criteria for proposals shall, at a minimum, include the following:

1. Ability and relevant expertise of the firm's personnel to be used in performing the service.
2. Past experience in the required disciplines with TOOT and/or other clients.
3. Qualification and availability of staff.
4. Demonstrated ability to meet schedules without compromising sound engineering practice.
5. Evaluations on prior federally-funded projects, if available.
6. Size of project and limited or unlimited prequalification status.
7. Amount of work under contract with the Agency.
8. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
9. Other factors, including interviews and demonstrations, as approved by the Agency.

## D. **Sub-consultants for Engineering Services**

1. A consultant who has been asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. All sub-consultants identified on the submittal shall be pre-qualified by TOOT to perform the required tasks or have an application pending prior to submittal of the proposal. Failure to meet these requirements would void the submittal.

2. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified by TOOT to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.

## E. **Contract Selection**

1. The proposal shall contain a section wherein a firm may identify certified Disadvantaged Business Enterprises (DBEs) that the firm commits to use during the project. Although it is not a mandatory requirement that consultants submitting proposals commit to DBE participation, a good faith effort toward diversity is encouraged in the team make-up. The Agency may set DBE goals on projects involving federal funds, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 C.F.R. 26.53.

2. Evaluation of Proposals by CEC

- a) The Agency shall evaluate the proposals of firms using the evaluation criteria.
  - b) Separate formal interviews, if approved as an evaluation criteria, should be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
  - c) The CEC shall recommend to the legally designated selection authority a list of no fewer than three of the firms deemed most qualified to provide the services required.
3. Contract Selection: The legally designated selection authority shall rank the firms in order of preference based upon the evaluation criteria. The AGENCY will negotiate with the firm(s) in rank order. All considered firms who were unsuccessful in the selection process shall be so notified.

**F. Negotiation of Contract**

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. Determination of Contract Amount: Following a decision to use consultant services, AGENCY staff shall prepare an estimate of man- days or project cost required based on:

- a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance, and,
- b) A comparison with the experience record for similar work performed both by AGENCY personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm. The Agency may arrange a conference with the prospective consultant at which the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.

3. Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations.

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
- b) The Agency, as deemed appropriate, will assess the fairness of the proposed fee.
- c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.

4. Contract Negotiations: If the consultant's first cost proposal is rejected by THE AGENCY, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If THE AGENCY rejects the consultant's second cost proposal, negotiations shall cease and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, THE AGENCY will undertake negotiations with the third most qualified firm and others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the AGENCY may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and invite another group of consultants to submit proposals pursuant to "POLICY", Section III, Competitive Negotiation Procurement Procedure.

**G. Contract Development and Execution:**

1. In the event the parties reach agreement, the Legally Designated Selection Authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the AGENCY.
3. If the consultant contract includes a DBE goal, the consultant shall report at least quarterly all amounts paid to any DBE sub-consultants.
4. Method of Payment: The preferred method of contract is Cost Plus Fixed Fee (CPFF). Cost

accounting records must be maintained. In accordance with 23CFR 172.S(c), the cost plus a percentage of cost and percentage of construction cost methods of compensation shall not be used.

5. The Agency shall maintain a record of the negotiations and all required approvals.

6. Prior to approval of the contract, the AGENCY must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract.

**H. Monitoring of Active Projects:**

1. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, representatives of the AGENCY shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.

2. An employee of THE AGENCY shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments upon request.

**I. Supplemental Agreements:**

1. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection.

**J. Contract Accounting Policies:**

1. Overhead Charge

Federally funded projects: The overhead charge, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by a cognizant agency as defined by 23 CFR 172. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. The overhead rate for firms with multiple offices shall be a combined rate for all offices. The rate for the overhead charge will be valid for a one year accounting period. If the overhead rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR 172.7(b).

2. Net Fee Calculation:

The fee for profit is negotiable. The maximum allowable net fee is 13% and should be negotiated depending on the type work, complexity, time restraints, etc., of the project. Net fee is calculated using the following formula:  $\text{Net Fee} = 2.35 \times \text{Direct Salary} \times \text{Allowed Net Fee Rate}$ .

For cost plus fixed net fee contracts, net fee shall be invoiced as follows: Net fee is invoiced based on the total approved net fee multiplied by the estimated percentage of project completion during the invoicing period as stated in the progress report, less any previous partial payments.

3. Contract and Project Closing:

The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. It is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.

4. Audit Requirements

a) Pre-award audits consist of a review of a proposed indirect cost (overhead) rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals. Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Annual reviews of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results.

5. Computer Aided Drafting and Design (CADD) Expenditures:

All CADD equipment and software expenditures are to be treated as part of overhead. CADD expense will not be allowed as a direct expenditure based on an allocation rate.

6. Facilities Capital Cost of Money (FCCM) Rate:

FCCM referenced in 48 CFR 31.20510 shall be allowed as part of overhead and applied to direct labor.

7. Direct Cost.

a) Direct Costs include job related expenses which are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.

b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.

c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's overhead.

d) The cost of the use of the consultant's vehicle(s) to the AGENCY'S project shall be paid for according to Attachment A, Schedule of Vehicle Reimbursements.

8. Collection of Funds Due as Result of Contract Audit:

Once an audit is completed and the consultant is found to owe the AGENCY, the Auditor will notify in writing the consultant. The Agency will notify the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds held in retainage or funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the AGENCY'S possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the AGENCY'S possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

**K. Geotechnical Contracts:**

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards overhead computations for engineering services.

1. Sub-surface Exploration/Drilling: These services shall be procured as required by applicable law and in accordance with the procedures noted in "POLICY", Section VI, Technical Service Procurement Procedure.

2. Geotechnical Studies Only: These services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure.

3. Geotechnical Studies and/or Laboratory Testing Combined: The services of these firms shall be procured as noted in "POLICY", Section IV, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

4. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

**L. Sub-consultants for Engineering Services:**

1. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm:

These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

2. Geotechnical Studies Firms as Sub-Consultants

a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.

b) Geotechnical Studies and Sub-surface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant.

**M. Sub-consultants Not Covered Under Engineering Services:**

In the event a sub-consultant is required whose hiring process, as a prime, would be governed by "POLICY", Section IV, Noncompetitive Negotiation Procurement Procedure, or other applicable state policy, that sub-consultant shall be retained by the same method used if he were a prime.

1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. These services procurement methods are described under "POLICY", Section VI, Technical Service Procurement Procedure. The design consultant shall use, and document, the procedures described under "POLICY", Section VI, Technical Service Procurement Procedure, when hiring the laboratory testing consultant.

2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

**IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

The following procedures may be used by the AGENCY, subject to TDOT's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is inadequate, or in emergencies when adherence to normal procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the AGENCY shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the AGENCY, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment.

**V. SMALL PURCHASE PROCUREMENT PROCEDURE**

When the contract cost of the services does not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11), which is currently \$150,000, small purchase procedures may be used. Contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Proposals will be obtained from an adequate number of qualified sources with a minimum of three. It is the responsibility of the Local Government to determine the level of advertisement in order to ensure a qualified pool of candidate consultants is available to choose from.

Awards will be made to the responsible firm whose proposal is most advantageous to the program with relevant factors considered. Contact the LPDO for approval to proceed with this process.

**POLICY FOR STANDARD PROCUREMENT OF ENGINEERING AND TECHNICAL SERVICES**

**Vehicle Reimbursement Schedule**

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the AGENCY's projects. For full size pick-up trucks used on the AGENCY projects, the consultant shall be reimbursed at the rate of \$30.25 per day

[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 city manager is designated the legally designated selection authority for purposes of the policy.

SECTION V. That any agreement arising from the policy must be presented to the board of mayor and aldermen for consideration and final approval.

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

ADOPTED this the 2<sup>nd</sup> day of August, 2016.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Agreement with KHRA to Renew Cooperation Agreement for PILOT Allowing Transfer of PILOT for Specified Projects**

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

Action Form No.: AF-207-2016  
Work Session: August 1, 2016  
First Reading: N/A

Final Adoption: August 2, 2016  
Staff Work By: Tully/Fleming  
Presentation By: Lynn Tully

**Recommendation:**

Approve the Resolution for the Cooperation Agreement with KHRA.

**Executive Summary:**

This request is in support of the previously approved rehabilitation and modernization of the KHRA Portfolio. For many years KHRA has operated in cooperation with the city regarding various requirements for public housing and low income housing and related Payment In Lieu of Taxes. The most recent agreement was approved in 1977. This resolution consolidates and modernizes the agreement with KHRA and continues their current payment amount. A cooperation agreement is necessary for the property to continue to be tax exempt under TCA 67-5-206.

In order to meet the qualification deadline of HUD for the full KHRA rehabilitation and modernization project the Board must take action on this items prior to August 14, 2016.

**Attachments:**

- 1. Resolution for Cooperation Agreement

	Y	N	For
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING A COOPERATION AGREEMENT WITH THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY (KHRA); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AS AGENCY HEAD, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city and the Kingsport Housing and Redevelopment Authority currently have three cooperation agreements dated June 8, 1939, January 7, 1950, and May 23, 1977; and

WHEREAS, the parties would like to consolidate those three agreements into one agreement; and

WHEREAS, the terms of the proposed agreement set out below incorporates the terms of the three cooperation agreements.

Now therefore,

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

SECTION I. That the Cooperation Agreement as generally set out below with the Kingsport Housing and Redevelopment Authority is approved and adopted.

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 Cooperation Agreement with the Kingsport Housing and Redevelopment Authority 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 generally as follows:

COOPERATION AGREEMENT

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between Kingsport Housing & Redevelopment Authority ("KHRA") and the City of Kingsport (the "City").

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any affordable housing hereafter developed and/or operated as an entity by or through KHRA with federal, state or local financial assistance, including but not limited to, financial assistance through the United States Department of Housing and Urban Development ("HUD") and/or any other comparable or successor organizations. Project shall include, but not be limited to, any housing development receiving project-based rental assistance by or through KHRA pursuant to an Annual Contributions Contract between HUD and KHRA ("ACC") or a Housing Assistance Payment ("HAP") Contract, and shall include Low-Income Public Housing ("LIPH") units under Section 9 of the Housing Act of 1937, as amended, and housing units receiving assistance under Section 8 of the Housing Act of 1937, as amended, as part of the Project-Based Voucher ("PBV") program or the Project-Based Rental Assistance ("PBRA") program, or other similar programs that provide ongoing project-based rental assistance for affordable housing, regardless of whether KHRA owns the Project or the property on which the Project is located.

(b) The term "Taxing Body" shall mean the State or any taxing political subdivision unit thereof in which a Project is situated and which would have authority to assess or levy real or personal

property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to KHRA of all dwelling and non-dwelling utilities.

2. KHRA shall endeavor (a) to secure or facilitate the procurement of loans, annual contributions, Section 8 program, PBV, PBRA and/or other financing through contracts with HUD, including but not limited to ACC and HAP contracts, or other affordable housing financing sources (collectively, "Subsidy Contracts") covering one or more Projects (regardless of the ownership of such Projects) and (b) to develop and administer, or oversee the development and administration of, such Project or Projects, each of which shall be located within the corporate limits of the City. The obligations of the parties hereto shall apply to each such Project.

3. (a) With respect to any Project so long as either (i) the ongoing rental subsidy for such Project is provided by or through a public body or governmental agency (regardless of the ownership of the Project) and is used for affordable housing purposes, or (ii) any Subsidy Contract in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to HUD, or any other lender under a Subsidy Contract, in connection with such Project remain unpaid, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon KHRA with respect thereto. During such period, KHRA shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of taxes and special assessments and in payment for the public services and facilities furnished from time to time by the City without other cost or charge for or with respect to such Project.

(b) The City may waive all or part of the Payments in Lieu of Taxes at any time for the purpose of permitting KHRA to use such payment for activities which are approved by the board of mayor and aldermen and directly related to one or more Project.

(c) If required, each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent received by KHRA or the entity that owns the Project in respect to such Project during such fiscal year, (ii) the amount permitted to be paid by applicable state law in effect on the date each payment is made, or (iii) an amount determined and approved by the board of mayor and aldermen, whichever amount is the lower.

(d) No payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(e) Upon failure of KHRA to make any Payment in Lieu of Taxes, no lien against any Project or assets of KHRA shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. So long as either (i) a Project is owned and/or receives project-based rental assistance by or through a public body or governmental agency and is used for affordable housing purposes, or (ii) any Subsidy Contract in connection with a Project remains in force and effect, or (iii) any bonds issued in connection with a Project or any monies due to HUD, or any other lender, in connection with such Project remain unpaid, whichever period is the longest, the City, without cost or charge to KHRA, the Project or the tenants of such Project (other than the Payments in lieu of Taxes) shall:

(a) Furnish or cause to be furnished to KHRA, the Project, and/or the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to KHRA or the Project such interest as the City may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to KHRA or to the City, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project provided such waiver can be made while safeguarding health and safety, and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with KHRA and/or the Project by such other lawful action or ways as the City and KHRA may find necessary in connection with the development and administration of such Project.

5. With respect to any Project the City further agrees that within a reasonable time after receipt of a written request therefor from KHRA:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after KHRA, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the City;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the KHRA shall pay to City such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains and storm and sanitary sewer mains leading to such Project and serving the bounding streets thereof (in consideration whereof KHRA shall pay to the City such amount as would be assessed against the Project site for such work if such site were privately owned).

6. If the City shall, within a reasonable time after written notice from KHRA, fail or refuse to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to KHRA, to any Project, or to the tenants of any Project, KHRA may proceed to obtain such services or facilities elsewhere and incurs any expense to obtain such services or facilities, then KHRA may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the City with respect to any such Project (regardless of the ownership of the Project).

7. No Cooperation Agreement heretofore entered into between the City and KHRA shall be construed to apply to any Project covered by this Agreement. This Agreement supersedes any prior Cooperation Agreement between the City and KHRA concerning low-income housing projects.

8. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as each such Project is owned, operated or financed by or through KHRA or any other public body or governmental agency, including HUD, authorized by law to engage in the development or administration of affordable housing projects.

IN WITNESS WHEREOF, the City and KHRA have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

[Acknowledgements and Exhibits 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 VII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 2<sup>nd</sup> day of August, 2016.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Agreement with KHRA to Approving a PILOT Agreement with Myrtle Street Redevelopment, LLC

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

Action Form No.: AF-208-2016  
Work Session: August 1, 2016  
First Reading: N/A

Final Adoption: August 2, 2016  
Staff Work By: Tully/Fleming  
Presentation By: Lynn Tully

**Recommendation:**

Approve the Resolution for a PILOT for KHRA with Myrtle Street Redevelopment, LLC.

**Executive Summary:**

The resolution allows for the transfer of the PILOT benefit to projects which specifically receive Low Income Housing Tax Credits or that qualify for the RAD program and specifies that the Myrtle Street Redevelopment, LLC project qualifies for the transfer. All such PILOT agreements must be approved by the City. The PILOT agreement with Myrtle Street Redevelopment, LLC states what it will pay in the form of taxes – an amount equal to the amount under the Cooperation agreement. Thus, regardless of who owns or operates the projects the City will receive the same payment either under the cooperation agreement or the PILOT.

In order to meet the qualification deadline of HUD for the full KHRA rehabilitation and modernization project the Board must take action on this item prior to August 14, 2016.

**Attachments:**

- 1. Resolution for PILOT Agreement

	Y	N	For
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
O'terman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING A PAYMENT IN LIEU OF TAXES  
PROGRAM FOR THE KINGSPORT HOUSING &  
REDEVELOPMENT AUTHORITY

WHEREAS, the Kingsport Housing & Redevelopment Authority ("KHRA") is authorized by *Tennessee Code Annotated § 13-20-104 et seq.*; as amended (the "ACT"), among other things, to establish a payment in lieu of ad valorem taxes program ("PILOT program") for lessees operating Low-income housing tax credit ("LIHTC") property as defined by § 42 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, KHRA, so that it may continue its public benefit purposes of providing safe, decent, and affordable housing for low and moderate income families within the City of Kingsport, wishes to provide PILOT programs restricted exclusively for projects developed through the assistance of LIHTCs; and

WHEREAS, Myrtle Street Development, LLC intends to seek an award of LIHTCs to develop and operate qualified multi-family housing for low- and moderate-income families on property owned by KHRA; and

WHEREAS, pursuant to authorization under the Act, property owned by KHRA is exempt from all property taxation; and

WHEREAS, in order to facilitate development, redevelopment, or operation of LIHTC properties, KHRA shall enter into a lease agreement with Myrtle Street Development, LLC for property owned by KHRA, which Myrtle Street Development, LLC will develop and operate as LIHTC property or properties; and

WHEREAS, Myrtle Street Development, LLC has requested KHRA to enter into a PILOT Agreement by which it will make payments in lieu of ad valorem taxes and its leasehold on KHRA Property shall not be assessed ad valorem property taxes; and

WHEREAS, KHRA and Myrtle Street Development, LLC are willing to enter the PILOT Agreement attached hereto as Exhibit A; and

WHEREAS, the City of Kingsport finds and declares that the PILOT program and the PILOT Agreement attached hereto as Exhibit A are in furtherance of KHRA's public purposes set forth in the Act.

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

SECTION I. That, upon the finding of the City of Kingsport that accepting payments in lieu of taxes is in furtherance of Kingsport Housing & Redevelopment Authority's public purpose, the Kingsport Housing & Redevelopment Authority is hereby authorized to negotiate and enter agreements to accept payments in lieu of taxes from its lessees who develop and maintain qualified multi-family residential facilities for low and moderate income persons.

SECTION II. That as required by *Tennessee Code Annotated § 13-20-104(F)(2)* the City of Kingsport hereby approves the PILOT Agreement between Kingsport Housing &

Redevelopment Authority and Myrtle Street Development, LLC, said agreement being generally as follows:

#### PAYMENT IN LIEU OF TAX AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "effective date") by and between the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY, a Tennessee public non-profit corporation ("KHRA") and Myrtle Street Redevelopment, LLC ("Lessee").

#### RECITALS

A. KHRA owns certain properties located at \_\_\_\_\_ in the City of Kingsport, which is more particularly described on Exhibit A (the "Development Properties"). Under the Tennessee Constitution and statutes, the Development Properties is exempt from ad valorem property taxation.

B. Lessee intends enter a long-term Ground Lease to lease the Development Properties.

C. Lessee intends to redevelop and operate on the Development Properties low-income housing developments with financing, in part, through low-income housing tax credits administered by the Tennessee Housing Development Agency.

D. Lessee will seek an award of low income housing tax credits from the Tennessee Housing Development Agency to redevelop and operate the Development Properties as LIHTC properties.

E. KHRA is authorized by TENN. CODE ANN. § 13-20-104 to enter agreements for payments in lieu of ad valorem taxes ("PILOT") with lessees operating low-income housing tax credit ("LIHTC") property.

F. By approving Resolution No. \_\_\_\_\_, a copy of which is Exhibit B, the City of Kingsport delegated to KHRA the authority to negotiate and accept PILOTs from its lessees, and approved the form of this Agreement upon its finding that the Agreement and payments described herein are in furtherance of KHRA's public purpose.

NOW THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Lease Agreement. KHRA and Lessee will enter into a Ground Lease for the Development Properties.

Section 2. Appointment of Agent. KHRA hereby appoints Lessee as its agent to act for and on behalf of KHRA to exercise those powers conferred on it by Tenn. Code Ann. § 13-20-104 with respect to the redevelopment and operation of multi-family residential facilities for low and moderate-income persons on the Development Properties, except that Lessee shall not bind KHRA to any debts, liabilities or costs.

Section 3. Payments in Lieu of Taxes. Lessee shall make annual payments in lieu of taxes ("Annual Payments") to Kingsport Housing & Redevelopment Authority as follows:

a. Amount. Annual Payments shall be ten percent (10%) of the aggregate Shelter Rent collected by Lessee for the Project during the preceding year. Shelter Rent is defined as the total of all rents actually collected from all tenants of the Project for dwelling rents and non-dwelling rents (excluding all other income of Development Properties), less the cost to Lessee of all dwelling and non-dwelling utilities.

b. Time of Payment. Each Annual Payment is due and payable on the last day on which ad valorem taxes are payable to the City of Kingsport for each respective tax year. Any Annual Payments payable with respect to any partial tax year shall be prorated based upon the number of days in which partial year to which this Agreement applies.

c. Payments Reduced by Taxes Assessed. The Annual Payments described herein are intended to be in lieu of all ad valorem taxes on all real and personal property of any nature which are or may be levied by the City of Kingsport, Sullivan County, Hawkins County, or any other political subdivision of the State with respect to the Project, work-in-progress in regard to the construction and development of the Project during the term of this Agreement, and taxes on the leasehold estate created under the Ground Lease. Therefore the amount of the Annual Payments will be reduced by the amount of any ad valorem taxes or other taxes on real or personal property of any nature levied by the City of Kingsport, Sullivan County, Hawkins County, or any other political subdivision, or the State with respect to the Development Properties which Lessee is or may be required to pay during the term of this Agreement.

Section 4. Annual Report to State Board of Equalization. Before October 1 of each year, Lessee shall file with the State Board of Equalization a report that complies with TENN. CODE ANN. § 13-20-104(f)(1)(3), as amended, with a copy of such report to KHRA.

Section 5. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall end on the last day of the fifteenth (15th) year after any Project is placed in service, as defined by Section 42 of the Internal Revenue Code, or at such time the Lessee's interest in the Development Properties terminates, whichever is longer.

Section 6. Choice of Law. This Agreement shall be governed by the laws of the State of Tennessee.

Section 7. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of KHRA. Notwithstanding the foregoing, KHRA and Lessee hereby consent to any amendment to this Agreement required by a change in applicable law or regulation, and no further consent shall be required for such amendment to become effective.

Section 8. Notices. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid to the business addresses of each of the respective parties, or at such other address as the parties may designate by written notice.

Section 9. Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 10. Headings. The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions thereof.

Section 11. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 12. Expenses on Default. In the event that KHRA shall be required to engage legal counsel for the enforcement of any of the terms of this Agreement, whether or not such employment involves prosecuting or defending an action in court or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible for and shall promptly pay to KHRA its reasonable attorneys' fees and any other expenses incurred by KHRA as a result of such default.

Section 13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY and MYRTLE STREET REDEVELOPMENT, LLC have executed this Agreement by their duly authorized representatives, all as of the date first set forth herein.

[Acknowledgements are deleted for inclusion in this resolution]

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

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

ADOPTED this the 2nd day of August, 2016.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Agreement with KHRA approving a PILOT Agreement with Riverview Place, L.P**

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

Action Form No.: AF-209-2016  
Work Session: August 1, 2016  
First Reading: N/A

Final Adoption: August 2, 2016  
Staff Work By: Tully/Fleming  
Presentation By: Lynn Tully

**Recommendation:**

Approve the Resolution for a PILOT for KHRA with Riverview Place, L.P.

**Executive Summary:**

The resolution allows for the transfer of the PILOT benefit to projects which specifically receive Low Income Housing Tax Credits or that qualify for the RAD program and specifies that the Riverview Place, L.P project qualifies for the transfer. All such PILOT agreements must be approved by the City. The PILOT agreement Riverview Place, L.P states what it will pay in the form of taxes – an amount equal to the amount under the Cooperation agreement. Thus, regardless of who owns or operates the projects the City will receive the same payment either under the cooperation agreement or the PILOT.

In order to meet the qualification deadline of HUD for the full KHRA rehabilitation and modernization project the Board must take action on this item prior to August 14, 2016.

**Attachments:**

- 1. Resolution for PILOT Agreement

	Y	N	For
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING A PAYMENT IN LIEU OF TAXES  
AGREEMENT BETWEEN KINGSPORT HOUSING &  
REDEVELOPMENT AUTHORITY AND RIVERVIEW PLACE, L.P.

WHEREAS, the Kingsport Housing & Redevelopment Authority ("KHRA") is authorized by *Tennessee Code Annotated § 13-20-104 et seq.*; as amended (the "ACT"), among other things, to establish a payment in lieu of ad valorem taxes program ("PILOT program") for lessees operating Low-income housing tax credit ("LIHTC") property as defined by § 42 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, KHRA, so that it may continue its public benefit purposes of providing safe, decent, and affordable housing for low and moderate income families within the City of Kingsport, wishes to provide PILOT programs restricted exclusively for projects developed through the assistance of LIHTCs; and

WHEREAS, Riverview Place, L.P. has developed and currently operates qualified multi-family housing for low- and moderate-income families financed with LIHTC on property owned by KHRA; and

WHEREAS, pursuant to authorization under the Act, property owned by KHRA is exempt from all property taxation; and

WHEREAS, in order to facilitate development, redevelopment, or operation of LIHTC properties, KHRA entered into a lease agreement with Riverview Place, L.P. for property owned by KHRA, which Riverview Place, L.P. has developed and currently operates as LIHTC property; and

WHEREAS, Riverview Place, L.P. has requested KHRA to enter into a PILOT Agreement by which it will make payments in lieu of ad valorem taxes and its leasehold on KHRA Property shall not be assessed ad valorem property taxes; and

WHEREAS, KHRA and Riverview Place, L.P. are willing to enter the PILOT Agreement attached hereto as Exhibit A; and

WHEREAS, the City of Kingsport finds and declares that the PILOT program and the PILOT Agreement attached hereto as Exhibit A are in furtherance of KHRA's public purposes set forth in the Act.

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

SECTION I. That, upon the finding of the City of Kingsport that accepting payments in lieu of taxes is in furtherance of Kingsport Housing & Redevelopment Authority's public purpose, the Kingsport Housing & Redevelopment Authority is hereby authorized to negotiate and enter agreements to accept payments in lieu of taxes from its lessees who develop and maintain qualified multi-family residential facilities for low and moderate income persons.

SECTION II. That as required by *Tennessee Code Annotated § 13-20-104(F)(2)* the City of Kingsport hereby approves the PILOT Agreement between Kingsport Housing & Redevelopment Authority and Riverview Place, L.P., said agreement being generally as follows:

## PAYMENT IN LIEU OF TAX AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2016 (the "effective date") by and between the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY, a Tennessee public non-profit corporation ("KHRA") and Riverview Place, L.P. ("Lessee").

### RECITALS

A. KHRA owns certain properties located at \_\_\_\_\_ in the City of Kingsport, which is more particularly described on Exhibit A (the "Development Properties"). Under the Tennessee Constitution and statutes, the Development Properties are exempt from ad valorem property taxation.

B. Lessee has entered into a long-term Ground Lease to lease the Development Properties.

C. Lessee operates on the Development Properties low-income housing developments with financing, in part, through low-income housing tax credits administered by the Tennessee Housing Development Agency.

D. Lessee has been awarded low income housing tax credits from the Tennessee Housing Development Agency to redevelop and operate the Development Properties as LIHTC properties.

E. KHRA is authorized by TENN. CODE ANN. § 13-20-104 to enter agreements for payments in lieu of ad valorem taxes ("PILOT") with lessees operating low-income housing tax credit ("LIHTC") property.

F. By approving Resolution No. \_\_\_\_, the City of Kingsport delegated to KHRA the authority to negotiate and accept PILOTs from its lessees, and approved the form of this Agreement upon its finding that the Agreement and payments described herein are in furtherance of KHRA's public purpose.

NOW THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Lease Agreement. KHRA and Lessee will have entered into a Ground Lease for the Development Properties.

Section 2. Appointment of Agent. KHRA hereby appoints Lessee as its agent to act for and on behalf of KHRA to exercise those powers conferred on it by Tenn. Code Ann. § 13-20-104 with respect to the redevelopment and operation of multi-family residential facilities for low and moderate-income persons on the Development Properties, except that Lessee shall not bind KHRA to any debts, liabilities or costs.

Section 3. Payments in Lieu of Taxes. Lessee shall make annual payments in lieu of taxes ("Annual Payments") to Kingsport Housing & Redevelopment Authority as follows:

a. Amount. Annual Payments shall be ten percent (10%) of the aggregate Shelter Rent collected by Lessee for the Project during the preceding year. Shelter Rent is defined as the total of all rents actually collected from all tenants of the Project for dwelling rents and non-dwelling rents (excluding all other income of Development Properties), less the cost to Lessee of all dwelling and non-dwelling utilities.

b. Time of Payment. Each Annual Payment is due and payable on the last day on which ad valorem taxes are payable to the City of Kingsport for each respective tax year. Any Annual Payments payable with respect to any partial tax year shall be prorated based upon the number of days in which partial year to which this Agreement applies.

c. Payments Reduced by Taxes Assessed. The Annual Payments described herein are intended to be in lieu of all ad valorem taxes on all real and personal property of any nature which are or may be levied by the City of Kingsport, Sullivan County, Hawkins County, or any other political subdivision of the State with respect to the Project, work-in-progress in regard to the construction and development of the Project during the term of this Agreement, and taxes on the leasehold estate created under the Ground Lease. Therefore the amount of the Annual Payments will be reduced by the amount of any ad valorem taxes or other taxes on real or personal property of any nature levied by the City of Kingsport, Sullivan County, or any other political subdivision, or the State with respect to the Development Properties which Lessee is or may be required to pay during the term of this Agreement.

Section 4. Annual Report to State Board of Equalization. Before October 1 of each year, Lessee shall file with the State Board of Equalization a report that complies with TENN. CODE ANN. § 13-20-104(f)(1)(3), as amended, with a copy of such report to KHRA.

Section 5. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall end on the last day of the fifteenth (15th) year after any Project is placed in

service, as defined by Section 42 of the Internal Revenue Code, or at such time the Lessee's interest in the Development Properties terminates, whichever is longer.

Section 6. Choice of Law. This Agreement shall be governed by the laws of the State of Tennessee.

Section 7. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of KHRA. Notwithstanding the foregoing, KHRA and Lessee hereby consent to any amendment to this Agreement required by a change in applicable law or regulation, and no further consent shall be required for such amendment to become effective.

Section 8. Notices. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid to the business addresses of each of the respective parties, or at such other address as the parties may designate by written notice.

Section 9. Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 10. Headings. The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions thereof.

Section 11. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 12. Expenses on Default. In the event that KHRA shall be required to engage legal counsel for the enforcement of any of the terms of this Agreement, whether or not such employment involves prosecuting or defending an action in court or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible for and shall promptly pay to KHRA its reasonable attorneys' fees and any other expenses incurred by KHRA as a result of such default.

Section 13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY and RIVERVIEW PLACE, L.P. have executed this Agreement by their duly authorized representatives, all as of the date first set forth herein.

[Acknowledgements are deleted for inclusion in this resolution]

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

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

ADOPTED this the 2nd day of August, 2016.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Agreement with FC Dallas Tri Soccer Organization**

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

Action Form No.: AF-204-2016  
 Work Session: August 1, 2016  
 First Reading: N/A

Final Adoption: August 2, 2016  
 Staff Work By: Andy Sigwalt, Kitty Frazier,  
 Robin Dimona  
 Presentation By: Morris Baker

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

For the past several years, FC Dallas Tri has worked with the City to organize and operate both the competitive and recreational soccer leagues within Kingsport. FC Dallas Tri is the organization that took over after the merger of the Holston Valley Football Club. City Parks and Recreation Staff work with the FC Dallas Tri organization to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion regulations, and league operations. FC Dallas Tri has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the high standard that they City requires.

The Agreements allows FC Dallas Tri to utilize the Eastman Park at Horse Creek soccer complex during their spring and fall seasons to continue to provide quality services to the citizens of Kingsport.

**Attachments:**

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING AGREEMENTS WITH FC DALLAS TRI, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, for the parks and recreation department, would like to enter into an agreement with FC Dallas Tri, a soccer organization, to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion, and league operations at the Eastman Park at Horse Creek soccer complex during their spring and fall seasons; and

WHEREAS, FC Dallas Tri has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the standard the city requires; and

WHEREAS, the city would also like to enter into a Concession Lease Agreement with FC Dallas Tri for concession sales at the Eastman Park at Horse Creek soccer complex during the spring and fall seasons;

Now therefore,

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

SECTION I. That an agreement with FC Dallas Tri soccer organization 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 agreement with FC Dallas Tri soccer organization and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT  
BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND  
FC Dallas Tri

THIS AGREEMENT made by and entered into as of this 1<sup>st</sup> day of July, 2016, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the FC DALLAS TRI, hereinafter called "FCDT".

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of KINGSPORT; and  
WHEREAS, the Eastman Park at Horse Creek is the premiere soccer facility in Northeast Tennessee; and  
WHEREAS, FCDT, a non-profit organization is organized to promote youth sports activities through the operation of its youth soccer program; and  
WHEREAS, FCDT has been formed through a merger of the Holston Valley Futbol Club, the East Tennessee Soccer Foundation, Vitesse, and Fusion;  
WHEREAS, a special Oversight Committee has been created by this Agreement to work with the newly formed FCDT; and  
WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, and hereafter referred to as the "Facilities"; and

WHEREAS, FCDT and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by FCDT and the respective obligations contained herein;

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

**I. Term**

This Agreement shall be for a term of one (1) year beginning on the date of the execution hereof. However, this Agreement may be terminated with or without cause by either party by giving ninety (90) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

**II. Special Oversight Committee**

Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing guidance, direction, and control for the soccer program that is conducted at the Facilities. The committee will be composed of the following members.

- a. Parks and Recreation Advisory Committee member
- b. Athletic Advisory Committee member
- c. Recreation Coordinator for FCDT
- d. Eastman Park at Horse Creek Site Coordinator for Recreation Soccer or Facility Chair
- e. Program Coordinator for Parks and Recreation Department

The individual appointed to fill the position of (c) or (d) must be a City of Kingsport resident. These 5 positions must be 5 different persons.

The Oversight Committee will continuously review the operations of the soccer program and insure that the Agreement between CITY and FCDT is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following;

- Review of Residency issues;
- Changes to by-laws and procedures of FCDT;
- Benchmarks set by CITY;
- Scheduling and summer program operations; and
- Items in Section III.2 pertaining to items that FCDT provides to CITY

Items that CITY receives from FCDT are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

**III. Option to Renew**

This Agreement may be renewed for one additional term at the option but not the obligation of the parties, for an additional term of one year, conditioned upon the following:

1. If not in violation of any obligation hereunder, FCDT, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If FCDT, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.

2. That FCDT shall provide the following information prior to the start of the Fall Season of this Agreement by September 15<sup>th</sup>:

- Current by-laws for organization;
- Financial report of all expenditures and revenues on an annual basis based upon the fiscal year, July to June;
- Proposed budget for upcoming year;
- List of current Board of Directors members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment;
- List of paid positions, persons employed in those positions, and upon request, a current resume of those persons in a paid position;
- Name, address, phone number, and email of the Facilities Chair and the Recreation Coordinator for the Facilities;
- List of Recreation Board members and coaches, with names, addresses, phone numbers and email addresses;
- List of designated personnel who have facility keys & access to the Musco Control link; and
- Annual calendar including all events.

In the event the above information is not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

3. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of FCDT in order to measure the success of the Agreement. This is to insure that

the service to the citizens of Kingsport and the emphasis of the Recreation Soccer program has remained the primary focus.

#### **IV. Use of Facilities**

1. FCDT will be the primary youth soccer provider for CITY. Thus, during the period of July 1, 2016 to June 30, 2017 FCDT, shall have the primary right to use the Facilities, as assigned by CITY, during FCDT regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Recreational Soccer Program must maintain 51% or more CITY residents each season. The first priority for field use is for the Recreational Soccer Program. At any time the soccer facilities are not being used by FCDT, CITY may assign such facilities to other associations or parties.

*To qualify as a CITY resident, a participant must meet one of the following criteria:*

- *Lives inside the city limits of Kingsport;*
- *Parent/Legal Guardian pays city of Kingsport property tax; or*
- *Participant attends a school operated by the City of Kingsport School System.*

The percentage requirement is to be followed on a per season basis.

CITY encourages the formation of a Recreational Soccer program that takes place during the summer. FCDT should work together with the Oversight Committee to work on the timing of such program, so as to not hinder other youth sports in the area. FCDT will pay CITY 5% of gross revenues brought in through summer registrations. Payment will be made by September 15 of each year.

2. The second priority for use of the Facilities is by the FCDT Academy programs that have 51% or more CITY residents. These age divisions of play may be scheduled after the Recreational Soccer program has been given the appropriate amount of play.

3. The third priority for use of the Facilities is the FCDT Academy programs that have less than 51% CITY residents.

4. "Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a FCDT team based at the Facilities.

5. FCDT may use the conference room located at Facilities for official FCDT use during the term of this Agreement. Space is not to be used as an office.

6. FCDT regular Fall and Spring recreational seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring FCDT recreational soccer seasons, CITY may resume the primary right to designate use of the Facilities for up to three consecutive days. This interruption may not occur more than once during each recreational season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to FCDT recreational programs. The conditions described in the concession lease with FCDT will continue to apply during these designated periods.

7. FCDT may not make any additions and/or alterations to the Facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

8. FCDT understands and agrees that at times weather, scheduled maintenance and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

9. CITY shall at all times have the right to inspect the Facilities being used by FCDT and all FCDT sponsored activities related to the use of Facilities.

10. If FCDT should desire to use Facilities for additional tournaments or special events or programs, FCDT shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written Agreement between the parties.

#### **V. Obligations of CITY**

CITY agrees to:

1. Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities.

- Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
- Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- Maintain all bleachers in a safe and secure condition.
- Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- Maintain structural integrity of concession stands, restrooms, and storage areas including repair or replacement of damaged roofs, doors, and windows.

- Maintain all building and field lighting systems. Repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
  - Maintain all scoreboards and control systems.
  - Maintain field irrigation system and watering schedules of turf areas.
  - Communicate with FCDDT field mowing, fertilization and irrigation schedules. Inform FCDDT of any other required maintenance on the fields that would alter playing schedules.
  - Provide FCDDT with contact information for after-hour and everyday needs.
  - Maintain and repair all parking areas to include gates.
  - Maintain all trails within the Facilities.
  - Establish key control and Musco control link access.
  - Provide custodial supplies to be stocked in appropriate areas by FCDDT. CITY will provide toilet paper and cleaning supplies to be used. FCDDT will put supplies in place and continuously reload holders and use cleaning supplies as necessary.
  - Determine all rental fees and rules for usage of facility.
  - Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - Establish policy for field lighting usage and access to computer codes.
  - Provide a plan for and approve all capital improvements with input from FCDDT.
  - Provide for insurance on buildings.
  - Provide field paint for use by FCDDT, within reason, to be determined prior to the start of the regular season. This amount will be determined by CITY staff.
  - Line fields as needed for events and activities assigned to user groups other than FCDDT.
- CITY reserves the right to utilize the Facilities when FCDDT league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

2. Assist FCDDT with distribution of information and refer interested parties to FCDDT, when necessary.

It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to FCDDT for any monetary damages.

#### **VI. Obligations of FCDDT**

FCDDT agrees to:

1. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Recreation Soccer program must have the advanced approval of CITY. FCDDT must also have the recommendation of the Oversight Committee.
2. Provide a scholarship program for the underprivileged.
3. Meet the following benchmarks for the Recreation Program:
  - a. Increase overall participation in the Recreation Program annually. The benchmark goal is to increase by 10%.
  - b. Perform a Customer Satisfaction survey after each season of both Recreation and Academy participants, and analyze and implement changes based on the results of each survey.
  - c. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web based trainings, printed materials, ect).
  - d. Host two tournaments each year to create a positive economic impact on the Kingsport community.
  - e. Submit a marketing and promotion plan to the Program Coordinator prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
4. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as possible for the youth participants. Volunteer applicants who have a past history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.
5. At no expense to CITY, provide the following maintenance and repair:
  - Maintain soccer goals, nets, cables and net clips.
  - FCDDT shall be responsible for daily game day policing of all litter at Facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
  - Line all fields for FCDDT recreation league, academy, and tournament play.
  - Monitor restroom facility and stock supplies to be provided by CITY.
  - Adhere to CITY rules that pertain to field usage and provide input on overuse.

6. Furnish to the CITY Parks and Recreation Department calendar of events twice annually (August and March) for Fall and Spring seasons respectively. The schedule may be updated in mid spring and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the CITY Parks and Recreation Department.

7. Refer all groups requesting use of the Facilities to the Program Coordinator of Kingsport Parks and Recreation. FCDDT is not authorized to schedule the fields for anyone other than FCDDT practices and/or games. This includes all school systems in the area.

8. Schedule and meet with the CITY Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.

9. Provide CITY with completed accident and incident reports pertaining to FCDDT's use of Facilities.

10. Report any facility maintenance problems to CITY designated personnel.

11. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and FCDDT agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.

12. Post no advertising or signage at the Facilities. Special request for signage or promotional items must be made to the CITY Parks and Recreation office and may not conflict with existing facility sponsors and/or naming.

13. FCDDT agrees to pay CITY a \$10 per participant non-resident fee per season for all participants in the Recreation program, 12 and Under Academies based at Facilities, and all 13 and Over Academies.

The non-resident fee shall be made by cash/check or be substituted by an equivalent value of materials and/or equipment, as mutually agreed upon by CITY and FCDDT. These fees must be calculated and reconciled per season.

A minimum payment of \$4,000 for non-resident fees is required.

These fees are based on usage estimates provided by FCDDT in the merger document. Field use over what was outlined in the document could include additional fees. Normal usages outlined include the following for the recreation program and academies:

- 2 practices per week
- 5-7 league days during season
- 1 local festival per season
- 2-3 friendlies per season
- 1-2 level appropriate tournaments per season

Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

14. Provide a responsible adult to be on-site at each and every activity scheduled at Facilities.

15. Not make any permanent changes to Facilities or fields without the expressed prior written permission of CITY.

16. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

17. Follow all Park rules that have been established by the CITY Parks and Recreation Department.

18. Pay CITY for the use of sports field lighting directly related to FCDDT usage. Payments shall be made by cash/check or in equivalent value of in-kind volunteer labor as mutually agreed upon by CITY and FCDDT. These fees must be calculated and reconciled per season.

19. Assist CITY in moving and relocating soccer goals in the Facilities. FCDDT is responsible to ensure goals are properly anchored. The goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:

- Auger-style anchors that are screwed into the ground;
- Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal; or
- Peg, stake or j-hook style anchors that are driven into the ground.

20. Allow ex-officio representation by CITY Parks and Recreation on FCDDT Recreation Board and the Board of the Merged Club.

21. Conduct only FCDDT sanctioned and organized events and activities under the terms of this Agreement. Personal use of the Facilities by FCDDT members is outside the scope of this Agreement.

22. Hold CITY harmless from all damage or loss to FCDDT equipment located at the Facilities unless specifically caused by the sole negligence of CITY.

23. Provide CITY Parks and Recreation statistical data pertaining to participation and attendance at Facilities on a monthly basis.

24. Host the AFF Tournament each Fall Season.

## **VII. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of FCDT only and may not be assigned in whole or part by FCDT to any other person or entity. Both parties understand that FCDT use of the Facilities is nonexclusive.

**VIII. Insurance and Indemnification**

FCDT will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, FCDT will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by FCDT of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of FCDT. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. FCDT shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. FCDT also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, FCDT shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, FCDT shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

FCDT shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by FCDT or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of FCDT as set forth in this Agreement.

**IX. Miscellaneous Provisions:**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the FCDT and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

[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 a Concession Lease Agreement with FC Dallas Tri is approved.

SECTION V. 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 agreement with Concession Lease Agreement with FC Dallas Tri 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:

#### CONCESSION LEASE AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of July 2016, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, AND FC Dallas Tri, hereinafter called CONCESSIONAIRE.

#### W-I-T-N-E-S-S-E-T-H

That for and in consideration of seventeen percent (17%) of the monthly sales, to be paid seasonally, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2016, through June 30, 2017, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times, and shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights or assign this agreement.

LESSOR Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.

LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such, and will not do anything that would violate such pouring rights, including concessions or advertising.

CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.

It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this agreement shall work a forfeiture of this agreement, and the City may take possession on a twenty-four (24) hour notice.

CONCESSIONAIRE may voluntarily terminate the agreement upon five (5) days written notice to the City.

CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or

policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement. CONCESSIONAIRE shall indemnify, defend and hold harmless LESSOR, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

[Acknowledgements deleted for inclusion in this Resolution]

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

ADOPTED this the 2nd day of August, 2016.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Police Uniforms**

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

Action Form No.: AF-205-2016  
Work Session: August 1, 2016  
First Reading: N/A

Final Adoption: August 2, 2016  
Staff Work By: Committee  
Presentation By: D. Quillin, C. McCart

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Bids were opened on June 29, 2016 for the purchase of Police Uniforms.

The bid invitation was publicly advertised on June 15, 2016 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department's website for a time period of 15 calendar days. Bids were received from five potential vendors. The estimated annual cost for these services is \$86,000.

The committee recommends awarding the bid to the CMS Uniforms & Equipment, Inc. Lower dollar amount bids were received but are not being recommended for reasons outlined in the recommendation memo.

A renewal option clause was included in the bid documents allowing renewals in one year increments providing all terms, conditions and cost are acceptable to both parties.

Funding is identified in account number 11030304433029.

**Attachments:**

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

Funding source appropriate and funds are available: *JA*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF POLICE UNIFORMS TO CMS UNIFORMS & EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened June 29, 2016, for the purchase of police uniforms; and

WHEREAS, upon review of the bids, the board finds CMS Uniforms & Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase police uniforms from CMS Uniforms & Equipment, Inc., at an estimated purchase cost to be \$86,000.00; and

WHEREAS, funding is identified in account number 11030304433029.

Now therefore,

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

SECTION I. That the bid for the purchase of police uniforms, at an estimated purchase cost of \$86,000.00, is awarded to CMS Uniforms & Equipment, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 2nd day of August, 2016.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 June 29, 2016  
 4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

POLICE UNIFORMS					
Vendor:	BKT Uniforms	Bluegrass Uniforms & Equipment	Summitt Uniforms	CMS Uniforms & Equipment	Galls
Item #					
1	Elbeco - \$46.97	\$63.15	\$56.65	\$51.25	\$48.75
2	Elbeco - \$43.50	\$56.00	\$51.40	\$46.52	\$43.50
3	Elbeco - \$53.35	\$73.35	\$59.95	\$54.25	\$48.75
4	Propper - \$28.09	\$27.85	\$29.20	\$31.00	\$27.50
5	Propper - \$27.09	\$26.70	\$28.00	\$29.00	\$28.75
6	Propper - \$24.18	\$23.20	\$24.35	\$25.00	\$24.00
7	Propper - \$17.28	\$23.20	\$18.25	\$18.30	\$18.00
8	Hero's - \$4.32	\$3.00	Blauer - \$15.65	W/Monogram\$6.50	\$4.00
9	Bayly - \$61.33	No Bid	\$37.00	\$38.50	\$43.00
10	Cornerstone-\$21.65	\$25.00	\$21.90	\$22.00	See Bid
11	Southeastern-\$26.99	\$45.00	\$35.90	\$40.00	\$35.00
12	Southeastern-\$24.99	\$39.00	\$30.90	\$33.95	\$30.50
13	Southeastern-\$25.99	\$30.00	\$29.80	\$29.10	\$29.50
14	Speiwak - \$99.84	\$107.00	\$103.00/3XL-6XL-\$123.00	\$102.80	See Bid
15	Propper - \$31.45	\$30.50	\$29.25	\$30.55	\$28.75
16	Speiwak - \$213.60	No Bid	Tru-Spec-\$146.50SM-5XL	\$215.00	JX833 Propper 3-in-1 Hardshell Parka - \$126.00
17	Propper - \$29.50	No Bid	Tru-Spec-\$35.50	\$45.35	See Bid
18	CR-Black/Navy/White/Heather Grey-\$22.00	No Bid	Tru-Spec-\$17.25	\$38.00	See Bid
Comments:	Local Store one block away from Police Dept. Free alterations on garment purchased from BKT Uniforms. If awarded bid, we will stock try on sizes to outfit Dept. and carry class A uniforms in stock. Buying local will save the City of Kingsport money. No oversize or alterations charges.	N/A	N/A	N/A	N/A
Delivery Time:	15 Days	14-21 Days	10 Days	10-15 Days	2-3 Days in stock; 7-10 for customized items

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



## Kingsport Police Department

### MEMORANDUM

**TO:** David Quillin, Chief of Police

**FROM:** Dale Phipps, Deputy Chief 

**SUBJECT:** Uniform Bids

**DATE:** July 19, 2016

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As you are aware, the police department's uniform vendor was open to the bid process this year. Bids were sent out to prospective vendors and were ultimately opened on June 29, 2016 @ 4:00 p.m. Responding to the bid requests were five (5) vendors: 1) BKT Uniforms; 2) Bluegrass Uniforms & Equipment; 3) Summit Uniforms; 4) CMS Uniforms & Equipment; and 5) Galls.

After reviewing the individual bids, there was only 1 bidder who responded with 100% of meeting the specifics as established; CMS Uniforms & Equipment. There were a total of 18 pieces that each vendor should bid. Below are the breakdown of the remaining 4 bidders and disqualifying comments:

1. BKT Uniforms did not meet requested specs on items # 11-14, 17-18, as well as not providing any type of brochure-type info sheet in their proposal of an equal or equivalent other than pricing in order for us to base our decision.
2. Bluegrass did not meet requested specs by not submitting addendum 1; submitted no bid on items #9, 16-18.
3. Summit did not meet requested specs, but bid equal or equivalent on items #16-18; however, the appearance of the specific item #16 is preferred, in addition contains a fleece lined jacket instead of nylon liner as submitted by bidder. Regarding items #17-18, the spec requirements are the preferred by the department.
4. Galls did not meet requested specs by not submitting addendum 1; did not meet specs on items #16-18 by not providing any type of brochure-type info sheet regarding their equal or equivalent proposal other than pricing for us to base our decision.

Based on the above, it is my recommendation to accept the bid proposed by CMS Uniforms and Equipment to fulfill our future uniform needs.

Cc: Brent Morelock, Asst. Procurement Mgr.





AGENDA ACTION FORM

**Condemn Easements and Right-of-Ways for Colonial Heights Sewer Project – Phase 3**

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

Action Form No.: AF-200-2016  
Work Session: August 1, 2016  
First Reading: N/A

Final Adoption: August 2, 2016  
Staff Work By: R. Trent; H. Clabaugh  
Presentation By: M. Billingsley

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**

In order to continue with the construction of Phase 3 of the Colonial Heights Sanitary Sewer Extension Project, the attached Resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire property that cannot be voluntarily secured from the property owners.

- Attachments:**
- 1. Resolution
  - 2. Ordinance #6548
  - 2. Project Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Oiterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION TO AUTHORIZE CONDEMNATION  
PROCEEDINGS FOR PHASE 3 OF THE COLONIAL  
HEIGHTS SANITARY SEWER EXTENSION PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of Phase 3 of the Colonial Heights Sanitary Sewer Extension Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #6548 authorized and directed the City Attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary property cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owners of record its offer to purchase certain property in the Colonial Heights area situated in the 14<sup>th</sup> Civil District of Sullivan County, to-wit:

Edward Dezarn Property – Edward Dezarn  
Mitchell & Stephanie Cox Property – Mitchell & Stephanie Cox

WHEREAS, since said owners have either rejected the offer to purchase by the City of Kingsport or have, to this date, not executed a deed, the Public Works Department has requested that the City Attorney institute condemnation proceedings to acquire said property for the sanitary sewer extension project.

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

1. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved.

2. Further, that the city attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire certain property located in the Colonial Heights area situated in the 14<sup>th</sup> Civil District of Sullivan County, to-wit:

Edward Dezarn Property – Edward Dezarn  
Mitchell & Stephanie Cox Property – Mitchell & Stephanie Cox



## **ORDINANCE NO. 6548**

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of the Public Works Projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the City has embarked upon the accomplishment of the herein named Public Works Project in accordance with the terms and provisions of said Act; and

WHEREAS, the City is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the City, for present or future public use, and in accordance with the terms and provisions of the general law of the State regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named Public Works Projects to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named Public Works Project; and

WHEREAS, time is of the essence in the accomplishment of the herein named Public Works Project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following Public Works Project:

Colonial Heights Sanitary Sewer Extension Project– Phase 3

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the City Attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

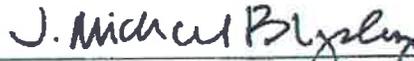
  
\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

  
\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

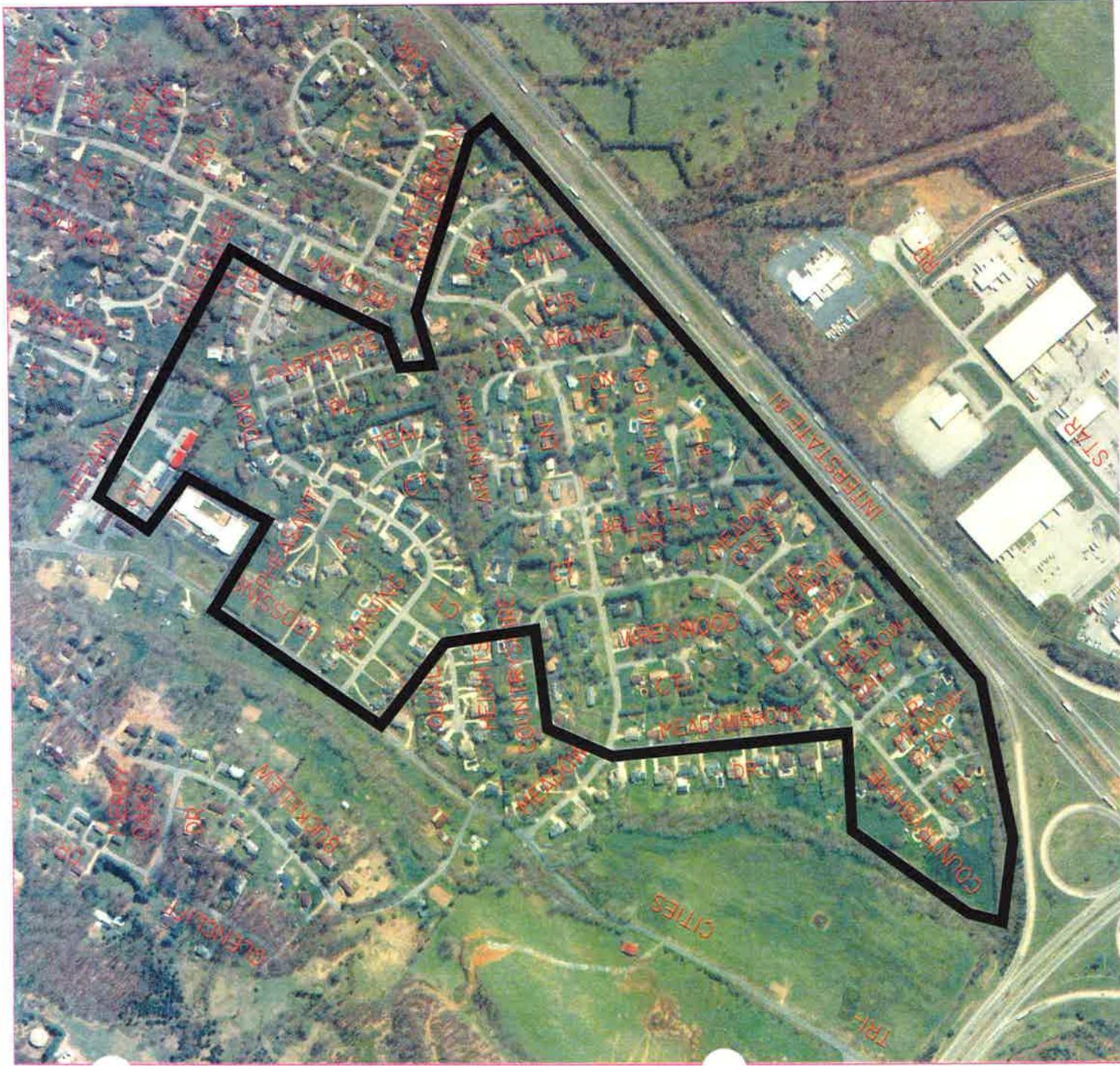


APPROVED AS TO FORM:

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

PASSED ON 1ST READING: February 2, 2016

PASSED ON 2ND READING: February 16, 2016



PROPOSED SANITARY SEWER FACILITIES  
COLONIAL HEIGHTS PHASE III